



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

Issuing Agent:
Issuing Office: ,
Issuing Office's ALTA® Registry ID:
Commitment Number: 5509-4350178
Issuing Office File Number: 5509-4350178
Property Address: 8599 S Yosemite St, Lone Tree, CO 80124
APN: 223103209001
Revision Number:

SCHEDULE A

1. Commitment Date: February 13, 2026 at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple interest
4. The Title is, at the Commitment Date, vested in:

Bel Larimer, LLC, A Delaware Limited Liability Company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

Premiums:

Owner's Policy: \$
Lender's Policy: \$
Tax Certificate Fee: \$
Endorsement(s): \$
Information Only Commitment: \$475.00

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Commitment No. 5509-4350178

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. The Company requires a five day notification prior to closing to update the information within this commitment.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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Commitment No. 5509-4350178

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are 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 in the Public Records.
5. 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.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

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8. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
9. An easement for water distribution main, facilities and equipment, and incidental purposes granted to Southgate Water District, Arapahoe and Douglas Counties, Colorado, as set forth in an instrument recorded June 19, 1963 in [Book 151 at Page 32](#).

(Affects Parcel B)
10. An easement for water pipelines and incidental purposes granted to Southgate Water District, Arapahoe and Douglas Counties, Colorado, as set forth in an instrument recorded November 27, 1974 in [Book 270 at Page 67](#).

(Affects Parcel B)
11. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded April 1, 1977 in [Book 305 at Page 893](#).

(Affects Parcel B)
12. Covenants, conditions, restrictions and provisions as set forth in Covenants Agreement recorded April 12, 1982 in [Book 438 at Page 914](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Park Meadows Metropolitan District, as evidenced by instrument recorded August 12, 1982 in [Book 448 at Page 773](#).
14. Terms, conditions, provisions, obligations and agreements as set forth in the Development Guide recorded September 12, 1984 in [Book 538 at Page 946](#).
15. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Development Plans, recorded September 12, 1984 at Reception No. [335615](#), October 9, 1984 at Reception No. [337263](#), December 12, 1984 at Reception no. [342824](#) and January 6, 1996 at Reception No. [9601644](#).
16. Letter regarding description of underground facilities recorded October 11, 1984 in [Book 543 at Page 201](#).

(Affects Parcel B)

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17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Exclusive Easement Deed recorded October 12, 1984 in [Book 543 at Page 322](#).

(Affects Parcel B)

18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Non-Exclusive Easement Deed recorded October 12, 1984 in [Book 543 at Page 339](#).

NOTE: Partial Release of Easement in connection therewith recorded February 23, 1996 in [Book 1320 at Page 1088](#).

(Affects Parcel B)

19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded October 12, 1984 in [Book 543 at Page 354](#).

NOTE: Partial Release of Easement in connection therewith recorded February 23, 1996 in [Book 1320 at Page 1085](#).

(Affects Parcel B)

20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded October 12, 1984 in [Book 543 at Page 400](#).

(Affects Parcel B)

21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement recorded October 18, 1984 in [Book 544 at Page 104](#).

(Affects Parcel B)

22. Terms, conditions, provisions, obligations and agreements as set forth in the Covenant Regarding Density recorded November 5, 1984 in [Book 546 at Page 790](#).

23. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement for Easements, Covenants, Conditions and Restrictions Affecting Land recorded September 7, 1994 in [Book 1217 at Page 693](#), First Amendment thereto recorded November 22, 1996 in [Book 1388 at Page 1830](#), Second Amendment thereto recorded January 8, 1999 in [Book 1653 at Page 1349](#), Third Amendment thereto recorded August 22, 2007 at Reception No. [2007067078](#) and Fourth Amendment thereto recorded September 15, 2008 at Reception No. [2008063102](#).

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24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded March 15, 1995 in [Book 1252 at Page 75](#).
25. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 22, 1995 in [Book 1253 at Page 690](#).
26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement recorded April 26, 1995 in [Book 1259 at Page 534](#).
27. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded May 25, 1995 in [Book 1264 at Page 2282](#).
28. Any tax, lien, fee or assessment by reason of inclusion of subject property in the South Suburban Park and Recreation District, as evidenced by instrument recorded December 12, 1995 in [Book 1308 at Page 350](#).
29. Each and every right of rights of access to and from any part of the right-of-way of Colorado State Highway No. C-470, as conveyed to Department of Transportation, State of Colorado in Special Warranty Deed recorded May 29, 1996 in [Book 1344 at Page 1663](#)
30. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. R-996-069 recorded June 4, 1996 in [Book 1346 at Page 655](#).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Slope Easement Deed recorded August 19, 1996 in [Book 1364 at Page 396](#).
32. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Southeast Public Improvement Metropolitan District, as evidenced by instrument recorded April 8, 2004 at Reception No. [2004035426](#).
33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Rule and Order of Condemnation recorded June 14, 2007 at Reception No. [2007047663](#).
34. Financing Statement between Bel Larimer, LLC, a Delaware limited liability company, as debtor, and Mortgage Electronic Registration Systems, Inc., as secured party, recorded June 21, 2007 at Reception No. [2007049105](#), and amended by UCC Financing Statement Amendment recorded December 10, 2009 at Reception No. [2009093091](#), and by UCC Financing Statement Amendment recorded January 3, 2012 at Reception No. [2012000263](#).

NOTE: Continuation of UCC Financing Statement in connection therewith recorded January 6, 2017 at Reception No. [2017001279](#).

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NOTE: Assignment of UCC Financing Statement in connection therewith recorded January 9, 2017 at Reception No. [2017001660](#).

35. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Resolution No. R-020-116 recorded December 17, 2020 at Reception No. [2020124977](#).
36. Lis Pendens by Board of County Commissioners of the County of Douglas, State of Colorado as Plaintiff, against Bel Larimer, LLC, Sears, Roebuck and Co., Southgate Water District, Public Service Company of Colorado, Park Meadows Metropolitan District, Southgate Sanitation District, Meadows Marketplace, Inc., Colorado Department of Transportation, South Suburban Parks and Recreation District, U.S. Bank N.A., as successor Trustee for LaSalle Bank, N.A., as Trustee for Registered Holders of ML-CFC Commercial Mortgage Trust 2007-9, Commercial Pass Through Certificates, Series 2007-9, and Dave Gill, in his official capacity as Treasurer of Douglas County, Colorado, as defendant, filed in the District Court of Douglas County, as Civil Action Number 2021CV30203, as evidenced by an instrument recorded March 23, 2021 at Reception No. [2021038374](#).
37. Lease by and between Bel Larimer, LLC, a Delaware limited liability company, as lessor, and At Home Stores LLC, a Delaware limited liability company, as lessee, as evidenced by Memorandum of Lease recorded May 27, 2021 at Reception No. [2021067693](#).
38. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Lease Agreement recorded June 28, 2023 at Reception No. [2023027423](#).
39. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 30, 2023 at Reception No. [2023037405](#) and any and all amendments and/or supplements thereto.
40. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Agreement for Operation and Maintenance of Common Areas recorded August 30, 2023 at Reception No. [2023037406](#).
41. Notes and easements as shown on the Plat of Parkway Subdivision Filing No. 3-4th Amendment recorded July 3, 2024 in [Plat Book P at Page 880](#).
42. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Public Service Company of Colorado Utility Easement recorded November 15, 2024 at Reception No. [2024049510](#).

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43. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Public Service Company of Colorado Utility Easement recorded November 15, 2024 at Reception No. [2024049511](#).
44. Deed of Trust from Bel Larimer, LLC, a Delaware limited liability company to secure an indebtedness in the principal sum of \$22,500,000.00, and any other amounts and/or obligations secured thereby, dated January 31, 2025, and recorded January 31, 2025 at Reception No. [2025004262](#).

Trustee: Public Trustee of Douglas County

Beneficiary: Morgan Stanley Private Bank, National Association

Assignment of Rents in connection with the above Deed of Trust recorded January 31, 2025 at Reception No. [2025004263](#).

45. Financing Statement from Bel Larimer, LLC, Debtor, to Morgan Stanley Private Bank, National Association, Secured Party, recorded January 31, 2025 at Reception No. [2025004264](#).
46. Any existing leases or tenancies.

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EXHIBIT A

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

Parcel A:

Lot 1A-1, Block 2, PARKWAY SUBDIVISION FILING NO. 3 - 4TH AMENDMENT, according to the plat thereof recorded July 3, 2024 at Reception No. 2024027651, County of Douglas, State of Colorado.

Parcel B:

Mutual Access Easements as set forth in Section 3.8 of Agreement for Easements, Covenants, Conditions and Restrictions Affecting Land recorded September 7, 1994 in [Book 1217 at Page 693](#), First Amendment thereto recorded November 22, 1996 in [Book 1388 at Page 1830](#), Second Amendment thereto recorded January 8, 1999 in [Book 1653 at Page 1349](#), Third Amendment thereto recorded August 22, 2007 at Reception No. [2007067078](#) and Fourth Amendment thereto recorded September 15, 2008 at Reception No. [2008063102](#).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of

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Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;

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- 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.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

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- oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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