



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

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN 46204

Issuing Office's ALTA® Registry ID: 1005172

Commitment Number: NCS-1171373-INDY

Issuing Office File Number: NCS-1171373-INDY

Property Address: Southeast corner of the, intersection of Venetucci Boulevard, and B Street, Colorado Springs, CO

Revision Number: Rev. 07-29-2024, eff. date

SCHEDULE A

1. Commitment Date: July 29, 2024 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Extended Loan Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$62,540,645
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Owner's Policy (7-1-21)
Proposed Insured: Thompson Thrift Development, Inc., an Indiana corporation
Proposed Amount of Insurance: \$8,100,000.00
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
4. The Title is, at the Commitment Date, vested in:

CS 2005 Investments III LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1171373-INDY

EXHIBIT A

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

COMMENCING AT THE SOUTHEAST QUARTER OF SAID SECTION 4, AS MONUMENTED BY A RECOVERED 2-1/2" ALUMINUM CAP, 0.1 FEET ABOVE GRADE, STAMPED "ASC 1999 PLS 28651", WHENCE THE EAST QUARTER CORNER OF SAID SECTION 4, AS MONUMENTED BY A RECOVERED 2-1/2" ALUMINUM CAP IN RANGE BOX, STAMPED "ASC 1999 PLS 28651, BEARS N 01°01'43" W, FOR A DISTANCE OF 2633.35 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N 73°56'11" W, A DISTANCE OF 2734.78 FEET TO THE NORTHEAST CORNER OF LOT 1, SOUTH ACADEMY HIGHLANDS FILING NO. 4 AS RECORDED AT RECEPTION NO. 222714970 IN THE RECORDS OF EL PASO COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE NORTH LINE AND EXTENSION THEREOF OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

- 1) S 89°29'47" W, A DISTANCE OF 62.20 FEET;
- 2) ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 35°30'48", A RADIUS OF 238.00 FEET, AN ARC LENGTH OF 147.52 FEET; AND A CHORD BEARING AND DISTANCE OF S 71°44'24" W, 145.17 FEET;
- 3) S 53°58'59" W, A DISTANCE OF 190.82 FEET;
THENCE N 36°03'36" W, A DISTANCE OF 155.64 FEET;
THENCE N 21°58'50" W, A DISTANCE OF 272.69 FEET;
THENCE N 02°31'59" W, A DISTANCE OF 127.26 FEET;
THENCE N 21°58'47" W, A DISTANCE OF 284.99 FEET;
THENCE N 08°14'28" W, A DISTANCE OF 450.13 FEET;
THENCE N 18°57'10" E, A DISTANCE OF 224.76 FEET;
THENCE N 68°01'13" E, A DISTANCE OF 452.74 FEET TO A POINT ON THE WEST LINE OF TRACT B, SOUTH ACADEMY HIGHLANDS FILING NO. 2 AS RECORDED AT RECEPTION NO. 216713726 IN SAID RECORDS;

THENCE COINCIDENT WITH SAID WEST LINE THE FOLLOWING TWO (2) COURSES:

- 1) S 05°08'13" W, A DISTANCE OF 273.60 FEET;
- 2) ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 27°13'21", A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 287.45 FEET; AND A CHORD BEARING AND DISTANCE OF S 08°28'27" E, 284.75 FEET TO A POINT ON THE WEST LINE OF TRACT A, SOUTH ACADEMY HIGHLANDS FILING NO. 1 AS RECORDED AT RECEPTION NO. 214713425 IN SAID RECORDS;

THENCE COINCIDENT WITH THE WEST LINE OF SAID TRACT A AND EXTENSION THEREOF S 22°05'08" E, A DISTANCE OF 501.71 FEET TO A POINT ON THE WEST LINE OF VENETUCCI BOULEVARD AS DEDICATED IN SAID SOUTH ACADEMY HIGHLANDS FILING NO. 1;

THENCE COINCIDENT WITH SAID WEST LINE THE FOLLOWING FOUR (4) COURSES:

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- 1) ALONG A TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 21°34'55", A RADIUS OF 560.00 FEET, AN ARC LENGTH OF 210.94 FEET; AND A CHORD BEARING AND DISTANCE OF S 11°17'40" E, 209.69 FEET;
- 2) S 00°30'10" E, A DISTANCE OF 51.78 FEET;
- 3) S 89°29'47" W, A DISTANCE OF 17.00 FEET;
- 4) S 00°30'13" E, A DISTANCE OF 162.77 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 706,978 SQUARE FEET OR 16.2300 ACRES, MORE OR LESS.

NOTE: UPON SATISFACTION OF THE REQUIREMENTS HEREIN SET FORTH THE ABOVE LEGAL DESCRIPTION MAY BE AMENDED TO READ AS FOLLOWS:

Lot _____, SOUTH ACADEMY STATION SUBDIVISION, according to the plat thereof recorded _____, 2024 at Reception No. _____, County of El Paso, State of Colorado.

For informational purposes only: APN(s): 6504300049 and 6504300050

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Commitment No. NCS-1171373-INDY

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.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
7. Evidence that all assessments for common expenses, if any, have been paid.
8. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
9. Recordation of the plat of South Academy Station.

NOTE: Said proposed plat map must be submitted to the Company for review and approval prior to its recordation. The Company reserves the right to make further requirements and/or exceptions upon the review of the plat map.

10. Receipt by the Company of the following documentation for CS 2005 Investments III LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

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NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

11. Receipt by the Company of a Corporate Resolution executed by the officers of Thompson Thrift Development, Inc., an Indiana corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

12. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by CS 2005 Investments III LLC, a Colorado limited liability company.
13. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Thompson Thrift Development, Inc., an Indiana corporation.

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Form 50095700 (12-17-21)



Commitment No. NCS-1171373-INDY

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 which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
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. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Intentionally deleted after review of the survey as plotted by L. Brad Oswald and prepared by WSB dated May 11, 2023 as Project No. 022696-000, (the "Survey").

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10. An easement for dyke and incidental purposes granted to Department of Highways, State of Colorado, as set forth in an instrument recorded October 10, 1955 in Book 1529 at Page 235 at Reception No. 976683.
11. Intentionally deleted after review of the Survey.
12. Intentionally deleted after review of the Survey.
13. Reservation in Deed recorded March 28, 1968 in Book 2228 at Page 194 at Reception No. 594156, as follows: Reserving and excepting from the property described therein any water and water rights, or ditch and ditch rights appurtenant to or used in connection with the property.
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Stratmoor Hills Water District, as evidenced by instruments recorded January 28, 1971 in Book 2387 at Page 1 at Reception No. 778846 and March 22, 1999 at Reception No. 99043633. None due and payable at time of Policy.
15. Intentionally deleted after review of the Survey.
16. Intentionally deleted after review of the Survey.
17. Intentionally deleted after review of the Survey.
18. Intentionally deleted after review of the Survey.
19. Intentionally deleted after review of the Survey.
20. Intentionally deleted after review of the Survey.
21. Intentionally deleted after review of the Survey.
22. Intentionally deleted after review of the Survey.
23. Intentionally deleted after review of the Survey.
24. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Stratmoor Hills Sanitation District, as evidenced by instrument recorded March 22, 1999 at Reception No. 99043613. None due and payable at time of Policy. None due and payable at the date of Policy.
25. Intentionally deleted after review of the Survey.
26. Intentionally deleted after review of the Survey.

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Form 50095700 (12-17-21)



27. Any tax, lien, fee or assessment by reason of inclusion of subject property in the South Academy Station Metropolitan District Nos. 1-5, as evidenced by instruments recorded December 19, 2007 at Reception Nos. 207161137, 207161138, 207161139, 207161140, 207161141, January 30, 2008 at Reception Nos. 208011338, 208011339, 208011340, 208011341, 208011342 and April 28, 2008 at Reception No. 208047603.

NOTE: Board of County Commissioners County of El Paso, State of Colorado Resolution No. 07-352 to approve the Title 32 South Academy Station Metropolitan District Nos. 1-5, CS 2005 Investments III, LLC (ID-07-007) in connection therewith recorded September 5, 2007 at Reception No. 207115634.

28. The effect of South Academy Station Concept PUD recorded January 28, 2008 at Reception No. 208009927.
29. Terms, conditions, provisions, obligations and agreements as set forth in the Board of County Commissioners County of El Paso, State of Colorado Resolution No. 07-502 - to Approve Rezone From the RS-5000 and the CC Zone Districts to the PUD Zone District (PUD-07-011)-CS 2005 Investments III, LLC recorded February 20, 2008 at Reception No. 208019342.
30. The effect of South Academy Station PUD Development Plan recorded July 15, 2008 at Reception No. 208079841
31. Terms, conditions, provisions, obligations and agreements as set forth in the Board of County Commissioners County of El Paso, State of Colorado Resolution No. 08-120 - to Approve Rezone From the RS-5000 and the CC Zone Districts to the PUD Zone District (PUD-07-015)-CS 2005 Investments III, LLC recorded September 30, 2008 at Reception No. 208107012.
32. Intentionally deleted after review of the Survey.
33. This item has been intentionally deleted.
34. Covenants, conditions, restrictions, provisions, easements and fees as set forth in Declaration of Covenants, Conditions, and Restrictions (South Academy) recorded May 20, 2011 at Reception No. 211049905, 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.

NOTE: Notice of Transfer Fee in connection therewith recorded September 22, 2011 at Reception No. 211092331.

Notice of Exclusion from Covenants, Conditions, and Restrictions in connection therewith recorded December 28, 2012 at Reception No. 212155367, and Corrective Notice recorded February 6, 2013 at Reception No. 213016541.

35. This item has been intentionally deleted.

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36. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of South Academy Station, recorded _____, 2022 at Reception No. _____.
37. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded April 17, 2023 at Reception No. 223031021.
38. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

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

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- 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

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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- 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.

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.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 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.

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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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