



**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: 1380 17th Street, Denver, CO 80202
Issuing Office's ALTA® Registry ID: 1105402
Commitment Number: NCS-1230913-CO
Issuing Office File Number: NCS-1230913-CO
Property Address: 15101 Belford Avenue, Parker, CO
Revision Number:

Escrow Officer Name: Nichole Segura
Escrow Officer Number: (303)876-1112

Escrow Officer Email: nsegura@firstam.com
Escrow Assistant Name: Ellen Bentson
Escrow Assistant Number: (720)812-3985
Escrow Assistant Email: ebentson@firstam.com
Title Officer Name: Sarah Oderio
Title Officer Number: (720)672-5210
Title Officer Email: soderio@firstam.com
Title Assistant Name: Alexis Brown
Title Assistant Number: (720)788-8143
Title Assistant Email: albrown@firstam.com

SCHEDULE A

1. Commitment Date: August 20, 2024 at 5:00 P.M.
2. Policy to be issued:
 - a. NONE, See Schedule B, Part I
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
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:](#)

Century Living at Compark, 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-1230913-CO

EXHIBIT A

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

Lot 1, COMPARK VILLAGE SOUTH FILING NO. 1, AMENDMENT 2, according to the plat recorded September 28, 2022 at Reception No. [2022064037](#), County of Douglas, State of Colorado.

For informational purposes only: APN: 2233-064-09-001

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Commitment No. NCS-1230913-CO

SCHEDULE B, PART I—Requirements

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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Commitment No. NCS-1230913-CO

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. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
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. 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.
8. Any existing leases or tenancies.

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9. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Douglas County Soil Conservation District.
10. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded February 2, 1898 in [Book 12 at Page 76](#).
11. Terms, conditions, provisions, obligations and agreements as set forth in the Board of Commissioners Douglas County Resolution No. R-82-34 recorded April 29, 1982 in [Book 440 at Page 204](#) and re-recorded February 8, 1983 in [Book 465 at Page 324](#).
12. Reservation of groundwater rights as set forth in Instrument recorded October 25, 1985 in [Book 603 at Page 328](#).
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988 in [Book 790 at Page 718](#).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the E-470 Public Highway Authority, as evidenced by instrument recorded May 12, 1988 in [Book 792 at Page 3](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court recorded March 26, 1990 in [Book 903 at Page 20](#).
16. Water Rights as set forth in Deed recorded July 3, 2001 in [Book 2077 at Page 915](#).
17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Road Construction Agreement recorded September 2, 2005 at Reception No. [2005083846](#).
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Intersection Improvement Agreement recorded September 2, 2005 at Reception No. [2005083847](#).
19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Dedication Agreement recorded September 2, 2005 at Reception No. [2005083852](#).
20. Water rights as set forth in Quit Claim Deed recorded September 2, 2005 at Reception No. [2005083853](#).
21. Ordinance 2.239 Series of 2014, for the Annexation of Contiguous Unincorporated Territory known as the Compark Village South Property, recorded January 8, 2015 at Reception No. [2015001335](#).

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22. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Compark Village South Annexation, recorded January 8, 2015 at Reception No. [2015001336](#).
23. Terms, conditions, provisions, obligations and agreements as set forth in the Compark Village South Annexation Agreement recorded January 8, 2015 at Reception No. [2015001337](#) and First Amendment Compark Village South Annexation Agreement recorded August 15, 2017 at Reception No. [2017055568](#).
24. Ordinance 3.253.5 Series 2014, for Rezoning, recorded January 8, 2015 at Reception No. [2015001338](#).
25. Effect, terms, conditions, provisions, and obligations as set forth in the Compark Village Planned Development, Development Guide, recorded January 8, 2015 at Reception No. [2015001339](#); as affected by the Compark Village Planned Development Fourth Amendment recorded January 8, 2015 at Reception No. [2015001340](#); as affected by Ordinance No. 3.253.6, Series of 2015 to Rezone Certain Property within the Town of Parker recorded June 6, 2017 at Reception No. [2017037723](#); and as affected by the Fifth Amendment recorded June 6, 2017 at Reception No. [2017037730](#).
26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreements by and between 470 Compark, LLC and Stonegate Village Metropolitan District recorded June 7, 2017 at Reception No. [2017038326](#) and recorded June 7, 2017 at Reception No. [2017038330](#).
27. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Resolution of the Board of Directors of Belford South Metropolitan District regarding the Imposition of Development Fees and Notice of System Access Fees recorded March 9, 2020 at Reception No. [2020016659](#).
28. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Compark Village South Filing No. 1, recorded November 25, 2020 at Reception No. [2020116011](#) as amended by Compark Village South Filing No. 1, Amendment 1 recorded December 8, 2021 at Reception No. [2021135505](#), and on the plat of Compark Village South Filing No.1, Amendment 2, recorded September 28, 2022, at Reception No. [2022064037](#).
29. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Agreement Compark Village South Filing No. 1 recorded November 25, 2020 at Reception No. [2020116012](#).

Assignment and Assumption Agreements for Compark Village South Filing No. 1 Subdivision Agreement in connection therewith recorded November 25, 2020 at Reception No. [2020116266](#), and recorded April 29, 2022 at Reception No. [2022031084](#), and First Amendments to Subdivision Agreement Compark Village South Filing No. 1 in connection therewith recorded May 17, 2022 at Reception No. [2022034826](#), and recorded June 13, 2022 at Reception No. [2022041654](#).

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30. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement of Stonegate Village Metropolitan District Compark Village South Water and Sanitary Sewer Easement recorded June 7, 2017 at Reception No. [2017038350](#).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed (Access to Well Site Easement - 190) recorded September 7, 2010 at Reception No. [2010056855](#).
32. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Underground Access Easement for Intermountain Rural Electric Association recorded October 19, 2021 at Reception No. [2021118503](#).
33. Reservation of Mineral Rights subject to Termination of Surface Use Rights as set in that certain Special Warranty Deed recorded December 15, 2021 at Reception No. [2021137665](#).
34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Declaration of Temporary Construction and Access Easement recorded December 15, 2021 at Reception No. [2021137664](#).
35. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Agreement Compark Village South Filing No. 1, Amendment 2 recorded September 28, 2022 at Reception No. [2022064038](#).

Assignment and Assumption Agreement for Subdivision Agreement Compark Village South Filing No. 1, Amendment 2 in connection therewith recorded August 4, 2023 at Reception No. [2023033658](#) and First Amendment to Subdivision Agreement Compark Village South Filing No. 1, Amendment 2 recorded July 24, 2024 at Reception No. [2024030560](#).

36. Deed of Trust from Century Living at Compark, LLC, a Colorado limited liability company to the Public Trustee of Douglas County for the use of UMB Bank, N. A., a national banking association to secure an indebtedness in the principal sum of \$59,617,640.00, and any other amounts and/or obligations secured thereby, dated March 17, 2023 and recorded March 17, 2023 as Reception No. [2023011098](#).

Notice By Disburser in connection therewith recorded March 17, 2023 at Reception No. [2023011099](#).

37. An easement for utilities and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded November 6, 2023 at Reception No. [2023047338](#).
38. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Underground Access Easement recorded December 6, 2023 at Reception No. [2023051149](#).

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39. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement Utility recorded May 2, 2024 at Reception No. [2024017595](#).

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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.**

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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:

- 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.

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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