



**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	Escrow Officer Name:
Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Number:
Issuing Office's ALTA® Registry ID: 1105402	Escrow Officer Email:
Commitment Number: NCS-1182470-CO	Escrow Assistant Name:
Issuing Office File Number: NCS-1182470-CO	Escrow Assistant Number:
Property Address: Parklands Village 1, Filing 1, Aurora, CO	Escrow Assistant Email:
Revision Number:	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: June 20, 2023 at 5:00 P.M.
2. Policy to be issued:
 - a. None, See Schedule B, Part I
Proposed Insured: None
Proposed Amount of Insurance: \$None
The estate or interest to be insured: None
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:

NL Village I Land Co 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-1182470-CO

EXHIBIT A

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

A PARCEL OF LAND BEING A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 1, 2023, AT RECEPTION NO. [E3006478](#) IN THE RECORDS OF THE ARAPAHOE COUNTY, COLORADO CLERK AND RECORDER, LOCATED IN THE WEST HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 TO BEAR SOUTH 00°07'11" EAST, A DISTANCE OF 2627.16 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°17'53" EAST, A DISTANCE OF 110.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH HARVEST ROAD AS RECORDED AT RECEPTION NO. [B0150914](#) IN SAID RECORDS AND NORTHERLY LINE OF THAT PARCEL AS DESCRIBED AT SAID RECEPTION NO. [E3006478](#) ALL RECORDED IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING NINE (9) COURSES:

1. NORTH 89°17'53" EAST, A DISTANCE OF 138.03 FEET;
2. SOUTH 54°08'22" EAST, A DISTANCE OF 140.06 FEET;
3. SOUTH 65°16'42" EAST, A DISTANCE OF 212.00 FEET;
4. SOUTH 69°43'05" EAST, A DISTANCE OF 228.00 FEET;
5. SOUTH 77°18'19" EAST, A DISTANCE OF 179.00 FEET;
6. SOUTH 83°46'03" EAST, A DISTANCE OF 115.00 FEET;
7. SOUTH 62°27'12" EAST, A DISTANCE OF 236.00 FEET;
8. SOUTH 58°35'19" EAST, A DISTANCE OF 235.00 FEET;
9. SOUTH 79°41'51" EAST, A DISTANCE OF 9.64 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 19°48'22" WEST, A DISTANCE OF 480.30 FEET;

THENCE NORTH 74°39'50" WEST, A DISTANCE OF 43.39 FEET;

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THENCE SOUTH 14°55'38" WEST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1125.85 FEET;

THENCE SOUTH 00°01'42" WEST, A DISTANCE OF 64.01 FEET;

THENCE SOUTH 00°07'11" EAST, A DISTANCE OF 687.00 FEET;

THENCE SOUTH 20°22'32" WEST, A DISTANCE OF 163.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 760.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°22'32" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°30'18", AN ARC LENGTH OF 921.95 FEET;

THENCE SOUTH 00°07'11" EAST, A DISTANCE OF 1379.91 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST JEWELL AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°35'57" WEST, A DISTANCE OF 1572.89 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH HARVEST ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°07'11" WEST, A DISTANCE OF 2554.79 FEET;

2. NORTH 00°07'11" WEST, A DISTANCE OF 2628.28 FEET TO THE POINT OF BEGINNING,

County of Arapahoe,
State of Colorado.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:

ANTHONY K. PEALL, COLORADO PLS NO. 38636
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303-713-1898

For informational purposes only: APN(s): 1977-20-2-00-004, 1977-20-2-00-005 and 1977-20-2-00-006

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Commitment No. NCS-1182470-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-1182470-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 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 and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims of title to water, in, on or under the Land.
7. Any existing leases or tenancies.
8. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded April 8, 1909 in [Book 34 at Page 306](#).
9. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded April 8, 1909 in [Book 34 at Page 307](#).
10. Ordinance No. 85-261, for annexing, recorded September 18, 1986 in [Book 4890 at Page 352](#).

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11. Ordinance No. 85-262, for annexing, recorded September 18, 1986 in [Book 4890 at Page 357](#).
12. Terms, conditions, provisions, obligations and agreements as set forth in the Eastern Hills General Development Plan recorded March 2, 1987 at Reception No. [2800756](#).
13. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded March 31, 1987 in [Book 5092 at Page 727](#).
14. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of the Board of Directors of the E-470 Highway Authority recorded December 19, 1995 at Reception No. [A5133864](#) and at Reception No. [A5133865](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Eastern Hills Framework Development Plan recorded July 7, 2003 at Reception No. [B3143481](#).
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded January 17, 2006 at Reception No. [B6006445](#).
17. Mineral rights as conveyed by Deed recorded May 26, 2006 at Reception No. [B6079139](#), and any and all assignments thereof or interests therein.

Warranty Deed, Assignment, Bill of Sale and Conveyance in connection therewith recorded January 14, 2013 at Reception No. [D3005790](#).

Mineral Deed, Conveyance, Assignment and Bill of Sale in connection therewith recorded December 3, 2014 at Reception No. [2014000084716](#). (Adams County Records)..

18. Oil and Gas Lease recorded May 10, 2011 at Reception No. [D1044511](#), and any and all assignments thereof or interests therein.

Memorandum of Agreement in connection therewith recorded August 11, 2011 at Reception No. [D1076638](#).

19. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded December 15, 2014 at Reception No. [D4116891](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Surface Use and Damage Agreement recorded March 31, 2017 at Reception No. [D7037052](#).

Second Amendment to Amended and Restated Surface Use and Damage Agreement in connection therewith recorded February 17, 2022 at Reception No. [E2019493](#).

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21. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded October 12, 2018 at Reception Nos [D8101267](#), [D8101275](#) and [D8101324](#) and recorded April 15, 2020 at Reception No. [E0045368](#).
22. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Dedication recorded November 1, 2018 at Reception No. [2018000088790](#).
23. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Connection, Dedication and Transportation Agreement recorded January 23, 2019 at Reception No. [D9006387](#).
24. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded September 15, 2020 at Reception No. [E0121709](#).
25. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Dedication Under Amended and Restated Gas Gathering, Processing and Purchase Agreement recorded February 3, 2021 at Reception No. [E1018191](#).
26. Any tax, lien, fee or assessment by reason of inclusion of a portion of subject property in the Eastern Hills Metropolitan District No. 1, as evidenced by instrument recorded November 30, 2022 at Reception No. [E2114967](#).

Eastern Hills Metropolitan District No. 1 Special District Public Disclosure recorded December 2, 2022 at Reception No. [E2115697](#).

27. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Eastern Hills Metropolitan District No. 8, as evidenced by instrument recorded November 30, 2022 at Reception No. [E2114968](#).

Eastern Hills Metropolitan District No. 8 Special District Public Disclosure recorded December 2, 2022 at Reception No. [E2115698](#).

28. Reservation of oil, gas and other minerals as reserved in Special Warranty Deed recorded February 1, 2023 at Reception No. [E3006478](#), and any and all assignments thereof or interests therein.
29. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Eastern Hills Metropolitan District No. 12, as evidenced by instrument recorded March 28, 2023 at Reception No. [E3019787](#).
30. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Eastern Hills Metropolitan District No. 13, as evidenced by instrument recorded March 28, 2023 at Reception No. [E3019794](#).

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31. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Eastern Hills Metropolitan District No. 14, as evidenced by instrument recorded March 28, 2023 at Reception No. [E3019799](#).
32. Parklands Master Plan Map recorded May 30, 2023 at Reception No. [E3035937](#).
33. Deed of Trust from NL Village I Land Co LLC, a Colorado limited liability company to the Public Trustee of Arapahoe County for the use of NCP Parklands I LLC, a Delaware limited liability company to secure an indebtedness in the principal sum of \$72,000,000.00, and any other amounts and/or obligations secured thereby, dated January 31, 2023 and recorded February 1, 2023 at Reception No. [E3006479](#).
34. Financing Statement between NL Village I Land Co LLC, as debtor, and NCP Parklands I LLC,, as secured party, recorded February 1, 2023 at Reception No. [E3006480](#).

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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.

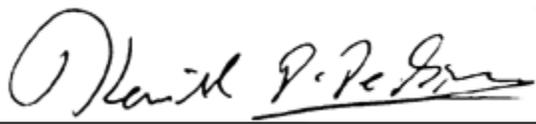
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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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