



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: 1100 Main Street, Suite 1900, Kansas City, MO 64105

Issuing Office's ALTA® Registry ID: 1145674

Commitment Number: NCS-1170534A-KCTY

Issuing Office File Number: NCS-1170534A-KCTY

Property Address: Section 2-Township 4-Range 66, 20000 East Colfax Avenue, Aurora, CO 80018

Revision Number:

SCHEDULE A

1. Commitment Date: September 28, 2023 at 5:00 P.M.
2. Policy to be issued:
 - a. None - See Schedule B, Part IProposed Insured:
Proposed Amount of Insurance: \$1,000.00
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:](#)

NP Stafford I, LLC, a Delaware limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Form 50095700 (12-17-21)

Page 1 of 14



Commitment No. NCS-1170534A-KCTY

EXHIBIT A

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

Parcel 1:

That part of Section 2, Township 4 South, Range 66 West of the 6th P.M., described as follows:

Beginning at a point 815 feet East and 50 feet South of the Northwest corner of Section 2, Township 4 South, Range 66 West of the 6th P.M.;

Thence East 165 feet;

Thence South 660 feet;

Thence West 165 feet;

Thence North 660 feet to the Point of Beginning;

EXCEPT any portion lying within those portions conveyed to the State Highway Commission of Colorado in Right of Way Deeds recorded February 16, 1955 in [Book 901 at Page 465](#) and February 28, 1955 in [Book 903 at Page 363](#).

County of Arapahoe,
State of Colorado.

Parcel 2:

A parcel or land situated in the Northwest 1/4 of Section 2, Township 4 South, Range 66 West of the 6th P.M., County of Arapahoe, State of Colorado, being more particularly described as follows:

Beginning at a point on the West line of the Northwest 1/4 of said Section 2 from whence the Northwest corner of said Section 2 bears North 00 Degrees 00'31" East, a distance of 796.00 feet;

Thence North 89 Degrees 55'00" East along a line parallel with and 796.00 feet South of the North line of said Northwest 1/4 of Section 2, a distance of 816.16 feet;

Thence North 00 Degrees 05'00" West, a distance of 86.00 feet to a point 710.00 feet South of the North line of said Northwest 1/4 of Section 2;

Thence North 89 Degrees 55'00" East along a line parallel with and 710.00 feet South of the North line of said Northwest 1/4 of Section 2, a distance of 165.00 feet;

Thence South 00 Degrees 05'00" East, a distance of 770.00 feet;

Thence South 89 Degrees 55'00" West, a distance of 982.26 feet to a point on the West line of said Northwest 1/4 of Section 2;

Thence North 00 Degrees 00'31" East along said West line of the Northwest 1/4 of Section 2, a distance of 684.00 feet to the Point of Beginning.

County of Arapahoe.
State of Colorado.

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First American

**Commitment for Title Insurance
Colorado - 2021 v. 01.00 (07-01-2021)**

For informational purposes only: APN: 1975-02-2-00-002 and 1975-02-2-00-009

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Form 50095700 (12-17-21)

Page 3 of 14



Commitment No. NCS-1170534A-KCTY

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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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Form 50095700 (12-17-21)

Page 4 of 14



Commitment No. NCS-1170534A-KCTY

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.

The Following Matters 8 through 18 Affect Parcel 1

8. Oil and Gas Lease recorded Oil, gas and other minerals reserved in Deeds recorded February 16, 1955 in [Book 901, Page 465](#) and February 28, 1955 in [Book 903, Page 363](#), and any and all assignments thereof or interests therein.
9. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 79-164 recorded March 10, 1980 in [Book 3182, Page 767](#).
10. An easement for Right-of-Way and incidental purposes granted to Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded August 23, 1985 in [Book 4529, Page 668](#).

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Form 50095700 (12-17-21)

Page 5 of 14



11. An easement for Utilities and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded December 15, 1986 in [Book 4985, Page 41](#).
12. The effect of Certificate regarding inclusion of subject property in the E-470 Highway Authority boundaries, as evidenced by instrument recorded December 19, 1995 at Reception No. [A5133863](#) and Amendment thereto recorded December 19, 1995 at Reception No. [A5133865](#).
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the SLC Metropolitan District No. 1, as evidenced by instrument recorded December 4, 2019 at Reception No. [D9132599](#).

Special District Public Disclosure Document SLC Metropolitan District No. 1 recorded December 4, 2019 at Reception No. [D9132603](#).

14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the SLC Metropolitan District No. 2, as evidenced by instrument recorded December 4, 2019 at Reception No. [D9132600](#).

Special District Public Disclosure Document SLC Metropolitan District No. 2 in connection therewith recorded December 4, 2019 at Reception No. [D9132604](#).

Order for Exclusion in connection therewith recorded April 8, 2022 at Reception No. [E2039706](#).

15. Any tax, lien, fee or assessment by reason of inclusion of subject property in the SLC Metropolitan District No. 3, as evidenced by instrument recorded December 4, 2019 at Reception No. [D9132601](#).

Special District Public Disclosure Document SLC Metropolitan District No. 3 recorded December 4, 2019 at Reception No. [D9132605](#).

16. Any tax, lien, fee or assessment by reason of inclusion of subject property in the SLC Metropolitan District No. 4, as evidenced by instrument recorded December 4, 2019 at Reception No. [D9132602](#).

Special District Public Disclosure Document SLC Metropolitan District No. 2 recorded December 4, 2019 at Reception No. [D9132606](#).

17. Deed of Trust from NP Stafford I, LLC, a Delaware limited liability company to the Public Trustee of Arapahoe County for the use of Simmons Bank to secure an indebtedness in the principal sum of \$1,646,000.00, and any other amounts and/or obligations secured thereby, dated April 14, 2023 and recorded April 14, 2023 at Reception No. [E3025002](#).
18. UCC Financing Statement between NP Stafford I, LLC, as debtor, and Simmons Bank, as secured party, recorded April 14, 2023 at Reception No. [E3025003](#).

The Following Matters 19 through 26 Affect Parcel 2

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Form 50095700 (12-17-21)

Page 6 of 14



19. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Covenant recorded May 2, 1973 in [Book 2124 at Page 100](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded May 2, 1973 in [Book 2124 at Page 105](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 73-45 recorded May 22, 1973 in [Book 2130 at Page 379](#).
22. Any tax, lien, fee or assessment by reason of inclusion of subject property in the E-470 Highway Authority boundaries, as evidenced by instrument recorded December 19, 1995 at Reception No. [A5133863](#) and Amendment thereto recorded December 19, 1995 at Reception No. [A5133865](#).
23. Deed of Trust from NP Stafford I, LLC, a Delaware limited liability company to the Public Trustee of Arapahoe County for the use of Simmons Bank to secure an indebtedness in the principal sum of \$1,144,000.00, and any other amounts and/or obligations secured thereby, dated April 14, 2023 and recorded April 14, 2023 at Reception No. [E3025004](#).

Assignment of Leases, Rents, and Other Benefits in connection therewith recorded April 27, 2023 at Reception No. [E3028128](#).
24. Financing Statement between NP Stafford I, LLC, as debtor, and Simmons Bank, as secured party, recorded April 14, 2023 at Reception No. [E3025005](#).
25. Financing Statement between NP Stafford I, LLC, as debtor, and Simmons Bank, as secured party, recorded April 17, 2023 at Reception No. [E3025187](#).
26. The following matters disclosed by an ALTA/NSPS survey made by Ware Malcomb Civil Engineering & Surveying on 3/29/23, designated Job No. [DCS23-4005](#):
 - a. 8' wood fence located on the northern boundary of the property encroaching 2.1' north of the Property line
 - b. 8' wood fence located on the northern boundary of the property encroaching 14.3' north of the Property line
 - c. Fence located on the southern boundary of the property encroaching 4.3' south of the Property line

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Form 50095700 (12-17-21)

Page 7 of 14



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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Form 50095700 (12-17-21)

Page 9 of 14



**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.

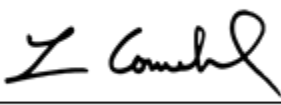
COMMITMENT TO ISSUE POLICY

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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Form 50095700 (12-17-21)

Page 11 of 14



- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements; and
 - Schedule B, Part II—Exceptions; and
 - 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**
- 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:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - 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.
 - 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.
 - 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.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - 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.
 - 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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Page 12 of 14



- 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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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Form 50095700 (12-17-21)

Page 14 of 14