



**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	Escrow Officer Name:
National Commercial Services	Escrow Officer Number:
Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Email:
Issuing Office's ALTA® Registry ID: 1105402	Escrow Assistant Name:
Commitment Number: NCS-1165426-CO	Escrow Assistant Number:
Issuing Office File Number: NCS-1165426-CO	Escrow Assistant Email:
Property Address: Vacant Land/APNs 0182136202004, 0182136202002, Aurora, CO	Title Officer Name: Maximilian Parmenter
Revision Number:	Title Officer Number: (303)304-3692
	Title Officer Email: mparmenter@firstam.com
	Title Assistant Name: Victoria Howard
	Title Assistant Number: (303)291-0161
	Title Assistant Email: vhoward@firstam.com

SCHEDULE A

1. Commitment Date: July 17, 2023 at 5:00 P.M.
2. Policy to be issued:
 - a. None - See Schedule B, Part I
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:](#)

Prologis Park 70 Land Venture, 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)



Commitment No. NCS-1165426-CO

EXHIBIT A

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

A parcel of land located in the West half of Section 36, Township 3 South, Range 66 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the West quarter corner of Section 36, Township 3 South, Range 66 West of the Sixth Principal Meridian;

thence North 89°23'23" East, along the Southerly line of the Northwest quarter of Section 36, a distance of 40.00 feet to a point on the Easterly right-of-way line of Picadilly Road and the point of beginning;

thence North 00°16'46" East, along said Easterly right-of-way line, a distance of 1024.49 feet, to a point on the Southerly right-of-way line of Smith Road;

thence South 83°29'41" East, along said Southerly right-of-way line, a distance of 1338.85 feet to a point of curvature;

thence 37.63 feet, along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 86°14'26" and a chord which bears South 40°22'28" East, a distance of 34.18 feet;

thence South 02°44'45" West, a distance of 1784.88 feet to a point of curvature;

thence 39.27 feet, along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00" and a chord which bears South 47°44'45" West, a distance of 35.36 feet;

thence North 87°15'15" West, a distance of 610.01 feet to a point of curvature;

thence 590.42 feet, along the arc of a curve to the right, having a radius of 703.00 feet, a central angle of 48°07'13" and a chord which bears North 63°11'38" West, a distance of 573.22 feet to a point of reverse curvature;

thence 174.74 feet, along the arc of a curve to the left, having a radius of 787.00 feet, a central angle of 12°43'18" and a chord which bears North 45°29'41" West, a distance of 174.38 feet to a point on the Easterly right-of-way line of Picadilly Road;

thence North 00°02'27" West, along said Easterly right-of-way line, a distance of 549.88 feet to the point of beginning.

Basis of bearings: Bearings are based on the Westerly line of the Northwest quarter of Section 36, Township 3 South, Range 66 West of the Sixth Principal Meridian bearing North 00°16'46" East and being monumented by a found 3" brass cap in Range Box LS #13327 at the West quarter corner and a found

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3" brass cap in Range Box LS #13327 at the Northwest corner.

EXCEPTING THEREFROM that portion conveyed in Special Warranty Deed recorded July 11, 2014 at Reception No. 2014000045067, and

EXCEPTING THEREFROM that portion conveyed in Warranty Deed recorded July 11, 2014 at Reception No. 2014000045068,

Together with a parcel of land situated in the West half of Section 36, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado and being more particularly described as follows:

Commencing at the West quarter corner of said Section 36; thence North 57°35'09" East 1629.03 feet to the easterly most point of US Foods property line recorded at Reception No. 2012000000152 on the southerly right of way line of Smith Road recorded in Book 1919, Page 472 and the point of beginning;

thence along said southerly right-of-way line South 83°29'41" East a distance of 55.56 feet;

thence South 02°44'54" West a distance of 1806.19 feet to a point of curvature;

thence 39.27 feet along the arc of a curve to the right having a radius of 25.00, a central angle of 89°59'51" and a chord which bears South 47°44'49" West, 35.35 feet;

thence North 87°15'15" West a distance of 32.00 feet to a point of curvature on said existing easterly property line of US Foods; thence along said property line the following three (3) courses:

1) 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet, a central angle of 90°00'00" and a chord which bears North 47°44'45" East, 35.36 feet;

2) thence North 02°44'45" East a distance of 1784.88 feet to a point of curvature;

3) thence 37.63 feet along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 86°14'26" and a chord which bears North 40°22'28" West, 34.18 feet to the point of beginning.

All lineal distance units are represented in U.S. Survey feet.

Basis of bearings: bearings are based on the westerly line of the Northwest quarter of Section 36 bearing South 00°16'46" West as monumented by the Northwest corner of Section 36 being a 3" brass cap "coa" in range box LS No. 13327 and the West one-quarter corner of Section 36 being a 3" brass cap in a Range Box LS No. 13327.

EXCEPTING THEREFROM that portion condemned in Rule and Order recorded November 2, 2021 at Reception No. [2021000129194](#).

For informational purposes only: APN: 0182136202004 and 0182136202002

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Commitment No. NCS-1165426-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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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. 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.
2. 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.
3. Any and all unpaid taxes, assessments and unredeemed tax sales.
4. Any water rights, claims of title to water, in, on or under the Land.
5. Any existing leases or tenancies.
6. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded June 10, 1915 in [Book 73 at Page 419](#).
7. An easement for a pipe line and incidental purposes granted to Colorado Interstate Gas Company, as set forth in an instrument recorded August 18, 1947 in [Book 342 at Page 321](#).

Partial Release of Right of Way Agreement in connection therewith recorded July 2, 2003, at Reception No. [C1168483](#).

Partial Release of Right of Way Agreement in connection therewith recorded July 2, 2003, at Reception No. [C1168484](#).

8. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 85-278 recorded August 11, 1987 in [Book 3354 at Page 162](#).

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Annexation Plat in connection therewith recorded August 11, 1987 at Reception No. [761411](#).

Annexation Agreement in connection therewith recorded August 11, 1987 in [Book 3354 at Page 165](#).

9. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Air Rights Covenant recorded August 29, 1989 in [Book 3596 at Page 191](#), and in [Book 3596 at Page 193](#), 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.
10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Resolution of the Board of Directors of the E-470 Public Highway Authority recorded December 19, 1995 in [Book 4646 at Page 971](#).
11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded September 13, 1996 in [Book 4837 at Page 36](#).
12. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 2000-30 recorded June 1, 2000 in [Book 6145 at Page 178](#).
13. Terms, conditions, provisions, obligations and agreements as set forth in the Long-Term Agreement to Restrict Mineral Development recorded March 28, 2003 at Reception No. [C1116614](#), and recorded July 2, 2003 at Reception No. [C1168482](#), and Amendment to Long-Term Agreement to Restrict Mineral Development and No Surface Occupancy Agreement recorded April 19, 2018 at Reception No. [2018000031525](#), and Amendment to Long-Term Agreement to Restrict Mineral Development Agreement recorded November 25, 2019 at Reception No. [2019000103002](#) and Amendment to Long Term Agreement to Restrict Mineral Development Agreement recorded April 25, 2023 at Reception No. [2023000022543](#).
14. Eastgate-Framework Development Plan recorded January 30, 2004 at Reception No. [C1271442](#)
15. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded January 5, 2007 at Reception No. [2007000002634](#).
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded November 25, 2009 at Reception No. [2009000087681](#).
17. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants, Conditions, Restrictions and Easements for Prologis Park 70 II recorded January 3, 2012 at Reception No. [2012000000151](#), and Amendments recorded thereto August 4, 2016 at Reception No. [2016000063459](#), and September 24, 2019 at Reception No. [2019000079997](#), and November 27, 2019 at Reception No. [2019000103783](#), 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.

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18. An easement for sidewalks and incidental purposes granted to The City of Aurora, Colorado, as set forth in an instrument recorded July 11, 2014 at Reception No. [2014000045069](#).
19. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded January 20, 2015 at Reception No. [2015000004352](#).
20. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Park 70 Metropolitan District, as evidenced by instruments recorded October 15, 2015 at Reception Nos. [2015000086425](#) and [2015000086426](#). None due and payable as of Date of Policy.
21. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Ware Malcomb on and last revised August 29, 2022, designated Job Number DC821-4077:
The fact that an underground electric line and electric transformers exist outside of an easement area.
22. An easement for permanent slope and temporary construction and incidental purposes, recorded November 2, 2021 as Reception No. [2021000129194](#) of Official Records.
In Favor of: City of Aurora, Colorado, a municipal corporation of the Counties of Adams, Arapahoe and Douglas
Affects: as described therein
23. Notice of Assessment and Lien recorded May 24, 2023 at Reception No. [2023000029038](#).
24. Resolution 2023-142 Adopting and Recording the 2022 Official Zoning Maps for Unincorporated Adams County, Colorado recorded June 8, 2023 at Reception No. [2023000032315](#).

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DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE

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

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


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

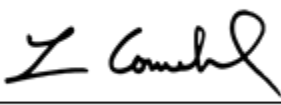
COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

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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