



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

Issuing Agent: First American Title Insurance Company National Commercial Services

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

Issuing Office's ALTA® Registry ID: 1005172      Escrow Officer/Assistant: Garry Wilson / Jeffrey Wainscott

Commitment Number: NCS-1221713-INDY      Phone: / (317)616-2214

Issuing Office File Number: NCS-1221713-INDY      Email: gawilson@firstam.com / jwainscott@firstam.com

Property Address: 124 South East Street, Lebanon, Title Officer/Assistant: Hannah Yi /  
IN 46052

Revision Number:      Phone: (317)616-2219 /  
Email: hyi@firstam.com /

## SCHEDULE A

1. Commitment Date: May 29, 2024 at 7:30 AM

2. Policy to be issued:

a. ALTA® Extended Owner's Policy

Proposed Insured: Dunamis Development, LLC, an Indiana limited liability company

Proposed Amount of Insurance: \$2,642,000.00

The estate or interest to be insured: See Item 3 below

b. ALTA® Extended Loan Policy

Proposed Insured: To be furnished

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:](#)

3701 LLC, an Indiana limited liability company as to Parcel 1 by virtue of a deed recorded as document [0415253](#) and as to Parcel 2 by virtue of a deed recorded as document [201100005445](#);  
Anzio LLC, an Indiana limited liability company as to Parcel 3 by virtue of a deed recorded as document [2019003301](#); Situs, LLC, an Indiana limited liability company as to Parcel 4 by virtue of a deed recorded as document [2023005275](#)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1221713-INDY

## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay us the premiums, fees and charges for the Policy.
4. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exception.
6. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
7. NEW CONSTRUCTION : You must advise us if construction has taken place on the Land within the past ninety (90) days, or constructions is being contemplated or will occur on the property – additional information will be required before waiving or adding construction related coverages.
8. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
9. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
10. **Note:** Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's

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fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

11. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
12. You must supply the Company with the written approval from the Office of the County Auditor and from appropriate Planning/Zoning Department when the transaction being insured will create a split/change of the current tax parcel legal description. The approval should state if prior to the deed being accepted for recording and for transfer of tax ownership whether any other action must be completed to the satisfaction of the governmental entity. The Company reserves the right to make further requirements and/or exceptions based on examination of the same.
13. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

14. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
15. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that 3701 LLC, an Indiana limited liability company is a duly registered legal entity in good standing.
16. Submit to the Company the Operating Agreement, including any amendments thereto, of 3701 LLC, an Indiana limited liability company, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

17. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.

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18. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Anzio LLC, an Indiana limited liability company is a duly registered legal entity in good standing.

19. Submit to the Company the Operating Agreement, including any amendments thereto, of Anzio LLC, an Indiana limited liability company, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

20. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.

21. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Situs, LLC, an Indiana limited liability company is a duly registered legal entity in good standing.

22. Submit to the Company the Operating Agreement, including any amendments thereto, of Situs, LLC, an Indiana limited liability company, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

23. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.

24. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Dunamis Development, LLC is a duly registered legal entity in good standing.

25. Submit to the Company the Operating Agreement, including any amendments thereto, of Dunamis Development, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

26. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Mortgage and appointing an individual to sign the Mortgage.

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Commitment No. NCS-1221713-INDY

## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

### Part One:

1. 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.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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Commitment No. NCS-1221713-INDY

## SCHEDULE B, PART II (Continued)

### Exceptions (Continued)

#### Part Two:

1. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 12, 2024:

Assessed in the name of: 3701 LLC  
Parcel No.: 015-40330-00 / State Id# 06-11-31-018-005.031-002  
Taxing Unit and Code: 015/002 Lebanon Corporation  
Land: \$40,400.00  
Improvements: \$219,100.00  
Exemptions: \$0.00  
First installment of: \$2,682.71 paid  
Second installment of: \$2,682.71 unpaid

a. 2024 ditch Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$20.00, paid. 2nd installment in the amount of \$0.00, none due.

(Affects Parcel 1)

2. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 12, 2024:

Assessed in the name of: 3701 LLC  
Parcel No.: 015-41980-00 / State Id# 06-11-31-018-005.011-002  
Taxing Unit and Code: 015/002 Lebanon Corporation  
Land: \$18,800.00  
Improvements: \$7,500.00  
Exemptions: \$0.00  
First installment of: \$271.89 paid  
Second installment of: \$271.89 unpaid

a. 2024 ditch Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$20.00, paid. 2nd installment in the amount of \$0.00, none due.

(Affects Parcel 2)

3. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 12, 2024:

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Assessed in the name of: Anzio LLC  
Parcel No.: 015-04060-00 / State Id# 06-11-31-018-005.036-002  
Taxing Unit and Code: 015/002 Lebanon Corporation  
Land: \$61,600.00  
Improvements: \$265,000.00  
Exemptions: \$0.00  
First installment of: \$3,376.39 paid  
Second installment of: \$3,376.39 unpaid

a. 2024 ditch Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$20.00, paid. 2nd installment in the amount of \$0.00, none due.

(Affects Parcel 3)

4. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 12, 2024:

Assessed in the name of: Situs LLC  
Parcel No.: 015-34630-00 / State Id# 06-11-31-019-005.009-002  
Taxing Unit and Code: 015/002 Lebanon Corporation  
Land: \$25,700.00  
Improvements: \$185,200.00  
Exemptions: \$0.00  
First installment of: \$2,180.28 paid  
Second installment of: \$2,180.28 unpaid

a. 2024 ditch Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$20.00, paid. 2nd installment in the amount of \$0.00, none due.

(Affects Parcel 4)

5. Real Estate Taxes for the year(s) 2024, (payable 2025) are a lien but not yet due and payable.
6. Terms and provisions of a party wall Agreement recorded August 10, 1908 in Miscellaneous [Record 15, Page 117](#).

(Affects Parcel 1)

7. Terms and provisions of an Environmental Restrictive Covenant recorded November 23, 2009 as document [200900012367](#).

(Affects Parcel 2)

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8. The fact, as disclosed by that certain document or documents recorded November 23, 2009 as document [200900012367](#) of Official Records, that some violation of environmental protection laws may have occurred which may affect the land.  
(Affects Parcel 2)
9. Covenants, Conditions and Restrictions recorded June 30, 2011 as document [201100005445](#).  
(Affects Parcel 2)
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Original Plat of the town, now City of Lebanon, as recorded in [Red Book page 37](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the ditch, a legal drain established in accordance with I.C. 36-9-27-33.
12. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

End of Schedule B

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Commitment No. NCS-1221713-INDY

## EXHIBIT A

The Land referred to herein below is situated in the County of **Boone**, State of **Indiana**, and is described as follows:

**PARCEL 1:**

A PART OF LOTS 3 AND 4 IN BLOCK NO. 18 IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF LEBANON, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT NO. 3 AND RUN THENCE EAST 40 FEET AND 4 INCHES; THENCE SOUTH 120 FEET, MORE OR LESS, TO THE ALLEY ON THE SOUTH LINE OF LOT NO. 4; THENCE WEST 40 FEET 4 INCHES TO THE SOUTHWEST CORNER OF LOT NO. 4; THENCE NORTH 120 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

**PARCEL 2:**

THE SOUTH HALF OF LOT NUMBER SEVEN (7) AND THE SOUTH HALF OF LOT NUMBER EIGHT (8) IN BLOCK NO. 18 IN THE ORIGINAL PLAT OF LEBANON, INDIANA.

**PARCEL 3:**

LOT NUMBERED TWO (2) IN BLOCK EIGHTEEN (18) IN THE ORIGINAL PLAT OF THE CITY OF LEBANON, BOONE COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, INDIANA.

**PARCEL 4:**

THE SOUTH HALF OF LOTS NUMBERED FIVE (5) AND SIX (6) IN BLOCK NINETEEN (19) IN THE ORIGINAL PLAT OF LEBANON, BOONE COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, INDIANA. (RED BOOK)

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*First American*

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

**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;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and

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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 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.

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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- 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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