



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent: Old Republic National Title Insurance-Commercial
Issuing Office: 299 S. Main Street, Ste 120 Salt Lake City, UT 84111
Issuing Office's ALTA Registry ID: 1163247
File Number: 2377HM-McHenry
Loan ID Number:
Property Address: as referenced herein, under Property Address

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Commitment Date: April 3, 2023 at 8:00 AM
2. Policy or Policies to be issued:
 - (a) **2021 ALTA STANDARD OWNER'S POLICY**
Proposed Insured: To Be Determined

Amount of Insurance: To Be Determined
Premium:
 - (b) **2021 ALTA EXTENDED LOAN POLICY**
Proposed Insured: To Be Determined
Amount of Insurance: To Be Determined
Premium: \$0.00
Endorsements: TBD
Endorsement Amount: \$0.00
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

RS21 Mayflower LLC, a Delaware limited liability company, as to Lot 1 through 29, and Ayala Barnett, as to Lot 30
5. The land referred to in this Commitment is described as follows:
See Attached Exhibit "A"

Property Address:
Utah
Tax ID: 00-0021-4986

COUNTERSIGNED

Old Republic National Title Insurance Company



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2377HM-McHenry

EXHIBIT "A"

The surface rights in and to all of:

Lot 1 through 30, MCHENRY ESTATES Amending Lots 16A, 16B & 16D of the MIDA Master Development Plat Amended 2022 recorded April 18, 2023, as Entry No. [531622](#) in Book 1439 at Page 1070, on file and of record in the Wasatch County Recorder's Office.



**SCHEDULE B - I
ALTA COMMITMENT**

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 amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Record Warranty Deed sufficient to convey the fee simple estate or interest in the property described or referred to herein.
6. Deed of Trust sufficient to encumber the fee simple estate or interest in the property described or referred to herein, for the benefit of the Proposed Insured, Schedule A, item 2B.
7. Release(s) and/or reconveyance(s) of Items contained in Schedule B of Exceptions.
8. Obtain a copy of the Articles and/or Certificates of Organization or Incorporation, Bylaws or Operating Agreement (whichever may apply) for: **RS21 Mayflower LLC**



**SCHEDULE B - II
ALTA COMMITMENT
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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exception

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.

Standard Exceptions

2. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
3. Any facts, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
7. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: General Exception 1 and Standard Exceptions 2 - 7 will be deleted on any extended coverage loan policy



Special Exceptions

8. 2023 General Property Taxes are accruing as a lien and are not yet due and payable. 2022 General Property Taxes have been PAID in the amount of \$38,337.16. Tax ID No.: 00-0021-4986

New Tax Parcel Number for 2023 is 00-0021-7771 and 00-0021-7772

Tax Parcel Numbers for subsequent years appear to be 00-0021-8451, 00-0021-8452, 00-0021-8453, 00-0021-8454 through 00-0021-8480

[Tax Parcel Map](#)

9. Said property is located within the boundaries of Heber, Wasatch County, and is subject to all assessments and service charges levied thereof. Tax District: 029
- Wasatch County Recreation District
 - Jordanelle Special Service District Special Improvement District No, 1995-1
 - Wasatch County Fire Protection Special Service District
 - Jordanelle Special Service District Improvement District No. 1997-1
 - MIDA Mountain Village Public Infrastructure District
 - Jordanelle Special Service District
10. Water rights, or claims or title to water.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel in, on, and/or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
- In favor of: Utah Power & Light Company
Recorded: December 21, 1948
Entry No.: [67547](#)
Book: 6 Miscellaneous
Page: 22, of the Official Records.
13. The terms, conditions, restrictions, reservations and limitations of that certain Notice of Density Standards:
- Recorded: January 27, 1987
Entry No.: [141141](#)
Book: 187
Page: 349, of the Official Records.
14. The terms, conditions, restrictions, reservations and limitations of that certain Agreement to Exchange Existing Easements for Replacement Easement and to Exchange Existing Substation Location Replacement Substation Location:
- Recorded: April 19, 1991
Entry No.: [157419](#)
Book: 233
Page: 480, of the Official Records.



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15. The terms, conditions, restrictions, reservations and limitations of that certain Construction, Access and Utility Easement Agreement:
Recorded: November 2, 2017
Entry No.: [444717](#)
Book: 1206
Page: 128, of the Official Records.
16. The terms, conditions, restrictions, reservations and limitations of that certain Assignment of Permits:
Recorded: November 2, 2017
Entry No.: [444719](#)
Book: 1206
Page: 160, of the Official Records.
17. The terms, conditions, restrictions, reservations and limitations of that certain Allocation Agreement :
Recorded: November 2, 2017
Entry No.: [444737](#)
Book: 1206
Page: 825, of the Official Records.
18. The terms, conditions, restrictions, reservations and limitations of that certain Jordanelle Special Service District Water Reservation Agreement:
Recorded: December 28, 2017
Entry No.: [446856](#)
Book: 1211
Page: 811, of the Official Records.
19. The terms, conditions, restrictions, reservations and limitations of that certain Easement Agreement:
Recorded: August 1, 2019
Entry No.: [466266](#)
Book: 1259
Page: 915, of the Official Records.
20. The terms, conditions, restrictions, reservations and limitations of that certain Notice of Water and Sewer Development and Service Agreement:
Recorded: February 13, 2020
Entry No.: [474451](#)
Book: 1282
Page: 262, of the Official Records
21. The terms, conditions, restrictions, reservations and limitations of that certain Declaration of Easements:
Recorded: May 27, 2020
Entry No.: [478559](#)
Book: 1294
Page: 1240, of the Official Records.
22. All Non-Exclusive and Exclusive Easements and Rights-of-Way which affect the Common Area (if any), as well as all Easements, Restrictions, Notes, Setbacks, and Conditions as shown on the Recorded Plat of Mayflower Village Roads Phase 1 recorded May 28, 2020, as Entry No. [478579](#) in Book 1294 at Page 1379, of the Official Records.

All Non-Exclusive and Exclusive Easements and Rights-of-Way which affect the Common Area (if any), as well as all Easements, Restrictions, Notes, Setbacks, and Conditions as shown on the Recorded Plat of First Amendment to Mayflower Village Roads Phase 1 recorded July 27, 2022, as Entry No. [522595](#) in Book 1417 at Page 850, of the Official Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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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23. All Non-Exclusive and Exclusive Easements and Rights-of-Way which affect the Common Area (if any), as well as all Easements, Restrictions, Notes, Setbacks, and Conditions as shown on the Recorded Plat of MIDA Master Development Plat recorded June 30, 2020, as Entry No. [480155](#) in Book 1299 at Page 1122, of the Official Records.

All Non-Exclusive and Exclusive Easements and Rights-of-Way which affect the Common Area (if any), as well as all Easements, Restrictions, Notes, Setbacks, and Conditions as shown on the Recorded Plat of MIDA Master Development Plat Amended 2022 Amending Parcel 6 & Lots 3, 4, 5, 6, 7, 14, 16, 17, 19 & 21 of the MIDA Master Development Plat Lots 1 & 15B and Parcels 1 & 2 Amended recorded July 27, 2022, as Entry No. [522596](#) in Book 1417 at Page 852, of the Official Records.

24. Development Agreement by and between EX Utah Development LLC, BLX LLC, BLX Pioche LLC, BLX Land LLC, BLX MWR Hotel LLC, RH Mayflower LLC and Military Installation Development Authority and the terms, conditions, restrictions and limitations contained therein:

Recorded: August 20, 2020
Entry No: [483120](#)
Book: 1307
Page: 1743, of the Official Records.

Affidavit Correcting Clerical Error recorded September 4, 2020 as Entry No. [484144](#) in Book 1310 at Page 1893, of the Official Records.

The terms, conditions, restrictions, reservations and limitations of that certain Transfer Acknowledgment:

Recorded: November 30, 2021
Entry No.: [511413](#)
Book: 1387
Page: 932, of the Official Records.

First Amendment to Mountainside Resort Master Development Agreement and the terms, conditions, restrictions and limitations contained therein:

Recorded: February 22, 2022
Entry No: [515492](#)
Book : 1398
Page: 399, of the Official Records.

First Amendment to Mountainside Resort Master Development Agreement and the terms, conditions, restrictions and limitations contained therein:

Recorded: February 22, 2022
Entry No: [515493](#)
Book : 1398
Page: 493, of the Official Records.

The terms, conditions, restrictions, reservations and limitations of that certain First Amendment to Transfer Acknowledgment:

Recorded: November 15, 2022
Entry No.: [526909](#)
Book: 1428
Page: 773, of the Official Records.



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25. Covenants, Conditions and/or Restrictions, Easements, Assessments, Liens, Charges, Terms and Provisions contained within that certain Master Declaration of Covenants, Conditions, Restrictions and Easement for Mountainside Village and Resort and any amendments thereto, filed of record for said subdivision, but omitting any Covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said Covenant or Restriction is permitted by applicable law.

Said Declaration and/or Covenants, Conditions and/or Restrictions may provide for, among other things the formation of an Association, which has the power to assess charges for maintenance, and/or transfer fees.

Recorded: August 21, 2020
Entry No: [483149](#)
Book: 1308
Page: 27, of the Official Records.

First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easement for Mountainside Village and Resort recorded December 21, 2021 as Entry No. [512624](#), in Book 1390 at Page 1310, of the Official Records.

Declaration of Annexation recorded February 18, 2022 as Entry No. [515468](#) in Book 1398 at Page 236, of the Official Records.

Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easement for Mountainside Village and Resort recorded March 3, 2022 as Entry No. [516017](#), in Book 1399 at Page 1777, of the Official Records.

Affidavit recorded March 15, 2022 as Entry No. [516581](#) in Book 1401 at Page 929, of the Official Records.

Affidavit recorded March 21, 2023 as Entry No. [530724](#) in Book 1437 at Page 741, of Official Records.

26. Notice of Reinvestment Fee Covenant, and the terms, conditions, and limitations contained therein:

Recorded: August 21, 2020
Entry No: [483150](#)
Book: 1308
Page: 143, of the Official Records.

27. Notice of Pre-Co Fee, and the terms, conditions, and limitations contained therein:

Recorded: August 21, 2020
Entry No: [483156](#)
Book: 1308
Page: 366, of the Official Records.

28. The terms, conditions, restrictions, reservations and limitations of that certain Easement Agreement:

Recorded: November 30, 2021
Entry No.: [511414](#)
Book: 1387
Page: 944, of the Official Records.

29. The terms, conditions, restrictions, reservations and limitations of that certain Access & Utility Easement Agreement:

Recorded: November 30, 2021
Entry No.: [511415](#)
Book: 1387
Page: 993, of the Official Records.



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30. The terms, conditions, restrictions, reservations and limitations of that certain Access & Utility Easement Agreement:

Recorded: November 30, 2021
Entry No.: [511417](#)
Book: 1387
Page: 1033, of the Official Records.

31. Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement, and Fixture Filing

Dated: November 30, 2021
Trustor: RS21 MAYFLOWER LLC, a Delaware limited liability company
Trustee: High Country Title Company
Beneficiary: BLX LOT 14-17 LLC, a Delaware limited liability company
Amount: \$100,000,000.00
Recorded: November 30, 2021
Entry No.: [511418](#)
Book: 1387
Page: 1054, of the Official Records.

The terms, conditions, restrictions, reservations and limitations of that certain Consent and Subordination:

Recorded: March 10, 2022
Entry No.: [516332](#)
Book: 1400
Page: 1432, of the Official Records.

The terms, conditions, restrictions, reservations and limitations of that certain Consent and Acknowledgment of BLX LOT 14-17 LLC:

Recorded: March 10, 2022
Entry No.: [516334](#)
Book: 1400
Page: 1443, of the Official Records.

Substitution of Trustee appointing Old Republic National Title Insurance Company as the Successor Trustee:

Recorded: July 20, 2022
Entry No.: [522343](#)
Book: 1416
Page: 1668, of the Official Records.

The terms, conditions, restrictions, reservations and limitations of that certain Consent and Acknowledgment of BLX LOT 14-17 LLC:

Recorded: July 27, 2022
Entry No.: [522603](#)
Book: 1417
Page: 937, of the Official Records.

The terms, conditions, restrictions, reservations and limitations of that certain Consent and Acknowledgment of BLX LOT 14-17 LLC:

Recorded: April 18, 2023
Entry No.: [531623](#)
Book: 1439
Page: 1083, of the Official Records



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32. Covenants, Conditions and/or Restrictions, Easements, Assessments, Liens, Charges, Terms and Provisions contained within those certain Declaration of Covenants, Conditions and Restrictions for Marcela and any amendments thereto, filed of record for said subdivision, but omitting any Covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said Covenant or Restriction is permitted by applicable law.

Said Declaration and/or Covenants, Conditions and/or Restrictions may provide for, among other things the formation of an Association, which has the power to assess charges for maintenance, and/or transfer fees.

Recorded: February 15, 2022
Entry No: [515245](#)
Book: 1397
Page: 1105, of the Official Records.

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Marcela recorded February 28, 2022 as Entry No. [515783](#), in Book 1399 at Page 418, of the Official Records.

First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions and Easements for Marcela recorded November 15, 2022, as Entry No. [526905](#) in Book 1428 at Page 742, of the Official Records.

33. The terms, conditions, restrictions, reservations and limitations of that certain Declaration of Public Utility Easement:

Recorded: March 28, 2023
Entry No.: [530941](#)
Book: 1437
Page: 1789, of the Official Records.

34. The terms, conditions, restrictions, reservations and limitations of that certain Declaration of Public Utility Easement:

Recorded: March 28, 2023
Entry No.: [530942](#)
Book: 1437
Page: 1796, of the Official Records.

35. All Non-Exclusive and Exclusive Easements and Rights-of-Way which affect the Common Area (if any), as well as all Easements, Restrictions, Notes, Setbacks, and Conditions as shown on the Recorded Plat of MCHENRY ESTATES Amending Lots 16A, 16B & 16D of the MIDA Master Development Plat Amended 2022 recorded April 18, 2023, as Entry No. [531622](#) in Book 1439 at Page 1070, of the Official Records.

36. The terms, conditions, restrictions, reservations and limitations of that certain Access, Construction, Roadway & Utility Facilities Easement Agreement:

Recorded: April 13, 2023
Entry No.: [531510](#)
Book: 1439
Page: 522, of the Official Records

37. The terms, conditions, restrictions and limitations of that certain Boundary Line Agreement by and between RS21 Mayflower LLC, BLX Lease 2 LLC and Ayala Barnett.

Recorded: April 18, 2023
Entry No: [531624](#)
Book: 14393
Page: 1086, of the Official Records.

38. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claim and/or claim liens thereunder.



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NOTE: The following name(s) have been checked for judgments and no unsatisfied judgments appear of record, except as shown herein:

RS21 Mayflower LLC, and Ayala Barnett

For Escrow inquiries contact Hillary Morgan, 801-515-7799 or HMorgan@oldrepublictitle.com

If one of the Title Insurance Policies referenced in Schedule A is not purchased within six months of the Effective Date referenced in Schedule A, a cancellation charge will be assessed.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2377HM-McHenry

Commitment for Title Insurance

Issued By Old Republic National 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, (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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:
Old Republic National Title Insurance-Commercial
299 S. Main Street, Ste 120
Salt Lake City, UT 84111

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

Authorized Signatory

By  President

Attest  Secretary



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; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.



- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or 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.
- 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>.