



Commonwealth Land Title - Arizona
FOR SETTLEMENT INQUIRIES, CONTACT:

Escrow Officer: Daphne Wright
File No.: 942400699

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Commonwealth
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Access Officer: Access Officer02
Title #: LVELOOK
CURRENT VERSION: April 03, 2018

SERIALITY

- LVELOK2 DICK UNCLNMSF
- NO PER 12049R.PUR
- TABLERPZ
- VETTING 2006 12049R.PUR
- HMR PPR
- NO 008 1041111.RPJ
- 12 004 1041111.RPJ
- 1A 104 1041111.RPJ
- 12 004 12049R.PUR
- R 004 12049R.PUR
- NO 002 11049R.PUR
- RR 001 11049R.PUR

SUPPLIEMENTS

- RECORDMENTS
- VESTING
- LEGAL DESCRIPTION
- AFFILIATE MAP

SUMMARY

CURRENT VERSION

VEETING: Sam and Susan Seiler, husband and wife as joint tenants

ADDRESS: 12345 Main Street, Tiburon, California

FORM OF POLICY:
a CNA/CNA 2012 Homeowner's Policy of Title Insurance
AC20 Issue 2008

PROPERTY TAX

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are paid for (pastor) purposes the annual tax year.

-AddendumValueAdded-JAN2017(Title)

Fiscal Year 2017 - 2018:
for installment \$462.91
plus installment \$462.91
Example: \$7,086.00
Credit Area 52109

EXCEPTIONS

- A. Property taxes which are a lien not yet due and payable
- B. Supplemental or assigned assessments if any
- C. Payment of Contractual Assessment Required - HERO/PACE

1. Water rights
2. Provisions in a deed prohibiting the buying, selling or transferring of indicatory liquor on said Land
3. Community covenants, conditions, and restrictions

CRUMB/DRAW/GAZETTE/LAND TITLE - ARIZONA

12345 MAIN STREET
ANYTOWN CA 94020

[VIEW WEBSITE](#)

Effortless, Efficient, Compliant, and Accessible

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

942400699

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, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Commonwealth Land Title Insurance Company

By:

A handwritten signature in black ink, appearing to read "Michael J. Nolan".

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read "Marjorie Nemzura".

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read "Ron Howarth".

Ron Howarth
Authorized Officer or Agent

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Andrew Platt Commonwealth Land Title Ins Company 2390 East Camelback Road, Suite 230 Phoenix, AZ 85016 Phone: 6022873533 Main Phone: (602)287-3500 Email:	Escrow Officer: Daphne Wright Commonwealth Land Title Ins Company 2390 East Camelback Road, Suite 230 Phoenix, AZ 85016 Phone: 602-287-3521 Main Phone: (602)287-3500 Email: Daphne.Wright@cltic.com

Order Number: 942400699

Property Address: 7300 7320 E Palm Ln, Scottsdale, AZ 85257

SCHEDULE A

1. Commitment Date: September 10, 2024 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA Loan Policy 2021
Proposed Insured: Lender with contractual obligations under a loan agreement with either the vested owner identified at Item 4 below or the Proposed Insured owner identified at this Item 2.
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple
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:
Cornerstone Christian Fellowship, an Arizona non-profit corporation, as to Parcel No. 1, Palm Lane Devco LLC, an Arizona limited liability company, as to Parcel No. 2
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 131-19-002T and 131-19-002S

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

commencing at a brass cap flush found at the Southeast corner of the Northwest quarter of the Southwest quarter of section 35, township 2 North, range 4 East, Gila and salt river meridian, from which a brass cap flush found at the Southwest corner of the Northwest quarter of the Southwest quarter of said section 35 bears 89 degrees 46 minutes 38 seconds West, 1320.56 feet;

thence along the South line of the Northwest quarter of the Southwest quarter of said section 35, South 89 degrees 46 minutes 38 seconds West, 29.84 feet;

thence North 00 degrees 13 minutes 22 seconds West, 30.00 feet to the point of beginning;

thence South 89 degrees 46 minutes 38 seconds West, 419.49 feet;

thence North 00 degrees 05 minutes 02 seconds East, 235.00 feet;

thence North 89 degrees 46 minutes 38 seconds East, 419.49 feet;

thence South 00 degrees 05 minutes 02 seconds West, 235.00 feet to the point of beginning.

Parcel No. 2:

commencing at a brass cap flush found at the Southeast corner of the Northwest quarter of the Southwest quarter of section 35, township 2 North, range 4 East, Gila and salt river meridian, from which a brass cap flush found at the Southwest corner of the Northwest quarter of the Southwest quarter of said section 35 bears 89 degrees 46 minutes 38 seconds West, 1320.56 feet;

thence along the South line of the Northwest quarter of the Southwest quarter of said section 35, South 89 degrees 46 minutes 38 seconds West, 489.33 feet;

thence North 00 degrees 13 minutes 22 seconds West, 30.00 feet to the point of beginning;

thence South 89 degrees 46 minutes 38 seconds West, 90.00 feet;

thence North 00 degrees 05 minutes 02 seconds East, 120.00 feet;

thence North 89 degrees 46 minutes 38 seconds East, 90.00 feet;

thence South 00 degrees 05 minutes 02 seconds West, 120.00 feet to the point of beginning.

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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 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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Cornerstone Christian Fellowship, an Arizona non-profit corporation, and Palm Lane Devco LLC, an Arizona limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit

9. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
10. Furnish a plat of an ALTA/NSPS Land Title Survey. If the owner of subject property is in possession of a current ALTA/NSPS Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 8, 10, 11, 16 and 18 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required.

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SCHEDULE B, PART I - Requirements

(continued)

The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Commonwealth Land Title Insurance Company.

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from entity named below.

Limited Liability Company: Cornerstone Christian Fellowship, an Arizona nonprofit corporation

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete list of members certified by the appropriate manager or member.
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from entity named below.

Limited Liability Company: Palm Lane Devco LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete list of members certified by the appropriate manager or member.
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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SCHEDULE B, PART I - Requirements
(continued)

13. Furnish for recordation a partial release/reconveyance of deed of trust:

Amount: \$56,000,000.00
Dated: November 16, 2022
Trustor/Grantor: Cornerstone Christian Fellowship, an Arizona non-profit corporation
Trustee: First American Title Insurance Company, a Nebraska Corporation
Beneficiary: Wesleyan Investment Foundation, Inc.
Recording Date: November 18, 2022
Recording No.: [20220847460](#)
(Parcel No. 1)

14. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).
(Parcel No. 2)

15. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed
Grantor(s): Cornerstone Christian Fellowship, an Arizona nonprofit corporation
Grantee(s): Palm Lane Devco LLC, an Arizona limited liability company
(Parcel No. 1)

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

16. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: Palm Lane Devco LLC, an Arizona limited liability company
Beneficiary: Lender with contractual obligations under a loan agreement with either the vested owner or the Proposed Insured owner
Amount: \$100,000.00

Tax Note:

Year: 2024
Tax Parcel No.: [131-19-002](#)T (Parcel No. 1)
Total Tax: \$0.00
1st Installment: \$No Taxes Due
2nd Installment: \$No Taxes Due

Tax Note:

Year: 2024
Tax Parcel No.: [131-19-002](#)S (Parcel No. 2)

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SCHEDULE B, PART I - Requirements
(continued)

Total Tax: \$0.00
1st Installment: \$No Taxes Due
2nd Installment: \$No Taxes Due

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF SCHEDULE B, PART I

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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:

- A. 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.
1. Any outstanding liabilities and obligations, including unpaid assessments, imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.

2. Reservations contained in the Patent

From: The United States of America
To: Albert G. Utley
Recording Date: May 5, 1891
Recording No: [Book 26 of Deeds, page 171](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

3. Water rights, claims or title to water, whether or not disclosed by the Public Records.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway
Recording Date: November 18, 1964
Recording No.: Docket 5307 of Deeds, Page 467

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SCHEDULE B, PART II - Exceptions
(continued)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Electric lines and appurtenant facilities
Recording Date: May 14, 1965
Recording No.: Docket 5552 of Deeds, Page 150
(Parcel No. 1)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Telephone and Telegraph lines and appurtenant facilities
Recording Date: December 31, 1965
Recording No.: Docket 5867 of Deeds, Page 303
(Parcel No. 2)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway
Recording Date: May 1, 1972
Recording No.: Docket 9403 of Deeds, Page 768
(Parcel No. 2)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Waterline and appurtenant facilities
Recording Date: April 28, 1986
[Recording No.: 86 206372](#)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Roadway and Utility
Recording Date: September 12, 2024
[Recording No.: 20240485152](#)

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

11. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B, PART II

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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
- 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.

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(continued)

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 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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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; 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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