



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
Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111
Issuing Office's ALTA® Registry ID: 1178462
Commitment Number: 14253-6331740
Issuing Office File Number: 14253-6331740
Property Address: Vacant Land, UT,
Revision Number:

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Sandy Espinoza at (801)825-1313 located at 1795 E Legend Hills Drive, Ste 100, Clearfield, UT 84015.**

SCHEDULE A

1. Commitment Date: December 19, 2024 at 8:00 a.m.

2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: Lync Holdings,LLC
Proposed Amount of Insurance: \$1,800,000.00 Premium: \$4,672.00
The estate or interest to be insured: See Item 3 below

 - b. ALTA® Extended Loan Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$1,000.00 Premium: \$200.00
The estate or interest to be insured: See Item 3 below

 - c. Endorsements: Premium: \$

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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4. The Title is, at the Commitment Date, vested in:

The Dee F. Bitton Family Trust Agreement dated December 31, 1979, its Trustees being Sheron B. Musgrave, Deanne B. Phillips and Bradley Dee Bitton as to a 1/2 interest by authority of and in accordance with the terms, conditions and stipulations of said Trust.

and

The Leone B. Bitton Family Trust Agreement dated December 31, 1979, its Trustees being Sheron B. Musgrave, Deanne B. Phillips and Bradley Dee Bitton, as to a 1/2 interest by authority of and in accordance with the terms, conditions and stipulations of said Trust.

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No.: 14253-6331740

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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with the complete documents for the following Trusts: The Dee F. Bitton Family Trust and the Leone B. Bitton Family Trust
7. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
9. The Restrictions on Foreign Acquisitions of Land Act, codified in Utah Code as §63L-13-101, §63L-13-201, and §63L-13-202, effective May 3, 2023, prohibits acquisition of an interest in real property by certain foreign parties. Any loss or damage incurred resulting from a violation of this law is excluded from coverage under the terms of a title insurance policy.

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

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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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land and that are not shown in Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. 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.

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Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies

8. Taxes for the year 2025 now a lien, not yet due. General property taxes for the year 2024 were paid in the amount of \$ 41.45. Tax Parcel No. 15-046-0066.
9. Any charge upon the Land by reason of its inclusion in Central Weber Sewer and North Ogden City.
10. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 18, 2014 as Entry No. [2683049](#) of Official Records.

(The following exception affects portion of the property)

11. An easement over, across or through the Land for maintenance of one or more sanitary sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded February 09, 2001 as Entry No. [1751010](#) in Book 2115 at Page 1720 of Official Records.

(The following exception affects portion of the property)

12. An easement over, across or through the Land for maintenance of one or more sanitary sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded February 09, 2001 as Entry No. [1751012](#) in Book 2115 at Page 1728 of Official Records.

(The following exception affects portion of the property)

13. An easement over, across or through the Land for maintenance of one or more sanitary sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded February 09, 2001 as Entry No. [1751015](#) in Book 2115 at Page 1745 of Official Records.

(The following exception affects portion of the property)

14. An easement over, across or through the Land for maintenance of sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded March 13, 2001 as Entry No. [1757395](#) in Book 2122 at Page 2412 of Official Records.

(The following exception affects portion of the property)

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15. An easement over, across or through the Land for maintenance of sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded April 02, 2001 as Entry No. [1761411](#) in Book 2127 at Page 2665 of Official Records.

(The following exception affects portion of the property)

16. An easement over, across or through the Land for maintenance of sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded April 18, 2001 as Entry No. [1764840](#) in Book 2131 at Page 2453 of Official Records.
17. Resolution No. 27-2012, A Resolution of the Board of County Commissioners of Weber County, Utah, Confirming the tax to be levied for municipal services provided to the unincorporated area of weber county and describing the services to be provided therein recorded December 13, 2012 as Entry No. [2610456](#) of Official Records.
18. Our search of the Public Records finds no outstanding Mortgages affecting the Land.
19. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to American Telephone & Telegraph Company by Instrument recorded June 28, 1929 as Entry No. N/A in [Book 3P at Page 504](#) of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

20. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to American Telephone & Telegraph Company by Instrument recorded June 28, 1929 as Entry No. N/A in [Book 3P at Page 505](#) of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

21. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to American Telephone & Telegraph Company by Instrument recorded June 28, 1929 as Entry No. N/A in [Book 3P at Page 507](#) of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

22. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to American Telephone & Telegraph Company by Instrument recorded June 28, 1929 as Entry No. N/A in [Book 3P at Page 510](#) of Official Records.

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NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

23. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to American Telephone & Telegraph Company by Instrument recorded June 28, 1929 as Entry No. N/A in [Book 3P at Page 514](#) of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

24. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to American Telephone & Telegraph Company by Instrument recorded June 28, 1929 as Entry No. N/A in [Book 3P at Page 515](#) of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

(The following exception affects portion of the property)

25. An easement over, across or through the Land for maintenance of sewer lines and incidental purposes, as granted to Central Weber Sewer Improvement District by Instrument recorded February 13, 2001 as Entry No. [1751568](#) in Book 2116 at Page 375 of Official Records.

(The following exception affects portion of the property)

26. An easement over, across or through the Land for Irrigation canal and incidental purposes, as granted to Hooper Irrigation company by Instrument recorded April 6, 2010 as Entry No. [2466175](#) in Book 71 of Maps at Page 16 of Official Records.
27. Certificate of Creation of the Northern Utah Environmental Resource Agency ("NUERA") and the terms, conditions and limitations contained therein recorded January 20, 2015 as Entry No. [2718461](#) of Official Records.
28. Certificate of Creation of the Wester Weber Park District Area recorded August 01, 2017 as Entry No. [2870841](#) of Official Records.
29. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

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The State Construction Registry discloses the following Preliminary Notice(s): None

30. Terms and conditions of that certain Decree of Divorce with Teresa Lee Bitton as Petitioner and Bradley Dee Bitton as Respondent, filed September 01, 2005 as Case No. [054901706](#), District of Ogden Judicial District Court Clerk's Office, which provides the following: Judgment and Decree of annulment filed March 17, 2006
31. Special Warranty Deed recorded December 26, 2013 as Entry No. [2669732](#) in Book 251 at Page 2419 of Official Records.

The above transaction was not accompanied with a written notice of compliance as required by Utah code 127-27a-103(39) or 17-27a-605

32. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

33. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
34. Water rights, claims or title to water, whether or not shown by the Public Records.

The name(s) Julie Musgrave Sanders, Shannah Bitton Aleiwe, The Leone B. Bitton Family Trust, Sheron B. Musgrave, Deanne B. Phillips, Bradley Dee Bitton, The Dee F. Bitton Family Trust, and Lync Holdings, LLC., has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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Title inquiries should be directed to Bonnie Mecham @ (801)728-7133.

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EXHIBIT A

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

Part of Lot 17, Section 16, Township 6 North, Range 2 West, Salt Lake Base & Meridian: Beginning at a point on the West line of the said Lot, 6018 (should be 601.8) feet South 2°43'00" West from the Northwest corner of said lot, running thence North 85°32'00" East 1484.8 feet, thence North 2°15'00" West 271.0 feet to corner of said lot, Thence North 88°35'00" East 347.5 feet, thence South 1°42'00" West 696.0 feet along the East line of said lot, thence South 89°07'00" West 1042.5 feet along the bounding line of said line, thence South 18°45'00" East 349.2 feet, thence South 44.2 feet East, thence South 89°04'00" West 755.17 feet, thence South 58°32'24" East 93.15 feet, more or less, to the South line of Lot 17 and existing fence line, thence along this existing fence line to the Southwest corner of Lot 17, Thence North 2°43'00" East 150 feet along the West line of said lot, thence East 300 feet, thence North 2°43'00" East 150 feet, thence West 300 feet, thence North 2°43'00" East 100 feet, thence East 300 feet, thence North 2°43'00" East 150 feet, thence West 300 feet, thence North 2°43'00" East 206.80 feet to the Place of Beginning.

Less and Excepting therefrom that portion conveyed to the Jordan R. Musgrave, a married man, By Warranty Deed recorded September 16, 2009 as Entry No. [2434999](#) of official records, Being described as follows:

Part of Lot 17, Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian: Beginning at a point Which is North 2°43'00" East 656.8 feet from the Southwest Corner of said Lot 17 and running thence North 2°43'00" East 100 feet along the West Line of said Lot; thence North 85°32'00" East 302.26 feet along the North Line of Said Lot; thence South 53°45'20" East 100 feet; thence South 2°43'00" East 86.5 feet; thence North 90° West 91.5 Feet; thence North 2°43'00" East 22.10 feet; thence North 90° West 300 feet, More or Less, to the East Line of 4100 West Street being the Point of Beginning.

Less and Excepting therefrom that portion conveyed to the Dan T. Musgrave and Me'Chel M. Musgrave, husband and wife as joint tenants, By Special Warranty Deed recorded December 26, 2013 as Entry No. [2669731](#) of official records, Being described as follows:

Part of Lot 17, Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. survey: Beginning at a point South 2°43'00" West 701.00 feet from the Northwest corner of said Lot 17 to the Southwest corner of the real property owned by T. Carter Musgrave and Jordan Musgrave which at the time of execution of this deed was identified as Weber County tax Parcel Number 15-046-0060 and running thence East 436.00 feet along said South line of T. Carter Musgrave and Jordan Musgrave parcel extended; thence South 2°43'00" West 100.00 feet, more or less, to the North line of real property owned by Dan T. Musgrave and Me'Chel M. Musgrave, extended, which at the time of execution of this deed was identified as Weber County tax Parcel Number 15-046-0043; thence West along the North line of the Dan T. Musgrave and Me'Chel M. Musgrave parcel extended 436.00 feet; thence North 2°43'00" East 100.00 feet, more or less to the Point of Beginning.

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Less and excepting there from any portion of the subject property lying within the boundaries of 4100 West street.

Less and Excepting therefrom that portion conveyed to the Dan T. Musgrave and Me'Chel M. Musgrave, husband and wife, By Special Warranty Deed recorded December 26, 2013 as Entry No. [2669732](#) of official records, Being described as follows:

Part of Lot 17, Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southwest corner of said Lot 17; thence North 2°43'00" East 150.00 feet; thence East 382.00 feet; thence South 100.00 feet, more or less, to the North line of the Hooper Irrigation Company property as constituted on the date of this deed; thence South 89°04'00" West 242.00 feet, more or less, along the North line of the Hooper Irrigation Company property to the Northwest corner of the Hooper Irrigation Company property as constituted on the date of this deed; thence South 58°32'24" East 93.15 feet, more or less, along the Westerly line of the Hooper Irrigation Company property as constituted on the date of this deed to the South line of said Lot 17 and existing fence line; thence along the South line of said Lot 17 and the existing fence line to the Southwest corner of said Lot 17 being the point of beginning.

Validity of the above parcel is subject to exception 31

Less and Excepting therefrom that portion conveyed to the Dan T. Musgrave and Me'Chel M. Musgrave, husband and wife, By Special Warranty Deed recorded December 26, 2013 as Entry No. [2669733](#) of official records, Being described as follows:

Part of Lot 17, Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. survey; Beginning at a point 400 feet North 2°43'00" East from the Southwest corner of said Lot 17, and running thence East 300.00 feet; thence South 2°43'00" West 36.00 feet; thence West 300.00 feet; thence North 2°43'00" East 36.00 feet to the Point of Beginning.

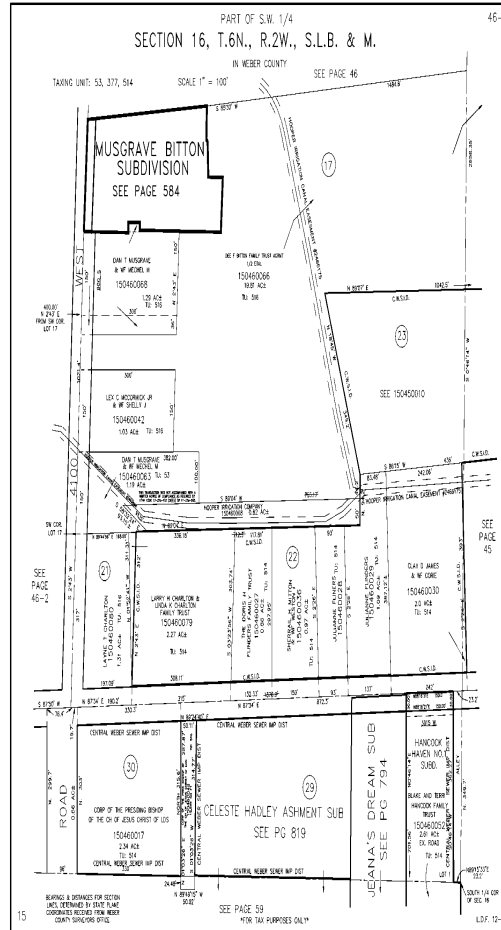
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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

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

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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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;

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- 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

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- 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 \$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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