



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

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 8311 W. Sunset Road, Suite 100, Las Vegas, NV 89113
Issuing Office's ALTA® Registry ID: 1153431 Title Officer Name: Julie Skinner
Commitment Number: NCS-1202766-HHLV Title Officer Number: (702)855-0867
Issuing Office File Number: NCS-1202766-HHLV Title Officer Email:jskinner@firstam.com
Property Address: 4605 Las Vegas Boulevard South, Las Vegas, NV 89119
Revision Number:

SCHEDULE A

1. Commitment Date: December 05, 2023 at 7:30 AM
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$To Be Determined
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee
4. The Title is, [at the Commitment Date, vested in:](#)

Sam Aldabbagh, a single man
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1202766-HHLV

File No. NCS-1202766-HHLV

SCHEDULE B, PART I—Requirements

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): NONE
- (F) Other: NONE
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other: NONE

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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- (J) The following LLC documentation is required:
 - (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
 - (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction

- (L) The following corporation documentation is required:
 - (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction

- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

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- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

- (R) Financial statements from the appropriate parties must be submitted to the Company for review.

- (S) A copy of the construction contract must be submitted to the Company for review.

- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

- (U) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

- (V) Escrow must confirm that there are no open deeds of trust before closing.

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Commitment No. NCS-1202766-HHLV

File No. NCS-1202766-HHLV

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.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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:

1. Taxes or assessments which 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. Proceedings by a public agency which 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, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, 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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

Exceptions 1-6 will be omitted on extended coverage policies

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- 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.
- 8. Water rights, claims or title to water, whether or not shown by the Public Records.
- 9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
- 10. Any taxes that may be due as provided under NRS 361.4725.
- 11. Those taxes for the fiscal year July 1, 2023 through June 30, 2024, including any secured personal property taxes collected by the County Treasurer.

APN 162-28-402-001

1st installment	\$ 7,279.14	PAID
2nd installment	\$ 7,097.54	DELINQUENT
3rd installment	\$ 7,097.54	
4th installment	\$ 7,097.54	
Total	\$ 28,571.76	

NOTE:

Said taxes become a lien on July 1, 2023, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2023.
- 2nd installment is due on the 1st Monday of October, 2023.
- 3rd installment is due on the 1st Monday of January, 2024.
- 4th installment is due on the 1st Monday of March, 2024.

Each installment will become delinquent ten (10) days after due.

- 12. Special assessments for improvement purposes:

Clark County Treasurer-SID improvement district no. 114B

Reference no.: 7526 / 16228402001

Set at \$ 8,350.33

Payable each year on or before: QTR 3,6,9,12

Status: This parcel is being billed and collected by AMG; in Southern Nevada contact (702) 796-0082; in Northern Nevada contact (775) 322-7788.

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13. Reservations and provisions as contained in Patent from the United States of America, recorded May 5, 1952, in [Book 66, Page 369 of Deeds, as Instrument No. 384249](#).

An easement as contained in the above document.
For: roadway, public utility purposes and incidental purposes.

Affects: Not exceeding 33 feet in width
 - Reservations and provisions as contained in Patent from the United States of America, recorded January 28, 2000, in [Book 20000128 of Official Records, as Instrument No. 00939](#).
14. An easement for a water pipe line and incidental purposes in the document recorded August 29, 1952 in [Book 67, Page 313 of Deeds as Instrument No. 389971](#) of Official Records.
15. An easement for public utilities and incidental purposes in the document recorded August 20, 1957 in [Book 138 as Instrument No. 113028](#) of Official Records.
16. The effect of a map purporting to show the land and other property, filed in [File 8, Page 12](#) of Record of Surveys.
17. Covenants, conditions, and restrictions in a Deed recorded September 6, 1962, in [Book 385 as Instrument No. 310412](#) of Official Records.
18. The effect of a map purporting to show the land and other property, filed in [File 36, Page 77](#) of Record of Surveys.
 - And amended by that certain Certificate of Amendment recorded November 9, 1981 in [Book 1485 as Instrument No. 1444058](#) of Official Records.
19. Any private easements or lesser rights together with the rights, if any, of the City of Las Vegas, public utilities or special districts, in, to, or over that portion of U.S. Highway 91 that were not affected by the proceedings relinquishing a portion of said U.S. Highway 91 to the County of Clark as the same was recorded January 21, 1982 in [Book 1513, as Instrument No. 1472121](#) of Official Records.
20. Any private easements or lesser rights, together with the rights, if any, of the City of Las Vegas, public utilities or special districts, in, to, or over that portion of U.S. Highway 91 that were not affected by the proceedings abandoning a portion of said highway as the same was recorded January 21, 1982 in [Book 1513, as Document 1472122](#) of Official Records.
21. The effect of a map purporting to show the land and other property, filed in [File 90, Page 7](#) of Record of Surveys.
22. Any right, title or interest of the spouse, if any, of any married vestee herein.

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23. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
24. Rights of parties in possession.

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INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company 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 the map is attached.

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Commitment No. NCS-1202766-HHLV

File No. NCS-1202766-HHLV

EXHIBIT A

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

THAT PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28 (COMMENCING POINT IS FURTHER DESCRIBED AS THAT SECTION CORNER ACCEPTED BY THE STATE OF NEVADA, DEPARTMENT OF HIGHWAYS, AND DESIGNATED AS HIGHWAY STATION "A" 829+59.50);

THENCE NORTH 0°17' WEST ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 418 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED DATED DECEMBER 31, 1954 FROM MINET GERBER, A SINGLE WOMAN AND LOREEN BUNCH, A SINGLE WOMAN, TO ARBY W. ALPER, A SINGLE MAN AS HIS SOLE AND SEPARATE PROPERTY, RECORDED JANUARY 17, 1955 AS [DOCUMENT NO. 31557 IN BOOK 36](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE SOUTH 89°59'04" EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 28 AND ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO ALPER, A DISTANCE OF 329.86 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 28, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO ALPER;

THENCE NORTH 0°17'26" WEST ALONG THE SAID EAST LINE OF SAID WEST HALF, BEING THE EAST LINE OF SAID LAND CONVEYED TO ALPER, A DISTANCE OF 220 FEET TO THE NORTHEAST CORNER OF SAID LAND CONVEYED TO ALPER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED DATED DECEMBER 11, 1954 FROM NEWTON JASPER HENDERSON, ALSO KNOWN AS N. J. HENDERSON, A SINGLE MAN, TO ARBY W. ALPER AND RUTH ALPER, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED JANUARY 17, 1955 AS [DOCUMENT NO. 31559 IN BOOK 36](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA;

THENCE CONTINUING NORTH 0°17'26" WEST ALONG SAID EAST LINE OF SAID WEST HALF, BEING THE EAST LINE OF THE LAND SO CONVEYED TO ALPER ET UX, A DISTANCE OF 51.37 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID WEST HALF (W 1/2) SAID POINT BEING THE NORTHEAST CORNER OF SAID LAND SO CONVEYED TO ALPER ET UX;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST HALF (W 1/2) BEING THE NORTH LINE OF THE LAND SO CONVEYED TO ALPER ET UX, A DISTANCE OF 328.67 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID WEST HALF (W 1/2) SAID POINT BEING THE NORTHWEST CORNER OF SAID LAND SO CONVEYED TO ALPER ET UX;

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THENCE SOUTH 0°17' EAST ALONG THE WEST LINE OF SAID SECTION 28, BEING THE WEST LINE OF SAID LAND SO CONVEYED TO ALPER ET UX, A DISTANCE OF 51.50 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LAND SO CONVEYED TO ALPER ET UX, SAID POINT BEING THE NORTHWEST CORNER OF THE LAND CONVEYED TO ALPER, A SINGLE MAN, HEREINBEFORE DESCRIBED;

THENCE CONTINUING SOUTH 0°17' EAST ALONG THE WEST LINE OF SAID SECTION 28, BEING THE WEST LINE OF SAID LAND CONVEYED TO ALPER, A SINGLE MAN, A DISTANCE OF 220 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO ALPER, A SINGLE MAN, SAID POINT BEING THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WEST 80 FEET THEREOF, AS GRANTED TO THE STATE OF NEVADA BY DEED DATED AUGUST 28, 1962, RECORDED SEPTEMBER 6, 1962, AS [DOCUMENT NO. 310412 IN BOOK 385](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ALSO EXCEPTING THEREFROM THE NORTH 33 FEET AS CONVEYED TO STATE OF NEVADA BY DEED RECORDED MARCH 24, 1955 AS DOCUMENT NO. [40704](#).

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 29, 1978 IN BOOK 936 AS INSTRUMENT NO. [895542](#) OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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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

Countersigned by:

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First American

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

Julie Skinner
Authorized Signatory

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Form 50198632 (11-16-22)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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