



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

Issuing Agent: TitleVest Agency, LLC

Issuing Office: 110 E. 42nd Street, 10th Floor, New York, NY 10017

Issuing Office's ALTA® Registry ID:

Commitment Number: TNC914478

Issuing Office File Number: TNC914478

Property Address: 300 Main Street, Ahoskie, NC 27910

Revision Number:

SCHEDULE A

1. Commitment Date: October 10, 2023 at 8:00 a.m.

2. Policy to be issued:

a. ALTA® Standard Owner's Policy

Proposed Insured: TBD

Proposed Amount of Insurance: \$0.00

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

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

Fee

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

Wells Fargo Bank, National Association (Successor By Merger With Wachovia Bank & Trust Company), which acquired title from E.R. Evans & Sons, Inc. by Limited Warranty Deed dated July 27, 1970 and recorded July 27, 1970 in Book 347, Page 209.

ALSO from Louise G. Fortune & E. Wiley Fortune dated July 25, 1970 and recorded on July 27, 1970 in Book 347, Page 207.

ALSO from Hester Henry Gatling & R. Lee Gatling dated July 25, 1970 and recorded on July 27, 1970 in Book 347, Page 205.

ALSO from E. R. Evans & Sons, Inc. dated July 27, 1970 and recorded on July 27, 1970 in Book 347, Page 202.

ALSO from Grace B. Walker, Margaret W. Speed & Oscar P. Speed, Louise W. Adams & W. P. Adams, Grace W. Boone & W. D. Boone, Jr. dated July 16, 1970 and recorded on July 27, 1970 in Book 347, Page 198.

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

TitleVest Agency, LLC

By:

Authorized Signatory

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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 in the Land and/or Mortgage 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. Pay all taxes and/or assessments, levied and assessed against the Land, which are due and payable.
6. 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.
7. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
 - a. Special Warranty Deed from **Wells Fargo Bank, National Association**, in a form approved by the Company, to **TBD** conveying interest in subject property.
8. The Company must be furnished with the following for review with regard to Wells Fargo Bank, National Association:
 - a. Articles of Incorporation and By-Laws and all amendments thereto.
 - b. Certificate of Good Standing for the state of origin and North Carolina.
 - c. Corporate Resolution authorizing the transaction contemplated in this commitment.
 - d. Certificate of Incumbency.
9. For insurance regarding priority of conveyance by Seller to Proposed Insured Owner over potential liens for labor, service or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of Seller, or priority of Proposed Insured Lender's Deed of Trust (once recorded) over said liens of Seller and/or Construction Borrower, receipt of applicable NCLTA form (or substantially similar form approved by Company counsel prior to closing), completed and executed by all required parties in compliance with the applicable form's instructions regarding same, as follows:

NO RECENT (last 120 days) OR CONTEMPLATED CONSTRUCTION :

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NCLTA FORM 1 (*Owner Affidavit*) from every seller (on sale) or borrower (on refinance) who has not contracted for recent or contemplated improvements on the Land or for a construction loan.

NOTE: If a contract purchaser has contracted for or is contemplating improvements, see "CONSTRUCTION CONTEMPLATED OR IN PROCESS" below.

RECENTLY COMPLETED IMPROVEMENTS:

Non-MLA project: **NCLTA FORM 2** (*Owner/Contractor Affidavit, Lien Waiver, and Indemnity*) from every Owner and every Contractor.

MLA project:

- (1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first),
 - a. A Lien Agent was designated on the LiensNC.com website, AND
 - b. The Appointment of Lien Agent was posted at the Land.
- (2) **NCLTA FORM 5** (Owner Affidavit) from every Owner; AND
- (3) **NCLTA FORM 6** (MLA Lien Waiver) from every PLC-MLA.

CONSTRUCTION CONTEMPLATED OR IN PROCESS:

Non-MLA project: **NCLTA FORM 3** (*Owner/Contractor Affidavit, Indemnity and Lien Subordination*) (*for lender coverage only*) from every Owner and every Contractor.

MLA project:

- (1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first);
 - a. A Lien Agent was designated on the LiensNC.com website, AND
 - b. The Appointment of Lien Agent was posted at the Land;
- (2) **NCLTA FORM 5** (Owner Affidavit) from every Owner; AND;
- (3) **NCLTA FORM 6** (MLA Lien Waiver) or **NCLTA FORM 7** (MLA Subordination of Liens) from every PLC-MLA.

NOTE: If a contract purchaser has contracted for or is contemplating improvements prior to closing, see "NO RECENT IMPROVEMENTS" above regarding seller lien affidavits as well.

MLA Project -MLA NOT Appointed Prior to Contracting for Labor Services or Materials

In all cases in which an MLA was required but not (timely) appointed, prior approval and terms of coverage (if any) by Company underwriting counsel is required.

Applicable Definitions

"Non-MLA Projects": Improvements are (1) first contracted before April 1, 2013, (2) for a value less than \$30,000 OR (3) solely for improvements to owner's existing residence. All other projects (other than public projects) are MLA projects.

"Owner" is holder of any interest in the Land, including leasehold owner or contract purchaser.

"Potential Lien Claimant" (or "PLC - MLA") is any person (or entity) entitled to file a claim of lien on real property (herein "Liens"), for providing labor, services, (including design professionals such as surveyors, architects, engineers and landscape engineers), materials or rental equipment provided for improvements to the Land (herein "Improvements"), pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes AND who either has filed a Notice to Lien Agent, OR was identified in

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the original Appointment, OR is a Design Professional OR is a PLC whose first furnishing was within 15 days prior to closing OR (for waivers) delivered a claim of lien upon funds on the Owner.

"Contractor" Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon OR who has delivered a claim of lien upon funds to the Owner.

The Company may require additional documentation review for construction loans or where construction has recently been completed. In these situations, please notify the Company as quickly as possible for additional requirements.

10. If funds are to be disbursed prior to recordation of the required instruments the Company must be provided with a satisfactory Gap Indemnity to be executed by the seller/borrower at closing.
11. Receipt of satisfactory Broker's Lien Waiver, if applicable.
12. Company to be provided with a list of endorsements, if any, to be issued in conjunction with this policy.
13. Company to be provided with the necessary information and/or documentation to complete requested endorsements, if any.
14. Based upon information developed or received in satisfaction of the above, the Company reserves the right to impose additional Exceptions or to set new requirements.
15. The Loan Policy will include the endorsements listed below for which requirements for issuance have been met:
 - ALTA Endorsement 5-06 (Planned Unit Development)
 - ALTA Endorsement 8.1-06 (Environmental Lien Protection)
 - ALTA Endorsement 9-06 (Assignment)

For issuance of ALTA Endorsement Form 5-06 (Planned Unit Development) (Revised 2/3/10):
Verification through attorney's opinion on title that the planned community is duly formed and managed in compliance with applicable law; that owners' association dues have been paid current through and including Date of Policy; that the mortgage lien has priority over said dues; that the restrictions do not contain a forfeiture or reversion clause; and that any violations of restrictions, encroachments of existing improvements onto easements, rights of first refusal, or options to purchase have been subordinated or waived in favor of the interests of the proposed Insureds.

For issuance of ALTA Endorsement Form 8.1-06 (Environmental Protection Lien) (Adopted 6/17/06):
Certification that the Land is used primarily for residential purposes and that no environmental protection lien affecting the Land is recorded in those records established under state statutes at or before recording for the purpose of imparting constructive notice of matters relating to real property to

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purchasers for value and without knowledge, except as set forth in Schedule B - Exceptions of this Commitment.

For issuance of ALTA Endorsement Form 9-06 (Restrictions, Encroachments, Minerals - Loan Policy) (Revised 4/2/12): Receipt of (1) current and accurate survey of the Land evidencing no violation of any covenants, conditions or restrictions; no violation of any building setback lines; no encroachments of an Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement; and no encroachment onto the Land of improvements appurtenant to adjoining lands; (2) certification from attorney that (a) to the best of attorney's knowledge the covenants, conditions or restrictions have not been violated, (b) no third party currently has the present or future right to any minerals located on the Land or, if any, that they require repair of any surface damage caused by exercise of those extraction and development of subsurface rights; and (3) owners' association dues and special assessments, if any are applicable, are paid current through closing.

16. Tax account number: 5992-48-2237

County Taxes: HERTFORD COUNTY

Tax year: 2023 - Annual

Amount: \$14,488.80 - Due by 9/1/2023

17. NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

18. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows: None

19. If at the time of closing the records in the Clerk of Court's office in the county where the Land is located are temporarily unavailable or access to those records is limited due to migration of computer data from the Civil Case Processing System, or "VCAP". To the Odyssey Integrated Case Management System, or "ICMS," and if coverage is to be provided by the Company without exception for any matters filed with the Clerk's office during this period, the following are required:

- Attorney's certification of examination of the VCAP portal immediately prior to the migration; and
- Receipt of fully executed NCLTA Form "Affidavit of Understanding and Indemnity and Hold Harmless Agreement in the Event of Temporary Unavailability of Records in the Clerk of Court's Office Resulting from Computer Data Migration" or satisfactory equivalent approved in advance by Company counsel.

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments (a) 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.
3. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.
4. Taxes and assessments for the year 2023, currently due and payable, but not past due, and subsequent years.
5. Taxes and assessments for the year(s) 2023, a lien upon the Land.
6. 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 of the Land.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
8. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
9. Any mineral or mineral rights leased, granted or retained by current or prior owners.
10. Riparian rights are not insured.
11. Reservation of gas, oil and/or mineral rights.

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12. Any inaccuracy in the area, square footage or acreage of the Land to be insured hereunder.
13. Title to and easements in, any portion of the Land lying within any highways, roads, streets or other ways.
14. Certificate of Merger dated November 1, 2009 and recorded on March 16, 2010 in Book 721, Page 645.
15. Affidavit of Merger dated March 20, 2010 and recorded on April 29, 2010 in Book 722, Page 901.
16. Rights of tenants or parties in possession, if any.
17. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

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EXHIBIT A

The Land referred to herein below is situated in the County of Hertford, State of North Carolina, and is described as follows:

All that certain piece, parcel or lot of land, together with building situate thereon lying and being in the Town of Ahoskie, Hertford County, North Carolina, and on the Northeast side of Church Street and on the Southeast side of Maple Street and beginning at a concrete marker, a point, a corner for this property, that of Church Street, and Maple Street, said marker being located 30 feet from the center of Church Street and 30 feet from the center of Maple Street; thence along Maple Street North 39 degrees 30 minutes East 186 feet to the L. K. Walker Heirs property; thence along the line of L. K. Walker Heirs and the Louise G. Fortune property South 50 degrees 30 minutes East 75 feet to other property of Louise G. Fortune; thence along the line of Louise G. Fortune and Hester Henry Gatling line South 39 degrees 30 minutes West 186 feet to Church Street; thence along Church Street North 50 degrees 30 minutes West 75 feet to concrete marker, the point and place of beginning and being known and designated as Lot #4 on map and survey made by M. Glenn Carawan, RLS # L-1160 dated July 11, 1970 entitled, "Map Showing Lot or Parcel of Land TO Be Purchased by Wachovia Bank & Trust Company, N.A., reference to said map and plat being hereto made for purposes of description.

AND

All that certain piece, parcel or lot of land, together with building situate thereon lying and being in the Town of Ahoskie, Hertford County, North Carolina, and on the Southwest side of Main Street and beginning at a concrete marker, a corner for this property, that of Main Street, and the lands of Margaret J. Newbern, which said marker is located 30 feet from center line of Main Street; thence along said Newbern line South 39 degrees 30 minutes west 150 feet to point; a corner for the lands of Hester Henry Gatling and Mrs. J. T. James; thence along said Gatling line North 50 degrees 30 minutes west 75 feet to point, a corner for lands of E. R. Evans & Sons, Inc.; thence along said Evans line North 39 degrees 30 minutes east 36 feet, thence continuing along said Evans line North 50 degrees 30 minutes west 37.5 feet to point, a corner for the lands of L. K. Walker heirs; thence along said Walker heirs line North 39 degrees 30 minutes east 114 feet to Main Street; thence along Main Street South 50 degrees 30 minutes east 112.5 feet to concrete marker, the point and place of beginning and being designated and shown as Lots No. 2 and 3 on map and survey made by M. Glenn Carawan, Reg. Surveyor No. L-1160, dated July 11, 1970, entitled "Map Showing Lot or Parcel of land to be Purchased by Wachovia Bank & Trust Company, N.A., Situated in the Town of Ahoskie, N.C., Ahoskie Township, Hertford County, North Carolina," which said map and survey is made a part hereof for purposes of description.

AND

All that certain piece, parcel or lot of land, together with building situate thereon, lying and being on Northeast side of Church Street of said town, and beginning at a concrete marker, a point, a corner for this property, that of said street and the lands of Mrs. J. T. James, which said marker is located 30 feet from the center line of Church Street; thence along Church Street North 50 degrees 30 minutes west 75 feet to a point, a corner for the lands of E. R. Evans & Son, Inc.; thence along said Evans line North 39 degrees 30 minutes east 150 feet to point, a corner for the Lands of Louise G. Fortune; thence along said Fortune line South 50 degrees 30 minutes east 75 feet to point, a corner for lands of Margaret J.

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Newbern and Mrs. J. T. James; thence along said James line South 39 degrees 30 minutes west 150 feet to concrete marker on Church Street, the point and place of beginning, and being shown and designated as Lot No. 5 on map made by M. Glenn Carawan, Reg. Surveyor No. L-1160, dated July 11, 1970, entitled "Map Showing Lot or Parcel of Land to be Purchased by Wachovia Bank & Trust Company, N.A., situated in the of Town of Ahoskie, N.C., Ahoskie Township, Hertford County, N.C.", which said map and plat is hereby referred to for purposes of description.

AND

All that certain piece, parcel or lot of land lying and being in the Town of Ahoskie, Hertford County, North Carolina and on the Northeast side of Church Street of said town and on the Southeast side of Maple Street and on the Northwest side of the property belonging to Hester Henry Gatling and Louise G. Fortune and being more particularly described as follows: BEGINNING at a concrete marker, a corner for this property, that of Church Street, and Maple Street, said marker being 30 feet from the center of Church Street and 30 feet from the center of Maple Street; thence along Maple Street North 39 degrees 30 minutes East 300.0 feet to Main Street; thence along Main Street South 50 degrees 30 minutes East 75 feet to corner for the property of Louise G. Fortune; thence along Louise G. Fortune and Hester Henry Gatling line South 39 degrees 30 minutes West 300 feet to Church Street; thence along Church Street North 50 degrees 30 minutes West 75 feet to concrete marker, the point and place of beginning, and being the identical property set out and designated as Lots #1, 2, and 4 on map and survey made by M. Glenn Carawan, RLS # L-1160 dated July 11, 1970 entitled, "Map Showing Lot or Parcel of Land To Be Purchased by Wachovia Bank & Trust Company, N.A., reference to said map and plat being hereto made for purposes of description.

AND

That certain lot or parcel of land lying and being in the Town of Ahoskie, Hertford County, North Carolina, and being located on the South side of Main Street of the said Town of Ahoskie, and being bounded on the North by the aforesaid Main Street; bounded on the East by Lot #2 on map hereinafter referred to and owned by Louise G. Fortune; bounded on the South by Lot #4 on map hereinafter referred to owned by E. R. Evans & Sons, Inc., and bounded on the West by Maple Street of the said Town of Ahoskie; said lot of land having a frontage on the aforesaid Main Street of 37.5 feet and extending back therefrom between two parallel lines a distance of 114 feet, and having a distance on its Southern boundary of 37.5 feet and being further described as Lot #1 on map entitled "Map Showing Lot or Parcel of Land to be Purchased by Wachovia Bank & Trust Company, N. A, Situated in the Town of Ahoskie, N.C. Ahoskie Township, - North Carolina.", dated July 14, 1970, by M. Glenn Carawan, Registered Surveyor #L-1160 Ahoskie, N. C., reference to said map is hereby made for further describing said premises.

Being the same property conveyed to Wells Fargo Bank, National Association (Successor By Merger With Wachovia Bank & Trust Company) from E.R. Evans & Sons, Inc. by Limited Warranty Deed dated July 27, 1970 and recorded July 27, 1970 in Book 347, Page 209.

ALSO from Louise G. Fortune & E. Wiley Fortune dated July 25, 1970 and recorded on July 27, 1970 in Book 347, Page 207.

ALSO from Hester Henry Gatling & R. Lee Gatling dated July 25, 1970 and recorded on July 27, 1970 in

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Book 347, Page 205.

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ALSO from Grace B. Walker, Margaret W. Speed & Oscar P. Speed, Louise W. Adams & W. P. Adams, Grace W. Boone & W. D. Boone, Jr. dated July 16, 1970 and recorded on July 27, 1970 in Book 347, Page 198.

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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

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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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