



**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: 18500 Von Karman Ave, Suite 600, Irvine, CA 92612

Commitment No.: **NCS-1293551-SA1**

Issuing Office File No.: NCS-1293551-SA1

Property Address: 39241 Corte Venture, Temecula, CA 92592

Reference No.: 39241 Corte Venture

Revision No.: 01

Escrow Officer/Assistant: Lani Evanoff/ Alexandra Kenney

Phone: (949)885-2448/

Email: LEvanoff@firstam.com/ akenney@firstam.com

Title Officer/Assistant: Jeffery Paschal/ Charlenda Morfin

Phone: (949)885-2481/

Email: ncsirvine@firstam.com/ ncsirvine@firstam.com

**SCHEDULE A**

1. Commitment Date: February 03, 2026 at 7:30 AM
2. Policy to be issued:
  - a. ALTA® Extended Owner's Policy  
Proposed Insured: Cian Clarke and Shannon Koh  
Proposed Amount of Insurance: \$5,999,000.00  
The estate or interest to be insured: See Item 3 below
  - b. 2021 ALTA Policy - form(s) To Be Determined  
Proposed Insured: To Be Determined  
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:](#)  
  
Vintner's Village Glenoaks, LLC, a California Limited Liability Company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1293551-SA1

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

- A. 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.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. 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.
- E. Releases(s) or Reconveyance(s) of Item(s): 20 and 21
- F. Other: NONE
- G. You must give us the following information:
  - a. Any off-record leases, surveys, etc.
  - b. Statement(s) of Identity, all parties.
  - c. 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.
- I. 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.
- J. 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

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requirements as may be deemed necessary.

- K. The following LLC documentation is required from the seller:
  - a. a copy of the Articles of Organization.
  - b. a copy of the Operating Agreement, if applicable.
  - c. a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State.
  - d. express Company Consent to the current transaction.
  
- L. The following partnership documentation is required:
  - a. a copy of the partnership agreement, including all applicable amendments thereto.
  - b. a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State.
  - c. express Partnership Consent to the current transaction.
  
- M. The following corporation documentation is required:
  - a. a copy of the Articles of Incorporation.
  - b. a copy of the Bylaws, including all applicable Amendments thereto.
  - c. a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State.
  - d. express Corporate Resolution consenting to the current transaction.
  
- N. 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.
  
- O. 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.

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- P. 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.
  
- Q. 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:
  - a. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  - b. Financial statements from the appropriate parties must be submitted to the Company for review.
  - c. A copy of the construction contract must be submitted to the Company for review.
  - d. An inspection of the Land must be performed by the Company for verification of the phase of construction.
  - e. 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.

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Commitment No. NCS-1293551-SA1

### **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. (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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (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.
7. 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.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel

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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.

9. Water rights, claims or title to water, whether or not shown by the Public Records.
10. General and special taxes and assessments for the fiscal year 2026-2027, a lien not yet due or payable.
11. General and special taxes and assessments for the fiscal year 2025-2026.

First Installment:	\$10,830.96, PAID
Penalty:	\$0.00
Second Installment:	\$10,830.96, OPEN
Penalty:	\$0.00
Tax Rate Area:	094-324
A. P. No.:	941-110-031

12. Supplemental taxes for the fiscal year 2025-2026 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$225.84, DELINQUENT
Penalty:	\$22.58
Second Installment:	\$225.84, OPEN
Penalty:	\$0.00
Tax Rate Area:	094-324
A. P. No.:	941-110-031

13. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
14. Covenants, conditions, restrictions and easements in the document recorded December 20, 1966 as Instrument No. [121048](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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Document(s) declaring modifications thereof recorded August 9, 1967 as Instrument No. [69542](#) and October 18, 1967 as Instrument No. [91738](#), both of Official Records.

15. An easement for slopes and incidental purposes in the document recorded May 26, 1967 as Instrument No. [45667](#) of Official Records.
16. An easement shown or dedicated on the map of Parcel Map 25903 recorded January 15, 2008 and on file in [Book 224, Page\(s\) 18-19](#), of Parcel Maps.  
For: private slope and drainage and incidental purposes.
17. The effect of an environmental constraint note affecting said map on file in the office of the Riverside County Surveyor, in E.C.S. [book 39 page\(s\) 44](#).
18. The terms and provisions contained in the document entitled "Resolution No. 2021-057" recorded April 22, 2021 as Instrument No. [21-251953](#) of Official Records.
19. An agency agreement dated October 09, 2023 by and between Vintner's Village Glenoaks, LLC and Rancho California Water District wherein it is agreed that said district is designated as exclusive agent for the extraction, diversion, storage, blending and distribution of all local water, recorded November 17, 2023 as Instrument No. [23-345972](#) of Official Records of Riverside County, California.
20. A Deed of Trust to secure an original indebtedness of \$2,000,000.00 recorded February 06, 2024 as Instrument No. [2024-0034393](#) of Official Records.  
Dated: February 01, 2024  
Trustor: Vintner's Village Glenoaks, LLC, a California Limited Liability Company  
Trustee: First American Title Company, a California Corporation  
Beneficiary: Robert K. Smith and Suzette C. Smith, Co-Trustees of the Smith Family Trust dated May 13, 1992, as to an undivided 50% interest and Mark R. Wilson and Judy A. Wilson, as Trustees of the Wilson Living Trust dated May 3, 2017, as to an undivided 50% interest

The above deed of trust states that it is a construction deed of trust.

A document recorded December 31, 2024 as Instrument No. [2024-0396239](#) of Official Records provides that Robert K. Smith and Suzette C. Smith, Co-Trustees of the Smith Family Trust dated May 13, 1992, as to an undivided 50% interest and Mark R. Wilson and Judy A. Wilson, as Trustees of the Wilson Living Trust dated May 3, 2017, as to an undivided 50% interest was substituted as trustee under the deed of trust.

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The effect of a document entitled "Substitution of Trustee and Deed of Reconveyance", recorded December 31, 2024 as Instrument No. [2024-0396239](#) of Official Records.

Note: The Company will require satisfactory proof of full payment of the debt secured by said mortgage or deed of trust prior to removing this exception or insuring the contemplated transaction.

21. An agency agreement dated June 4, 2024 by and between Vintner's Village Glenoaks, LLC and Rancho California Water District wherein it is agreed that said district is designated as exclusive agent for the extraction, diversion, storage, blending and distribution of all local water, recorded July 23, 2024 as Instrument No. [2024-0216984](#) of Official Records of Riverside County, California.
22. A Deed of Trust to secure an original indebtedness of \$2,20,000.00 recorded December 31, 2024 as Instrument No. [2024-0396240](#) of Official Records.  
Dated: December 20, 2025  
Trustor: Rancon Group Inc, or their successors in interest, of Vintner's Village Glenoaks, LLC, and any amendments thereto  
Trustee: 710BR, LLC, a California limited liability company  
Beneficiary: 710BR, LLC, a California limited liability company
23. Any statutory lien for labor or materials arising by reason of a work of improvement now in progress or recently completed.
24. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
25. Rights of parties in possession.
26. An easement for water service and incidental purposes, recorded April 25, 2025 as Instrument No. [2025-125385](#) of Official Records.  
In Favor of: Kurt Nicoll and Laurette Nicoll, Trustees of the Nicoll Family Trust dated April 12, 2023  
Affects: as described therein

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**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

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

1. Supplemental taxes for the fiscal year 2024-2025 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$3,272.11, PAID
Penalty:	\$0.00
Second Installment:	\$3,272.11, PAID
Penalty:	\$0.00
Tax Rate Area:	094-324
A. P. No.:	941-110-031
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Single Family Residence known as 39241 Corte Venture, Temecula, CA.
3. 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
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted thereon. 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 this Commitment or the Policy, if any, to which the map is attached.

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*First American*

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



*First American*

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1293551-SA1

File No.: NCS-1293551-SA1

The Land referred to herein below is situated in an Unincorporated Area in the County of Riverside, State of California, and is described as follows:

Parcel 3 of PARCEL MAP 25903, in the County of Riverside, State of California, as per map filed in [Book 224, of Parcel Maps, Pages 18 and 19](#), records of said County.

For conveyancing purposes only: APN 941-110-031

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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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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**

  
Sally F. Tyler, President

  
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.

**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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