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: 1380 17th Street, Denver, CO 80202

Issuing Office's ALTA® Registry ID: 1105402
Commitment Number: NCS-1304625-CO
Issuing Office File Number: NCS-1304625-CO
Property Address: Castle Pines, CO, Castle Pines, CO
Revision Number:

Escrow Officer Name: Team Falcon
Escrow Officer Number: (303)876-1112

Escrow Officer Email: COTeamFalcon@firstam.com
Escrow Assistant Name:
Escrow Assistant Number:
Escrow Assistant Email:
Title Officer Name: Sarah Oderio
Title Officer Number: (720)672-5210
Title Officer Email: soderio@firstam.com
Title Assistant Name: Jessica Frazier
Title Assistant Number: (720)762-1733
Title Assistant Email: jfrazier@firstam.com

SCHEDULE A

1. Commitment Date: April 23, 2026 at 5:00 P.M.

2. Policy to be issued:
   a. ALTA® Owner's Policy (7-1-21)
      Proposed Insured: A Purchaser To Be Determined
      Proposed Amount of Insurance: $1,000.00
      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 Simple

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

   North Canyons Development Company, LLC, a Delaware limited liability company

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

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.

Commitment No. NCS-1304625-CO

EXHIBIT A

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

Parcel 1:

Tract A, Canyonside Subdivision Filing No. 1, 2nd Amendment, according to the plat thereof recorded February 20, 2026 at Reception No. 2026007821, County of Douglas, State of Colorado.

Parcel 2:

Lot 3, Canyonside Subdivision Filing No. 1, according to the plat thereof recorded April 28, 2021 at Reception No. 2021054776, County of Douglas, State of Colorado.

For informational purposes only: APN(s): 2351-023-04-005 (Parcel 1) and 2351-023-03-003 (Parcel 2)

Commitment No. NCS-1304625-CO

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. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

   NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Evidence that all assessments for common expenses, if any, have been paid. If the transaction includes a sale and there is an owner's association or similar community organization that levies assessments on the Land, inquiry should be made with the association to confirm if any transfer assessments will be due.

7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.

8. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.

9. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

10. Recordation of a Partial Release of the Deed of Trust from North Canyons Development Company, LLC, a Delaware limited liability company to the Public Trustee of Douglas County for the use of North Canyons, LLLP, a Colorado limited liability limited partnership to secure an indebtedness in the principal sum of $20,235,000.00, and any other amounts and/or obligations secured thereby, dated June 18, 2021 and recorded June 18, 2021 at Reception No. 2021075788, to release the property described herein.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded July 9, 2021 at Reception No. 2021083865.

    NOTE: First Amendment to Deed of Trust in connection therewith recorded September 10, 2021 at Reception No. 2021104825.

    NOTE: Affidavit of Scrivener's Error in connection therewith recorded September 28, 2021 at Reception No. 2021111228.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded June 28, 2022 at Reception No. 2022045479.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded September 29, 2022 at Reception No. 2022064442.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded February 2, 2023 at Reception No. 2023004763.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded December 3, 2025 at Reception No. 2025057733.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded February 26, 2026 at Reception No. 2026008878.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded March 5, 2026 at Reception No. 2026010570.

    NOTE: Partial Release of Deed of Trust in connection therewith recorded March 6, 2026 at Reception No. 2026010677.

11. Receipt by the Company of the following documentation for North Canyons Development Company, LLC, a Delaware limited liability company:

    Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Delaware Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

NOTE: This commitment is subject to further requirements and/or exceptions upon disclosure to the Company of the identity of the proposed insured purchaser.

Commitment No. NCS-1304625-CO

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 facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

3. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. 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.

   Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.

7. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.

8. Any existing leases or tenancies.

9. Farm and Pasture Lease Agreement dated January 1, 2021 with Clough Cattle & Fence Co., a Colorado corporation, as Tenant, as disclosed to the Company.

10. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded October 3, 1912 in Book X at Page 557.

11. Reservation of a one half interest in oil, gas and other minerals, provided, however, that neither grantor nor his successors or assigns shall have any right to exploit, drill for, mine or otherwise extract or develop said oil, gas and other minerals, nor any right of access to said property for said purposes, which the grantee, his successors and assigns, to determine whether and when said oil, gas and other minerals shall be exploited, drilled for, mined, extracted or otherwise developed, as reserved in Deed recorded October 11, 1973 in Book 253 at Page 430, and any and all assignments thereof or interests therein.

12. An easement for access and incidental purposes as reserved in Deed recorded April 23, 1969 in Book 192 at Page 476.

13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988, in Book 790 at Page 718.

14. Canyons Master Planned Development recorded September 1, 2000 in Plat Book C at Page 502.

15. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded September 1, 2000 in Book 1890 at Page 59.

16. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. R-001-109 recorded August 22, 2001 in Book 2114 at Page 1136.

17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Canyons Metropolitan District No. 1, as evidenced by instrument recorded April 23, 2002 in Book 2315 at Page 370 and in the Expedited Order For Exclusion recorded December 17, 2009 under Reception No. 2009097635.

18. Water rights as conveyed in Special Warranty Deed recorded April 11, 2003 at Reception No. 2003050734

19. Water rights as conveyed in Quit Claim Deed recorded April 11, 2003 at Reception No. 2003050735.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Non-tributary Ground Water Consent Landownership Statements by the Harvey Alpert Family Partnership recorded April 11, 2003 at Reception Nos. 2003050736, 2003050737, 2003050738, 2003050739 and 2003050740.

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21. Terms, conditions, provisions, obligations and agreements as set forth in the Non-tributary Ground Water Consent Landownership Statements by Canyons-1, LLC recorded April 11, 2003 at Reception Nos. 2003050741, 2003050742, 2003050743, 2003050744 and 2003050745.

22. Terms, conditions, provisions, obligations and agreements as set forth in the Non-tributary Ground Water Consent Landownership Statements by Canyons-2, LLC recorded April 11, 2003 at Reception Nos. 2003050746, 2003050747, 2003050748, 2003050749, 2003050750 and recorded October 9, 2003 at Reception No. 2003148999.

23. Terms, conditions, provisions, obligations and agreements as set forth in the Non-tributary Ground Water Consent Landownership Statements by Judge, Inc. recorded April 11 2003 at Reception Nos. 2003050751, 2003050752, 2003050753, 2003050754 and 2003050755.

24. Terms, conditions, provisions, obligations and agreements as set forth in the Non-tributary Ground Water Consent Landownership Statements by Happy Canyon Partners recorded April 11, 2003 at Reception Nos. 2003050756, 2003050757, 2003050758, 2003050759 and 2003050760.

25. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Parker Water and Sanitation District, as evidenced by instrument recorded July 31, 2003 at Reception No. 2003114340.

26. Terms, conditions, provisions, obligations and agreements as set forth in the Decree by Water Court in Case Number 81CW417 recorded September 7, 2005 at Reception Number 2005085035.

27. Terms, conditions, provisions, obligations and agreements as set forth in the Decree by Water Court in Case Number 88CW059 recorded September 7, 2005 at Reception Number 2005085034.

28. Canyon North Planned Development recorded April 3, 2007 in Plat Book C at Page 842.

29. Annexation Map No. 2 to the City of Castle Pines North recorded December 29, 2009 at Reception No. 2009100327, and Annexation Ordinance recorded December 29, 2009 at Reception No. 2009100326.

30. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation and Development Agreement for the Canyons, recorded December 29, 2009 at Reception No. 2009100331, and Ordinance Approving Annexation and Development Agreement recorded December 29, 2009 at Reception No. 2009100330.

31. Canyons Planned Development recorded December 29, 2009 at Reception No. 2009100333, and Ordinance approving the Canyons Planned Development recorded December 29, 2009 at Reception No. 2009100332.

32. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 09-19 recorded December 29, 2009 at Reception No. 2009100334, Ordinance 19-02 and First Amendment recorded May 28, 2019 at Reception No. 2019029198, and Second Amendment recorded January 17, 2020 at Reception No. 2020004049, and Ordinance No. 19-03 in connection therewith recorded May 28, 2019 at Reception No. 2019029199.

33. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Canyons Superblock Plat No. 1, recorded December 18, 2015 at Reception No. 2015090038.

34. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Infrastructure Construction Agreement recorded December 30, 2015 at Reception No. 2015092643.

35. Terms, conditions, provisions, obligations and agreements as set forth in the Restrictive Covenant recorded December 30, 2015 at Reception No. 2015092641.

    Affidavit of Correction in connection therewith recorded February 4, 2022 at Reception No. 2022008739.

36. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Temporary Access Easement recorded December 30, 2015 at Reception No. 2015092637.

37. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Canyons SuperBlock Plat No. 2, recorded July 6, 2018 at Reception No. 2018040799.

38. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement Regarding Gas Main Easements recorded July 19, 2018 at Reception No. 2018043551.

39. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Improvement Agreement Project SIA recorded November 1, 2018 at Reception No. 2018066716.

40. The Canyons Planned Development - 1st Major Amendment recorded May 28, 2019 at Reception No. 2019029197 and 2nd Major Amendment recorded January 7, 2020 at Reception No. 2020004048.

41. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Canyons Metropolitan District No. 3, as evidenced by instrument recorded September 9, 2020 at Reception No. 2020085328 and Resolution Concerning the Imposition of a Capital Facilities Fee recorded September 28, 2020 at Reception No. 2020093432.

    Order for Exclusion Portion of Parcel 4 in connection therewith recorded December 7, 2020 at Reception No. 2020119870..

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Special District Public Disclosure Notices in connection therewith recorded December 21, 2020 at Reception No. 2020126115 and recorded March 8, 2021 at Reception No. 2021029271.

42. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 19, 2021 at Reception No. 2021037072.

43. Terms, conditions, provisions, obligations and agreements as set forth in the Declaration of Covenants Imposing and Implementing the Canyonside at Castle Pines Public Improvements Fee recorded April 22, 2021 at Reception No. 2021053138 and First Amendment recorded July 1, 2021 at Reception No. 2021080767.

    Consent to First Amendment to Declaration of Covenants Imposing and Implementing the Canyonside at Castle Pines Public Improvements Fee in connection therewith recorded December 15, 2021 at Reception No. 2021137648 and December 15, 2021 at Reception No. 2021137649.

44. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Canyonside Subdivision Filing No. 1, recorded April 28, 2021 at Reception No. 2021054776.

45. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Avigation Notice recorded April 28, 2021 at Reception No. 2021054777.

46. Reservation of oil, gas and other minerals and the right to enter upon the land as set forth in Special Warranty Deed recorded June 18, 2021 at Reception No. 2021075787.

    Affidavit of Scrivener's Error in connection therewith recorded September 28, 2021 at Reception No. 2021111228.

47. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Restrictive Covenant recorded July 1, 2021 at Reception No. 2021080769.

    NOTE: Affects Parcel 2.

48. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Architectural, Use and Maintenance Restrictions for Residential Uses Canyonside at Castle Pines recorded July 1, 2021 at Reception No. 2021080770, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

    NOTE: Affects Parcel 2.

49. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Restrictive Covenant recorded September 16, 2022 at Reception No. 2022061467 and First Amendment to Declaration of Restrictive Covenant recorded January 31, 2025 at Reception No. 2025004287, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

50. Terms, conditions, provisions, obligations, easements and agreements as set forth in the 30-Foot Exclusive Easement recorded January 30, 2026 at Reception No. 2026004447.

51. Terms, conditions, provisions, obligations, easements and agreements as set forth in the 40-Foot Exclusive Easement recorded January 30, 2026 at Reception No. 2026004448.

52. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Canyonside Subdivision Filing No. 1, 2nd Amendment, recorded February 20, 2026 at Reception No. 2026007821.

53. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Covenants Regarding Residential Use Restrictions recorded February 25, 2026 at Reception No. 2026008580.

54. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Covenants Regarding Residential Use Restrictions recorded March 4, 2026 at Reception No. 2026010220.

55. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Covenants Regarding Residential Use Restrictions recorded March 5, 2026 at Reception No. 2026010473.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds $100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner’s policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer’s authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of

Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
D. **The Company must receive payment of the appropriate premium**.
E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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

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

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.

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.