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: 666 Third Avenue, 5th Floor, New York, NY 10017
Issuing Office's ALTA® Registry ID: 0002090
Commitment Number: 3020-1227880
Issuing Office File Number: 3020-1227880
Property Address: South Carbon Hill Road, Braceville, IL 60407
Revision Number: Rev.12/04/2024 Update eff date, Amended Vesting for Parcel 2

Customer Reference:

Title Inquiries to:
Escrow Inquiries to:

SCHEDULE A

1. Commitment Date: November 15, 2024

2. Policy to be issued:
   a. ALTA® Standard Owner's Policy
      Proposed Insured: Aligned Data Center (Acquisition) Propco, LLC, a Delaware limited liability company (Parcel 1) and TBA (Parcel 2)
      Proposed Amount of Insurance: $54,397,156.00 (Parcel 1) and $0.00 (Parcel 2)
      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:

   Parcel 1:

   The Reed Group, LLC an Illinois limited liability

   Parcel 2:

   Joseph T. Phillips, Jr. also known as Joseph T. Phillips, and Karen Togliatti

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5. The Land is described as follows:

Parcel 1:

The North 1/2 of the Southwest 1/ 4, the Northwest 1/4 of the Northwest 1/ 4, the Northeast 1/4 of the Northwest 1/4 and the East 1 /2 of the Southeast 1/4 of the Northwest 1/4, all situated in Section 15, Township 32 North, Range 8 East of the third principal meridian, in Grundy County, Illinois. Also

The Southwest quarter of the Northwest Quarter and the West half of the Southeast Quarter of the Northwest Quarter of Section 15, Township 32 North, Range 8 East of the third principal meridian, except the following:

Beginning at the Southwest corner of the Northwest quarter; thence North 89 degrees 36 minutes 40 seconds East along the south line of the Northwest quarter, 375.00 feet: thence North 350.00 feet; thence South 89 degrees 36 minutes 40 seconds West, 375.00 feet to the West line of the Northwest Quarter; thence South along the West line, 350.00 feet to the point of beginning; and also excepting the following: commencing at the Southwest corner of the Northwest quarter; thence North along the West line of the Northwest quarter, 975.56 feet to the point of beginning: thence continuing North, 350.00 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter; thence North 89 degrees 39 minutes 37 seconds East along the North line of the said Southwest Quarter of the Northwest Quarter, 355.01 feet; thence South parallel with the said West line, 352.10 feet, thence West 355.0 feet to the point of beginning; all in Grundy County, Illinois.

Parcel 2:

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Fifteen (15) in Township Thirty-two (32) North, Range Eight (8) East of the Third Principal Meridian, Grundy County, Illinois.

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED

Commitment No. 3020-1227880

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. The Land is located within Cook, DuPage, Grundy, Jackson, Kane, Kankakee, Lake, La Salle, Logan, McDonough, McLean, Madison, Marion, Ogle, Peoria, Rock Island, Sangamon, Tazewell, Whiteside, Winnebago or Woodford counties which use the MyDec system for the completion of the state and county transfer tax forms. As of January 1, 2016, The City of Chicago Transfer Tax declaration must be completed in the MyDec system. The form and instructions can be found at https://mytax.illinois.gov/MyDec/_/.

   Note: If the county is listed in MyDec, but the municipality is not, you may prepare your State and County Declaration with this site. However, you must contact the municipality for their current procedures and requirements.

6. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

7. Matters arising by reason of the estate of Clarence Phillips, deceased.
   We must be furnished an Affidavit of Heirship, a copy of the decedents Death Certificate, a copy of the of the Last Will and Testament, if any and a statement as to the Value of the decedent's Estate.
   Claims allowed or which may be allowed against the said estate.
   Federal Estate Tax, which may be charged against said estate.
   Illinois Estate Tax, which may be charged against said estate.
   Statutory rights and powers of the personal representative, if and when appointed.

   In addition, we must be furnished a deed from the Heirs at Law and/or Legatees of the decedent to the buyer.

Note: This exception will be waived upon receipt and review of the aforesaid affidavit and deed(s) along with payment of an extra risk premium. (Parcel 2)

8. Matters arising by reason of the estate of George Phillips, deceased.
We must be furnished an Affidavit of Heirship, a copy of the decedents Death Certificate, a copy of the of the Last Will and Testament, if any and a statement as to the Value of the decedent's Estate.
Claims allowed or which may be allowed against the said estate.
Federal Estate Tax, which may be charged against said estate.
Illinois Estate Tax, which may be charged against said estate.
Statutory rights and powers of the personal representative, if and when appointed.

   In addition, we must be furnished a deed from the Heirs at Law and/or Legatees of the decedent to the buyer.

   Note: This exception will be waived upon receipt and review of the aforesaid affidavit and deed(s) along with payment of an extra risk premium. (Parcel 2)

9. Matters arising by reason of the estate of Robert Phillips, deceased.
We must be furnished an Affidavit of Heirship, a copy of the decedents Death Certificate, a copy of the of the Last Will and Testament, if any and a statement as to the Value of the decedent's Estate.
Claims allowed or which may be allowed against the said estate.
Federal Estate Tax, which may be charged against said estate.
Illinois Estate Tax, which may be charged against said estate.
Statutory rights and powers of the personal representative, if and when appointed.

   In addition, we must be furnished a deed from the Heirs at Law and/or Legatees of the decedent to the buyer.

   Note: This exception will be waived upon receipt and review of the aforesaid affidavit and deed(s) along with payment of an extra risk premium. (Parcel 2)

10. NOTE: The Grundy County, Illinois property record card for the subject land shows a transfer of title via "Estate Settlement" on June 17, 1986. No additional information is provided. Our search did not disclose any Deeds or other recorded documents related to any such settlement. (Parcel 2)

11. The right, title and interest of TOGLIATTl, J PHILLIPS, as tax assessee, must be explained and this commitment is subject to such further exceptions, if any, as may then be deemed necessary. (Parcel 2)

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12. We should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.

13. Relative to the deletion of Standard Exceptions 1 through 5, we should be furnished the following:

    1) A sworn statement disclosing all parties in possession of the land, including parties in possession under unrecorded leases and the terms and provisions thereof; options; and unrecorded contracts to purchase the land.

    2) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and American Congress on Survey and Mapping; and (ii) the Laws of the State of Illinois.

    3) An ALTA Extended Coverage Policy Statement. If new construction has taken place within the last six months, the following should be produced: Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of this commitment. This evidence should consist of sworn contractors' and subcontractors' affidavits, together with all necessary waivers of lien. (Parcel 1)

14. Relative to the deletion of Standard Exceptions 1 through 6, we should be furnished the following:

    1) A sworn statement disclosing all parties in possession of the land, including parties in possession under unrecorded leases and the terms and provisions thereof; options; and unrecorded contracts to purchase the land.

    2) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and American Congress on Survey and Mapping; and (ii) the Laws of the State of Illinois.

    3) An ALTA Extended Coverage Policy Statement. If new construction has taken place within the last six months, the following should be produced: Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of this commitment. This evidence should consist of sworn contractors' and subcontractors' affidavits, together with all necessary waivers of lien. (Parcel 2)

15. This Company must be provided with the following for The Reed Group, LLC an Illinois limited liability , for review, prior to closing:
    1. Articles of Organization and all amendments thereto.

2. Operating Agreement authorizing the sale or encumbrance of the property described under Schedule A hereof and setting forth the Entity authorized to act on behalf of said limited liability company in this transaction.
3. Current Certificate of Good Standing for said limited liability company from the jurisdiction in which the limited liability company is chartered and evidence of authority to conduct business in the State of Illinois, if applicable.
4. Receipt of an Affidavit signed by all members of the limited liability company certifying that:
    i. They are the only members at the date of execution and delivery of the instrument(s) required herein;
    ii. That said company has not been dissolved by a voluntary act;
    iii. That said execution and delivery of the instruments required in the transaction to be insured are in accordance with all operative terms of the Operation Agreement of said company.

(Parcel 1)

16. Note: If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of paragraph 1(a) of 765 ILCS 205/1, the plat act, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the recorder of deeds of Grundy County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said paragraph 1(a).

17. Submit proof satisfactory to the Company of completion of improvements, including tenant improvements, and satisfactory evidence that all contracts for labor, materials and services have been paid in full.

Commitment No. 3020-1227880

SCHEDULE B, PART II—Exceptions

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

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. Rights or claims of parties in possession not shown by the Public Records.

2. Easements or claims of easements, not shown by the Public Records.

3. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the Land), encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

6. 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.

7. General real estate taxes for the year(s) 2024 and subsequent years.

   The first installment of the 2023 taxes in the amount of $386.93 + $60.00 drainage fee is Paid.

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The final installment of the 2023 taxes in the amount of $386.93 + $60.00 drainage fee is paid.

The 2024 taxes are not yet ascertainable or payable.

Permanent Index Number: 09-15-100-001

If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

(Affects part of property (Parcel 1))

8. General real estate taxes for the year(s) 2024 and subsequent years.

   The first installment of the 2023 taxes in the amount of $636.66 + $90.00 drainage fee is paid.

   The final installment of the 2023 taxes in the amount of $636.66 + $90.00 drainage fee is paid.

   The 2024 taxes are not yet ascertainable or payable.

   Permanent Index Number: 09-15-100-003

   If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

   (Affects part of property (Parcel 1))

9. General real estate taxes for the year(s) 2024 and subsequent years.

   The first installment of the 2023 taxes in the amount of $725.65 + $74.45 drainage fee is paid.

   The final installment of the 2023 taxes in the amount of $725.65 + $74.45 drainage fee is paid.

   The 2024 taxes are not yet ascertainable or payable.

   Permanent Index Number: 09-15-100-009

   If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

   (Affects part of property (Parcel 1))

10. General real estate taxes for the year(s) 2024 and subsequent years.

    The first installment of the 2023 taxes in the amount of $1,021.19 is paid.

The final installment of the 2023 taxes in the amount of $1,021.19 is paid.

The 2024 taxes are not yet ascertainable or payable.

Permanent Index Number: 09-15-300-001

If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

(Affects remainder of property (Parcel 1))

11. General real estate taxes for the year(s) 2024 and subsequent years.

    The first installment of the 2023 taxes in the amount of $862.66 is paid.

    The final installment of the 2023 taxes in the amount of $862.66 is paid.

    The 2024 taxes are not yet ascertainable or payable.

    Permanent Index Number: 09-15-300-002

    If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

    (Parcel 2)

12. Terms and provisions of a Right-of-Way Grant in favor of Commonwealth Edison Company recorded November 9, 1964 in Book 266, Page 474.

    (For further particulars, see document) (Parcel 1)

13. Terms and provisions of a Right-of-Way Grant in favor of Commonwealth Edison Company recorded November 9, 1964 in Book 266, Page 556.

    (For further particulars, see document) (Parcel 1)

14. Easement in favor of Roger Hauschild for the purpose of ingress and egress recorded April 23, 1991 as document no. 307897 and the terms and provisions contained therein.

    (For further particulars, see document) (Parcel 1)

15. Terms, provisions and conditions contained in Lease by and between Coal City II, LLC, Lessor, and David Hauschild, Lessee, dated (undisclosed) as disclosed by a Memorandum of Lease recorded December 9, 2005 as document 457670, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.

    Assigned to The Reed Group, LLC an Illinois limited liability company, beneficiary of First Midwest Trust No. 8714 by unrecorded Assignment and Assumption of Farm Lease made by Unicorn Investments, LLC, a Delaware limited liability company, as disclosed by prior title evidence,

    NOTE: Said memorandum does not disclose the terms of the lease,

    (For further particulars, see document) (Parcel 1)

16. Terms, provisions and conditions contained in annexation agreement to the Village of Coal City recorded April 21, 2011 as document no. 519567.

    (For further particulars, see document) (Parcel 1)

17. Ordinance no. 10-29, annexing certain property to the Village of Coal City Recorded April 21, 2011 as document no. 519568, and the terms, provisions and conditions therein contained.

    (For further particulars, see document) (Parcel 1)

18. Terms and provisions of a Right-of-Way Grant made by George Phillips, Robert Phillips and Clarence Phillips in favor of Commonwealth Edison Company recorded November 9, 1964 in Book 266, Page 556.

    (For further particulars, see document) (Parcel 2)

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

    Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss. (Parcel 1)

20. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

21. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.

22. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

23. Minerals or mineral rights or any other subsurface substances (including, without limitations, oil, gas and coal) and all rights incidents thereto, now or previously leased, granted, excepted or reserved. (Parcel 2)

End of Schedule B JD

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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.

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.

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.

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