



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: 200 West Madison Street, Suite 800, Chicago, IL 60606 Reference No.: Mercer Town
 Issuing Office's ALTA® Registry ID: 0000939 Escrow Officer Name: April Muiser
 Commitment Number: NCS-1216340-CHI2 Escrow Officer Number: (312)917-7251
 Issuing Office File Number: NCS-1216340-CHI2 Escrow Officer Email: amuiser@firstam.com
 Property Address: 2558 76th Avenue Southeast, Mercer, WA 98040 Escrow Assistant Name:
 Revision Number: Escrow Assistant Number:
 Escrow Assistant Email:
 Title Officer Name: Melanie Watson
 Title Officer Number: (312)917-7269
 Title Officer Email: mwatson@firstam.com

SCHEDULE A

1. Commitment Date: April 09, 2024 at 7:30 AM

2. Policy to be Issued:

	Amount	Premium	Tax
	\$	\$	\$
a. ALTA® Policy			
Proposed Insured: The estate or interest to be insured: See Item 3 below			
b. ALTA® Extended Loan Policy	\$To Be Determined	\$To Be Determined	\$To Be Determined
Proposed Insured: The Northwestern Mutual Life Insurance Company The estate or interest to be insured: See Item 3 below			
c. ALTA® Policy	\$		
Proposed Insured: 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 as to Parcel A, an Easement as to Parcels B and C

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4. The Title is, [at the Commitment Date](#), vested in:
Mercer Town, LLC, a Washington 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-1216340-CHI2

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. If a proposed mortgage or deed of trust will secure, in whole or in part, construction advances, in order to consider providing coverage against statutory liens for services, labor, or materials arising from construction of improvements or work related to the Land, the Company will require:
For all construction projects, copies of the following:
 1. Project budget, including hard costs, soft costs, equity contributions, and sources and uses.
 2. An indemnity agreement on a form to be provided, and executed by indemnitor(s) approved, by the Company.
 3. Direct contract(s) with any general contractor(s), including projected schedule for completion of construction.
 4. Draft loan agreement detailing construction advance disbursement controls (or separate disbursement agreement, if applicable) and guaranty/ees.
 5. An appraisal if lender has required one.

If work or delivery of materials has commenced or will commence prior to closing, the Company will also require the following:

1. A list of all contractors and subcontractors who have commenced or will commence work or delivery of materials, including, for each, the total contract amount and any amounts paid to date.
2. Pay applications for the latest three (3) months, including invoices and conditional and unconditional lien waivers, from all contractors and subcontractors who have commenced work or delivery of materials.
3. Priority Agreement, on a form to be provided by the Company, signed by the general contractor(s) and all subcontractor(s) who have commenced or will commence work or delivery of materials prior to closing.

Upon receipt and review of the foregoing, the Company reserves the right to require additional documentation.

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Commitment No. NCS-1216340-CHI2

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are 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, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. 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.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

9. General Taxes for the year 2024.
Tax Account No.: 531510-1493-09
Amount Billed: \$301,989.29
Amount Paid: \$0.00
Amount Due: \$301,989.29
Assessed Land Value: \$8,163,400.00
Assessed Improvement Value: \$35,729,200.00
10. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.
11. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for water or sewer facilities of Mercer Island as disclosed by instrument recorded December 6, 1977 as recording no. [7712060812](#).
12. Easement, including terms and provisions contained therein:
Recording Date: September 13, 1989
Recording Information: [8909130205](#)
In Favor of: State of Washington
For: Retaining Wall and Utilities
Affects: as described therein.
13. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded May 22, 2002 under Recording No. [20020522900001](#) of surveys, in King County, Washington.
14. The terms, provisions and easement(s) contained in the document entitled "Perpetual Parking Easement Agreement" recorded April 28, 2005 as Recording No. [20050428003036](#) of Official Records.

Document(s) declaring modifications thereof recorded March 15, 2011 as Recording No. [20110315000354](#) of Official Records.
15. The terms and provisions contained in the document entitled "The Mercer Development Agreement" recorded January 09, 2007 as Recording No. [20070109000684](#) of Official Records.

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16. The terms, provisions and easement(s) contained in the document entitled "Reciprocal Easement Agreement" recorded July 30, 2012 as Recording No. [20120730001223](#) of Official Records.

The above document was re-recorded June 27, 2014 in/as Recording No. [20140627000700](#) of Official Records.

The terms and provisions contained in the document entitled "Corrected Reciprocal Easement Agreement" recorded August 05, 2014 as Recording No. [20140805001163](#) of Official Records.
17. Easement, including terms and provisions contained therein:
Recording Date: January 18, 1956
Recording Information: [4655647](#)
In Favor of: Mercer Island Sewer District
For: Sewer
Affects: as described therein.
18. Easement, including terms and provisions contained therein:
Recording Date: March 04, 2005
Recording Information: [20050304000286](#)
In Favor of: Puget Sound Energy, Inc., a Washington corporation
For: Transmission, distribution and sale of electricity
Affects: as described therein.
19. The terms, provisions and easement(s) contained in the document entitled "Permanent Easement for Public Utilities" recorded July 10, 2008 as Recording No. [20080710001161](#) of Official Records.

Document(s) declaring modifications thereof recorded May 16, 2013 as Recording No. [20130516002201](#) of Official Records.
20. The terms, provisions and easement(s) contained in the document entitled "Reciprocal Easement Agreement" recorded September 07, 2012 as Recording No. [20120907000889](#) of Official Records.
21. The terms, provisions and easement(s) contained in the document entitled "Permanent Easement for Public Utilities" recorded April 26, 2013 as Recording No. [20130426001415](#) of Official Records.
22. The terms, provisions and easement(s) contained in the document entitled "Permanent Easement for Public Utilities" recorded January 10, 2014 as Recording No. [20140110000757](#) of Official Records.
23. The terms and provisions contained in the document entitled "Public Plaza Agreement" recorded February 04, 2014 as Recording No. [20140204000792](#) of Official Records.
24. The terms, provisions and easement(s) contained in the document entitled "Permanent Easement for Public Utilities" recorded April 18, 2014 as Recording No. [20140418000898](#) of Official Records.

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25. The terms, provisions and easement(s) contained in the document entitled "Permanent Easement for Sidewalk" recorded April 18, 2014 as Recording No. [20140418000899](#) of Official Records.
26. The terms, provisions and easement(s) contained in the document entitled "Right of Way Encroachment License Agreement" recorded April 18, 2014 as Recording No. [20140418000900](#) of Official Records.
27. The terms, provisions and easement(s) contained in the document entitled "Right of Way Encroachment License Agreement" recorded April 18, 2014 as Recording No. [20140418000901](#) of Official Records.
28. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Mercer Town, LLC, a Washington limited liability company
Grantee/Beneficiary: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation
Trustee: First American Title Insurance Company
Amount: \$16,200,000.00
Recorded: August 05, 2014
Recording Information: [20140805001169](#)
29. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Mercer Town, LLC, a Washington limited liability company
Grantee/Beneficiary: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation
Trustee: First American Title Insurance Company
Amount: \$48,300,000.00
Recorded: August 05, 2014
Recording Information: [20140805001170](#)
30. Assignment of leases and/or rents and the terms and conditions thereof:
Assignor: Mercer Town, LLC, a Washington limited liability company
Assignee: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation
Recorded: August 05, 2014
Recording Information: [20140805001171](#)
31. Assignment of leases and/or rents and the terms and conditions thereof:
Assignor: Mercer Town, LLC, a Washington limited liability company
Assignee: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation
Recorded: August 05, 2014
Recording Information: [20140805001172](#)

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32. A financing statement recorded August 05, 2014 as Recording No. [20140805001173](#) of Official Records.

Debtor: Mercer Town, LLC
Secured party: The Northwestern Mutual Life Insurance Company

33. Easement, including terms and provisions contained therein:

Recording Date: October 14, 2014
Recording Information: [20141014000458](#)
In Favor of: Comcast Cable Holdings, LLC, its successors and assigns
For: broadband communications system
Affects: as described therein.

34. Evidence of the authority of the individual(s) to execute the forthcoming document for Mercer Town, LLC, a Washington limited liability company, copies of the current operating agreement should be submitted prior to closing.

35. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.

36. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

37. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.

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File Number: NCS-1216340-CHI2

INFORMATION NOTES

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

1. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
2. Any sketch attached hereto is done so as a courtesy only and is not part of any Title Commitment or Policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.
3. The description can be abbreviated as suggested below if necessary to meet standard requirements. The full text of the description must appear in the document (s) to be insured.

Ptn Lot 5, Blk. 18, Mc Gilvra's Island Add. [Vol. 16, Pg. 58](#)

APN: 531510-1493-09

4. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

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Commitment No. NCS-1216340-CHI2

EXHIBIT A

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

PARCEL A:

THAT PORTION OF LOT 5, BLOCK 18, MC GILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN [VOLUME 16 OF PLATS, PAGE 58](#), IN KING COUNTY, WASHINGTON, WHICH LIES EASTERLY OF THE COUNTY ROAD RIGHT OF WAY WHICH WAS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER [2567018](#), AND WHICH LIES NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EASTERLY LINE OF SAID LOT 6 INTERSECTS THE NORTHERLY MARGIN OF SAID COUNTY ROAD RIGHT OF WAY CONNECTING 76TH AVENUE SOUTHEAST AND SOUTHEAST 27TH STREET;
THENCE NORTH 0° 16' 23" WEST ON THE EASTERLY LINE OF LOTS 6 AND 5, A DISTANCE OF 127.33 FEET;
THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 228.90 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY MARGIN OF SAID COUNTY ROAD RIGHT OF WAY, AND THE TERMINUS OF SAID LINE.

PARCEL B:

PARKING EASEMENT AS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "PERPETUAL PARKING EASEMENT AGREEMENT" RECORDED APRIL 28, 2005 AS RECORDING NO. [20050428003036](#) OF OFFICIAL RECORDS; AND AS AFFECTED BY ADDENDUM RECORDED MARCH 15, 2011 AS RECORDING NO. [20110315000354](#) OF OFFICIAL RECORDS.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, UTILITIES, PEDESTRIAN BRIDGE AND PARKING AS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED JULY 30, 2012 AS RECORDING NO. [20120730001223](#) AND RE-RECORDED JUNE 27, 2014 AS RECORDING NO. [20140627000700](#) OF OFFICIAL RECORDS.

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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

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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.
- 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.

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.

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- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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