ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
issued by
BLANK TITLE INSURANCE COMPANY

This policy, when issued by Us with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

As soon as You Know of anything that might be covered by this policy, You must notify Us promptly in writing at the address shown in Condition 3.

COVERAGE STATEMENT

SUBJECT TO THE PROVISIONS SET FORTH BELOW, We insure You against loss or damage resulting from one or more of the Covered Risks if the matter creating the risk exists on the Date of Policy or, to the extent expressly stated in any Covered Risk, after the Date of Policy. We will also pay the costs, attorneys' fees, and expenses provided for under this policy.

Your insurance is effective on the Date of Policy.

This policy covers You only if the Land is improved with an existing one-to-four family residence and each party named in Item 1 of Schedule A is a Natural Person or Estate Planning Entity.

Your insurance is further limited by all of the following:

- Amount of Insurance
- For Covered Risks 16, 18, 19, and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions from Coverage in Schedule B
- Our Duty to Defend against Legal Actions
- Exclusions from Coverage
- Conditions

COVERED RISKS

1. Someone else owns an interest in Your Title.

2. Someone else has a right affecting Your Title because of a lease, contract, or option.

3. Someone else claims to have a right affecting Your Title because of forgery or impersonation.

4. Someone else has an Easement on the Land.

5. Any of Covered Risks 1 through 4 occurring after the Date of Policy.

6. Someone else has a right to enforce a Covenant to limit Your use of the Land.

7. Your Title is defective. Some examples of title defects are:
   a. someone else's failure to have authorized a transfer or conveyance of Your Title.
   b. a defective judicial or administrative proceeding.

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c. a document, including an electronic document, on which Your Title is based:
   i. was signed using a falsified, expired, or otherwise invalid power of attorney;
   ii. was not properly authorized, executed, created, signed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered; or
   iii. was not properly filed, recorded, or indexed in the Public Records.
d. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

8. Someone else has a lien on Your Title. Some examples of liens are:
a. a lien of real estate taxes or assessments imposed on Your Title by a governmental authority due or payable, but unpaid;
b. a Mortgage;
c. a judgment lien;
d. a State or federal tax lien;
e. a charge by a homeowner's or condominium association; or
f. a statutory lien, attaching before or after the Date of Policy, for service, labor, material, or equipment in connection with an improvement or work related to the Land and furnished before the Date of Policy.

9. Someone else has an encumbrance on Your Title.

10. Someone else claims to have a right affecting Your Title because of fraud, duress, incompetency, or incapacity.

11. You do not have actual vehicular and pedestrian access to and from the Land, based on a legal right.

12. You are forced to remove or remedy a violation, existing at the Date of Policy, of any Covenant, even if the Covenant is excepted in Schedule B. You are not covered for any violation of an obligation contained in a Covenant:
a. to perform maintenance or repair on the Land; or
b. relating to environmental protection of any kind, including hazardous or toxic conditions or substances;
unless there is a notice of either of these violations recorded in the Public Records at the Date of Policy, and then, Our liability for Covered Risk 12 is limited to the extent of the violation described in that notice.

13. Your Title is lost or taken because of a violation, existing at the Date of Policy, of any Covenant, even if the Covenant is excepted in Schedule B.

14. A violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

15. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

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16. Because of a violation existing at the Date of Policy of a State or Municipal subdivision law or State or Municipal subdivision regulation affecting the Land:
a. You are unable to obtain a building permit from a Municipal authority;
b. You are ordered by a State or Municipal authority to remove or remedy the violation; or
c. someone else refuses to perform a contract to purchase the Land, lease the Land, or make a mortgage loan on the Land, based on that violation.

The Amount of Insurance for Covered Risk 16 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

17. You lose Your Title to any portion of the Land to an enforcement authority because of an exercise of the power to take the Land by condemnation, but only to the extent:
a. of the taking described in an Enforcement Notice; or
b. the taking occurred before the Date of Policy and is binding on You, if You purchased the Land without Knowledge of the taking.

18. You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures—other than boundary walls or fences—because any portion of Your existing structures was built without obtaining a building permit from the proper Municipal authority. The Amount of Insurance for Covered Risk 18 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

19. You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures, because they violate an existing State or Municipal zoning law or State or Municipal zoning regulation. The Amount of Insurance for Covered Risk 19 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

20. You are not able to use the Land because use as a single-family residence violates an existing State or Municipal zoning law or State or Municipal zoning regulation.

21. You are forced to remove any portion of Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the Amount of Insurance for Covered Risk 21 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

22. Someone else exercises a legal right refusing to perform a contract to purchase, lease, or make a mortgage loan on the Land because Your neighbor's existing structures encroach onto the Land.

23. You are forced to remove any portion of Your existing structures that encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.

24. Your existing structures are damaged because of the exercise of the right to maintain or use any Easement affecting Your Title, even if the Easement is excepted in Schedule B.

25. Your existing improvements (or a replacement or modification made to them after the Date of Policy), including lawns, shrubbery, or trees, are damaged because of the future exercise of the right to use the surface of the Land for the extraction or development of oil, gas, minerals, groundwater, or any other subsurface substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.

26. Someone else tries to enforce a Discriminatory Covenant that they claim affects Your Title.

27. A State or Municipal taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Date of Policy because of construction or change of ownership or use, that occurred before the Date of Policy.

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28. Your neighbor builds any structures after the Date of Policy—other than boundary walls or fences—that encroach onto the Land.

29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase, lease, or make a mortgage loan on the Land.

30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the Title under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law.

31. The residence with the Property Address shown in Schedule A is not located on the Land at the Date of Policy.

32. Any defect in or lien or encumbrance on the Title that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

33. The map, if any, attached to this policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action, only as to that portion of the legal action for a matter that is based on a Covered Risk and that is not excepted or excluded from coverage in this policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any portion of the legal action for a matter that is not based on a Covered Risk or that is excepted or excluded from coverage in this policy.

We can end Our duty to defend Your Title under Condition 4.

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULE A AND SCHEDULE B.

[Witness clause**]**

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

By: _____
[Authorized Signatory]

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.

4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

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9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITIONS

a. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 6.d. or 10 or decreased by Condition 7.d. or 7.e.; or increased or decreased by endorsements to this policy.

b. "Covenant": A covenant, condition, restriction, or limitation affecting the Title in a document or instrument in effect at the Date of Policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "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.

e. "Easement": The right of someone else to use any part of the Land for a specified purpose.

f. "Enforcement Notice": A document recorded in the Public Records at the Date of Policy that describes any part of the Land and:

i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation; or

ii. is issued by a holder of the power of condemnation or a governmental agency that identifies the exercise of a governmental power.

g. "Estate Planning Entity": A legal entity, a trust, or a trustee of a trust, if the entity or trust is established by a Natural Person for the purpose of planning the disposition of that person's estate.

h. "Insured": The Insured named in Item 1 of Schedule A and also the parties identified in Condition 2.b.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by Public Records.

j. "Land": The land or condominium unit described in Item 3 of Schedule A and improvements located on that Land at the Date of Policy 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 insured by this policy.

k. "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.

l. "Municipal": A political subdivision of a State, such as a city, county, parish, town, or village.

m. "Natural Person": A human being, not a commercial or legal organization or entity.

n. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy 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.

o. "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.

p. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

q. "We," "Our," or "Us": *Blank Title Insurance Company*.

r. "You" or "Your": The Insured.

2. CONTINUATION OF COVERAGE

a. Your coverage under this policy continues as of the Date of Policy, so long as You:

i. own Your Title;

ii. own an obligation secured by a purchase money Mortgage given by a purchaser from You; or

iii. have liability for warranties of title given by You in any transfer or conveyance of Your Title.

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b. This policy also insures:
   i. anyone who receives Your Title by operation of law upon Your death;
   ii. Your spouse who receives Your Title because of a dissolution of Your marriage;
   iii. Your Estate Planning Entity to which You transfer Your Title after the Date of Policy;
   iv. any beneficiary or distributee of Your Estate Planning Entity who receives Your Title;
   v. anyone who receives Your Title by a transfer effective upon Your death as provided by law; or
   vi. another Insured named in Item 1 of Schedule A.

c. We may assert against any Insured identified in Condition 2.b. any rights and defenses that We have against any previous Insured under this policy.

3. HOW TO MAKE A CLAIM

a. *Prompt Notice of Your Claim*
   i. You must notify Us promptly in writing as soon as You Know of anything that might be covered by this policy.
   ii. Send Your notice to:
   Blank Title Insurance Company
   _____
   _____
   Attention: Claims Department
   Please include Your Policy Number shown in Schedule A and the county and State where the Land is located. Please enclose a copy of this policy, if available.
   iii. If You do not give Us prompt notice, Your coverage may be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. *Proof of Your Loss*
   i. We may require You to give Us a written statement signed by You describing Your loss that includes:
      (a). the facts supporting Your claim;
      (b). the Covered Risks that apply to Your claim;
      (c). the dollar amount of Your loss; and
      (d). the method You used to compute the amount of Your loss.
   ii. We may require You to make available to Us records, checks, letters, contracts, insurance policies, and other papers relating to Your claim. We may make copies of these papers.
   iii. We may require You to answer questions about Your claim under oath.
   iv. If You fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage may be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

a. After We receive Your notice or otherwise learn of a claim covered by this policy, and after subtracting Your Deductible Amount, if it applies, Our choices include one or more of the following:
   i. pay the claim;
   ii. negotiate a settlement;
   iii. bring or defend a legal action related to the claim;
   iv. pay You the amount required by this policy;
   v. end the coverage of this policy for the claim by paying You Your loss determined in Condition 6.a., as applicable, resulting from the Covered Risk;
   vi. end the coverage described in Covered Risk 16, 18, 19, or 21 by paying You Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk;
   vii. end all coverage of this policy by paying You the Amount of Insurance then in force; or
   viii. take other appropriate action, including to cure or otherwise resolve the covered matter giving rise to the claim.

b. When We choose the options in Condition 4.a.v., 4.a.vi., or 4.a.vii., all Our liability and obligations to You under this policy terminate, including Our obligation to defend or continue any legal action. In

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addition, We will pay any costs, attorneys' fees, and expenses that were authorized by Us up to that time and that We are obligated to pay.

c. Whether or not We agree there is coverage, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.

b. If You fail or refuse to cooperate with Us, Your coverage may be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

c. We are only required to repay You for amounts, including settlement costs, attorneys' fees, and expenses, that We approve in advance.

d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

6. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by You by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. We are not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. After subtracting Your Deductible Amount, if it applies, Our liability for Your loss or damage is limited to the least of:
   i. the difference between the fair market value of Your Title, as insured, and the fair market value of Your Title subject to the matter insured against by this policy;
   ii. Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19, or 21; or
   iii. the Amount of Insurance then in force.

b. Except as provided in Condition 6.c. or 6.d., the fair market value of Your Title in Condition 6.a.i. is calculated using the date You discover the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then You may, by providing Us written notice, elect to use the Date of Policy as the date for calculating the fair market value of Your Title in Condition 6.a.i.

d. If We pursue Our rights under Conditions 4.a.iii. and 4.a.viii. and are unsuccessful in establishing Your Title, as insured:
   i. the Amount of Insurance then in force will be increased by 15% of the Amount of Insurance shown in Schedule A; and
   ii. You may, by providing Us written notice, elect, as an alternative to the dates set forth in Condition 6.b. or, if it applies, 6.c., to use either the date the settlement, action, proceeding, or other act described in Conditions 4.a.iii. and 4.a.viii. is concluded or the date the notice of claim required by Condition 3 is received by Us as the date for calculating the fair market value of Your Title in Condition 6.a.i.

e. In addition to the extent of liability for loss or damage under Conditions 6.a.:
   i. We will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 4 and 5; and
   ii. if You are unable to use the Land because of a claim covered by this policy:
      (a). You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
         (1). the cause of the claim is removed; or
         (2). We pay You the amount required by this policy. If Your claim is covered only under Covered Risk 16, 18, 19, or 21, that payment is the Amount of Insurance then in force for the particular Covered Risk.

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(b). We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to fifty (50) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under Condition 6.e.ii.(b). is limited to the value of the personal property before You relocate it.

7. LIMITATION OF OUR LIABILITY

a. Other than as provided in Condition 6.e., if We remove the cause of the claim after receiving notice of the claim, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.

b. We are not liable for loss or damage arising out of any litigation, including litigation by Us or with Our consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. We are not liable for loss or damage to You for liability voluntarily assumed by You in settling any claim or suit without Our prior written consent.

d. All payments under this policy reduce the Amount of Insurance then in force, except for costs, attorneys' fees, and expenses. All payments for claims covered only under Covered Risk 16, 18, 19, or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees, and expenses.

e. If We issue, or have issued, a policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
   i. We have the right to pay any amount due to You under this policy to the owner of the Mortgage, and any amount paid will be treated as a payment to You under this policy, including under Condition 4.a.;
   ii. any amount paid to the owner of the Mortgage will be subtracted from the Amount of Insurance then in force; and
   iii. if Your claim is covered only under Covered Risk 16, 18, 19, or 21, any amount paid to the owner of the Mortgage will also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

g. We are not liable for the content of the Transaction Identification Data, if any. Condition 7.g. does not modify or limit the coverage provided under Covered Risk 31.

8. TRANSFER OF YOUR RIGHTS TO US

a. If We settle and pay Your claim, We have all the rights and remedies You have against any person, entity, or property related to the claim. You must not do anything to affect these rights and remedies. If We ask, You must execute documents to transfer these rights and remedies to Us. You must let Us use Your name in enforcing these rights and remedies.

b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.

c. We will pay any money We collect from enforcing these rights and remedies in the following order:
   i. to Us for the costs, attorneys' fees, and expenses We paid to enforce these rights and remedies;
   ii. to You for Your loss that You have not already collected;
   iii. to Us for any money We paid out under this policy on account of Your claim; and
   iv. to You whatever is left.

d. If You have rights and remedies under contracts (such as indemnities, guaranties, warranties, insurance policies, or bonds) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this policy.

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9. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by Us is the entire policy and contract between You and Us. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be issued by electronic means authorized by law.

b. Any claim You make against Us must be made under this policy and is subject to its terms.

c. Any amendment of this policy must be by a written endorsement issued by Us. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,

ii. extend the Date of Policy,

iii. insure against loss or damage exceeding the Amount of Insurance, or

iv. increase the Amount of Insurance.

10. INCREASED AMOUNT OF INSURANCE

The Amount of Insurance then in force will increase by ten percent (10%) of the Amount of Insurance shown in Schedule A each year for the first five years following the Date of Policy shown in Schedule A, up to one hundred fifty percent (150%) of the Amount of Insurance shown in Schedule A. The increase each year will happen on the anniversary of the Date of Policy shown in Schedule A.

11. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, both You and We can still enforce the rest of this policy.

12. CHOICE OF LAW AND CHOICE OF FORUM

The State law of the State where the Land is located, or to the extent it controls, federal law, applies to this policy. A court or arbitrator must not apply conflict of law principles to determine the applicable law. Any litigation or other proceeding brought by You against Us must be filed only in a State or federal court having jurisdiction.

13. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

[14. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is $2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either You or Us. If the Amount of Insurance is greater than $2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both You and Us. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 14. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

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c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 14, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 14.*

d. **[**We will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of $100,000 or less. Other fees**][**Fees**]** will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.**]**

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