



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Company, Inc.
Issuing Office: 820 West Hind Drive, Suite 1231, Honolulu, HI 96821
Issuing Office's ALTA® Registry ID:
Commitment Number: 6308-7380271
Issuing Office File Number: 6308-7380271
Property Address: 94-835 Lumiauau Street, #K105, Waipahu, HI 96797
TMK: (1) 9-4-007-046-0043
Revision Number:

SCHEDULE A

1. Commitment Date: February 24, 2026 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$To Be Determined
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:**

Ashwin Venkataraman, unmarried, as Tenant in Severalty
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Company, Inc.

By:

Authorized Signatory

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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. Release(s) of Item No(s). 31 in Schedule B, Section Two, be recorded in the Official Records.
6. With respect to the vestee(s) referred to in Schedule A, Item 4, a petition to note any death(s), changes of name(s) and/or changes in marital status on Transfer Certificate of Title No.1,237,925.
7. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

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8. Real property tax assessments for the fiscal year 2025-2026:

Tax Map Key No.: (1) 9-4-007-046-0043
Property Class: 1

First Installment: \$1,080.98, PAID, (8/20)
Second Installment: \$1,080.97, PAID, (2/20)

9. Title to all mineral and metallic mines reserved to the State of Hawaii.

10. Easement "C" (20.00 feet wide) for water pipeline purposes, shown on Map No. 1 filed with Land Court Application No. 1000.

11. A Grant of Easement for water pipeline purposes, in favor of The City and County of Honolulu, recorded July 26, 1974 as Land Court Document No. [690819](#) of Official Records.

12. Easement 2970, shown on Map No. 522 and 819 filed with Land Court Application No. 1000, as set forth by Land Court Order No. [53425](#), recorded June 7, 1979.

13. A Grant of Easement for underground water pipeline(s), in favor of The City and County of Honolulu, recorded February 22, 1980 as Land Court Document No. [998049](#) of Official Records.

14. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Warranty Deed (Waikele Development) recorded December 22, 1983 as Land Court Document No. [1209274](#) of Official Records.

15. The terms and provisions contained in the Certificate of Amfac Property Development Corp. recorded April 2, 1986 as [Book 19393 Page 686](#) of Official Records.

Remarks: Reclassification of land from Agricultural district to Urban district.

16. The terms and provisions contained in the Certificate of Amfac Property Investment Corp. recorded April 23, 1986 as Land Court Document No. [1366767](#) of Official Records.

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Remarks: Reclassification of land from Agricultural district to Urban district.

17. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Certificate recorded November 10, 1986 as Land Court Document No. [1414537](#) of Official Records.
18. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded November 17, 1986 as Land Court Document No. [1416018](#) of Official Records.
19. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Master Declaration of Covenants, Conditions and Restrictions for The Waikele Community recorded December 28, 1990 as Land Court Document No. [1791991](#) of Official Records.

Document(s) declaring modifications thereof recorded as Land Court Document No(s). [1795699](#), [1798643](#), [1811179](#), [1875415](#), Land Court Document No. [1909651](#) and Regular System Document No. [92-069912](#), Land Court Document No. [2388307](#) and Regular System Document No. [97-083128](#), Land Court Document No. [2403396](#) and Regular System Document No. [97-124918](#), Land Court Document No. [2528263](#) and Regular System Document No. [99-059726](#), Land Court Document No. [2737553](#) and Regular System Document No. [2001-146029](#) all of Official Records.

20. Easement 5047 (5.00 feet wide) for irrigation purposes, shown on Map No. 819 and 844 filed with Land Court Application No. 1000, as set forth by Land Court Order No. [104899](#), recorded December 4, 1991.
21. Easement 5056 (13 square feet, more or less) for CATV purposes, shown on Map No. 819 and 844 filed with Land Court Application No. 1000, as set forth by Land Court Order No. [104899](#), recorded December 4, 1991.
22. Easement 5057 (57 square feet, more or less) for telephone purposes, shown on Map No. 819 and 844 filed with Land Court Application No. 1000, as set forth by Land Court Order No. [104899](#), recorded December 4, 1991.

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23. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Limited Warranty Deed (Parcels 6 and 78) recorded December 23, 1991 as Land Court Document No. [1875416](#) of Official Records.
24. Land Court Condominium Map No. 979.
25. The terms and provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime, . Said Declaration was recorded June 14, 1993 as Land Court Document No. [2033540](#) of Official Records.

Document(s) declaring modifications thereof recorded as Land Court Document No(s). [2200683](#), [2520317](#) and [3880630](#) all of Official Records.
26. The terms and provisions contained in or incorporated by reference in the Condominium By-Laws, . Said By-Laws were recorded June 14, 1993 as Land Court Document No. [2033541](#) of Official Records.

Document(s) declaring modifications thereof recorded as Land Court Document No(s). [2493821](#), [2520317](#) and [3880630](#) all of Official Records.
27. A Grant of Easement for utility purposes, in favor of Hawaiian Electric Company, Inc. and Verizon Hawaii Inc. (now Hawaiian Telcom, Inc.), recorded September 27, 1993 as Land Court Document No. [2069666](#) of Official Records.
28. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Apartment Deed recorded December 01, 1993 as Land Court Document No. [2092465](#) of Official Records.
29. Easement 5627 for sewer purposes, shown on Map No. 937 filed with Land Court Application No. 1000, as set forth by Land Court Order No. [121598](#), recorded August 24, 1995.
30. A Grant of Easement , in favor of Time Warner Entertainment Co., L.P., a Delaware limited partnership, recorded June 01, 1996 as Land Court Document No. [2319842](#) of Official Records.

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31. A mortgage to secure an original principal indebtedness of \$767,250.00, and any other amounts or obligations secured thereby.
Dated: May 25, 2022
Mortgagor: Ashwin Venkataraman, an unmarried man
Mortgagee: Mortgage Electronic Registration Systems, Inc., solely as nominee for American Pacific Mortgage Corporation, a California corporation
Recorded May 31, 2022 as Land Court Document No. [T-11838214](#) of Official Records.
32. Any lien or claim of lien for unpaid assessments in favor of the HOA of Waikele Community Association.

Note: Please contact the HOA of Waikele Community Association and/or their successors and assigns or any other appropriate entity regarding assessments, transfer fees and other requirements that may be due or imposed upon the contemplated transaction pursuant to the above document(s). Reference is made to the recorded document(s) for full particulars.

33. Any lien or claim of lien for unpaid assessments in favor of the AOA of Greens At Waikele.

Note: Please contact the AOA of Greens At Waikele and/or their successors and assigns or any other appropriate entity regarding assessments, transfer fees and other requirements that may be due or imposed upon the contemplated transaction pursuant to the above document(s). Reference is made to the recorded document(s) for full particulars.

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EXHIBIT A

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

All the premises comprising a portion of "GREENS AT WAIKELE" condominium project (herein called the "Project") consisting of that certain parcel of land more fully described herein, and the improvements and appurtenances thereof, as described and established by the Declaration of Condominium Property Regime recorded June 14, 1993 as Land Court Document No. 2033540, as amended, of Official Records (herein called the "Declaration"), described as follows:

First: Apartment No. K-105 of that certain project as shown on the plans thereof recorded as Land Court Condominium Map No. 979.

Together with appurtenant easements as follows:

An exclusive right to use certain limited common elements of the condominium which are described in condominium declaration as being appurtenant to said apartment, including without limitation the Parking Stall(s), if any.

Non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said apartment, in the other common elements for use according to their respective purposes thereof, and the exclusive appurtenant easements as set forth in the Condominium Declaration.

Second: A undivided 2.00% interest or such other undivided percentage interest as may be hereafter established for said Apartment by amendment of the Condominium Declaration, in the common elements of the condominium as described in the Condominium Declaration, including the land described therein, which description is by reference incorporated herein, as Tenant in Common with the other owners of the Condominium.

Being the premises described in and covered by Transfer Certificate of Title No. 1,237,925.
Issued to: Ashwin Venkataraman, unmarried

(Apartment Deed recorded May 31, 2022 as Land Court Document No. T-11838213 of Official Records.)

The land upon which said Condominium project is situate is more particularly described as follows:

All of that certain parcel of land situate at Waikele, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 13840, area 5.540 acres, more or less, as shown on Map 844, filed with Land Court Application No. 1000 of John II Estate, Limited.

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Together with the following easements appurtenant to said parcel of land:

1. Crossings Number 3, 4, 5, 6 and 7 over Kamehameha Highway and Crossing Number 28 over government main road, as more particularly described in Exchange Deed between John II Estate, Limited, the State of Hawaii and Oahu Sugar Company, limited, recorded as Book 1243 Page 270 of Official Records, being certain of the Easements mentioned in Paragraph (7) in the list of appurtenant rights and easements in Certificate of Title No. 51,587;

2. Easements over Lot 2-C more particularly described in Exchange Deed in favor of the State of Hawaii, being Land Court Document No. 64386 of Official Records, recorded as Book 1708 Page 468 of Official Records, noted on original Certificate of Title No. 13,843 and on Transfer Certificate of Title No. 26,428 issued to the State of Hawaii.

The foregoing appurtenant easements being subject, however, to the provision pertaining to nonuse of said easements as set forth in Deed recorded as Land Court Document No. 149706 of Official Records.

Note: Lot 13840 shall have access to and from a public road, to wit: Kamehameha Highway, over and across Lot 13839, as shown on said Map 844, and Lots 13192 and 13193, as shown on Map 819 filed with said Land Court Application No. 1000, and as set forth by Land Court Order No. 109741, recorded December 8, 1992.

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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


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

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- oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. Provided that this does not supersede Hawaii's Uniform Arbitration Act, Hawaii Revised Statutes, Chapter 658A and subject to the provisions of said act, 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 ALTA arbitration rules at <http://www.alta.org/arbitration>.

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