



5. The Company's liability for loss under this letter shall not exceed the least of:
 - (a) the amount of Your Funds;
 - (b) the Company's liability under any Policy for the Real Estate Transaction at the time written notice of a claim is made under this letter;
 - (c) the value of the Title to the Land insured or to be insured under any Policy for the Real Estate Transaction at the time written notice of a claim is made under this letter; or
 - (d) the amount stated in Section 3 of the Requirements.
6. Payment to You or for Your benefit under any Policy for the Real Estate Transaction, or under any other obligation of the Company, or from any other source shall reduce liability under this letter by the same amount.
7. The Title Insurance Producer is the Company's agent only for the limited purpose of issuing policies. The Title Insurance Producer is not the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Other than as expressly provided in this letter, the Company shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
8. In no event shall the Company be liable for a loss if the written notice of a claim is not received by the Company within one year from the date of Your closing . The condition that the Company must be provided with written notice under this Section 8 shall not be excused by lack of prejudice to the Company.
9. You must promptly send written notice of a claim under this letter to the Company at its principal office at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter shall be reduced to the extent of the prejudice.
10. Whenever requested by the Company, You, at the Company's expense, shall:
 - (a) give the Company all reasonable aid in
 - (i) securing evidence, obtaining witnesses, prosecuting or defending any action or proceeding, or effecting any settlement, and
 - (ii) any other lawful act that in the opinion of the Company may be necessary to enable the Company's investigation and determination of its liability under this letter;
 - (b) deliver to the Company any records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - (c) submit to an examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
11. The Company shall have no liability under this letter if:
 - (a) the Real Estate Transaction has not closed within one year from the date of this letter; or
 - (b) at any time after the date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.