

**SCHEDULE A**

**Inwest Title Services, Inc.**

**ORDER NUMBER: 236740**

**COMMITMENT NUMBER: 236740**

**1. Effective Date:** APRIL 4, 2017 @ 6:00 PM

**2. Policy or Policies to be issued:**

**(a) A.L.T.A. Owner's Policy - (6/17/06)**

**Proposed Insured**  
KYLE HIRSCHI

**Amount of Insurance**

\$ 678,000.00

**Premium Amount**

2,476.00

**(b) A.L.T.A. Loan Policy - (6/17/06)**

**Proposed Insured:**

\$ TBD

0.00

**ENDORSEMENTS**

Endorsement Total:\$

0.00

Premium Total:\$

2,476.00

Additional Charges:\$

0.00

**OTHER SERVICES:**

TOTAL: \$

2,476.00

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is**

FEE SIMPLE

**4. Title to the estate or interest in said land is at the effective date hereof vested in:**

SCOTT DOUGLAS ALLEN AND JUDY ALLEN, HUSBAND AND WIFE

**5. The land referred to in this commitment is described as follows:**

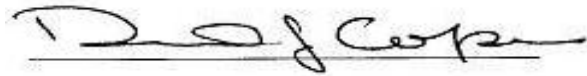
See Attached Exhibit "A"

**PROPERTY KNOWN AS:** NONE ASSIGNED

**TO:** RIDGELINE REALTY

**ATTN:** BYRON BOSSHARDT

**CUSTOMER REFERENCE NO.:**



Authorized Counter Signature

**ESCROW/CLOSING INQUIRIES** SHOULD BE DIRECTED TO **TONI GEORGE**, AT 801-399-3544.  
LOCATED AT 2037 WEST COMMERCE WAY WEST HAVEN UT 84401.

**ISSUED BY: STEWART TITLE GUARANTY COMPANY**

ORDER NUMBER: 236740

## EXHIBIT "A"

PARCEL 1: (15-078-0006)

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 00°42'57" EAST ALONG SAID QUARTER SECTION LINE 38.98 FEET FROM THE CENTER OF SAID SECTION 28, THENCE NORTH 00°42'57" EAST ALONG SAID QUARTER SECTION LINE 1288.57 FEET TO THE 40 ACRE LINE, THENCE SOUTH 89°14'11" EAST ALONG SAID 40 ACRE LINE 1801.59 FEET TO THE CENTER LINE OF AN EXISTING IRRIGATION CHANNEL, THENCE ALONG SAID CENTER LINE THE FOLLOWING NINE (9) COURSES: (1) SOUTH 44°55'30" WEST 153.87 FEET TO A 719.99 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH 45°04'30" WEST, (2) SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°25'12" A DISTANCE OF 105.81 FEET, (3) SOUTH 53°20'43" WEST 492.39 FEET, (4) SOUTH 53°04'16" WEST 98.25 FEET, (5) SOUTH 55°09'32" WEST 32.12 FEET, (6) SOUTH 57°20'38" WEST 57.02 FEET, (7) SOUTH 57°58'47" WEST 181.15 FEET, (8) SOUTH 56°49'23" WEST 65.68 FEET AND (9) SOUTH 48°45'37" WEST 37.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION THEREOF WITHIN THE FOLLOWING DESCRIBED PROPERTY, PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT NORTH 00°42'57" EAST 38.98 FEET FROM THE CENTER OF SAID SECTION 28, SAID POINT BEING THE CENTERLINE OF AN EXISTING IRRIGATION CHANNEL, THENCE ALONG SAID CENTERLINE THE FOLLOWING (2) COURSES (1) NORTH 48°45'37" EAST 37.99 FEET, (2) NORTH 56°49'23" EAST 65.68 FEET, THENCE SOUTH 53°52'12" WEST 103.43 FEET TO BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 2: (15-078-0120)

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN U S SURVEY: DESCRIBED AS FOLLOWS: BEGINNING NORTH 53°20'43" EAST 150.49 FEET FROM THE MOST NORTHERLY CORNER OF LOT 15, ALLEN ESTATES SUBDIVISION RUNNING THENCE SOUTH 32°03'10" EAST 18.06 FEET; THENCE NORTH 53°20'43" EAST 60.19 FEET; THENCE NORTH 32°03'10" WEST 18.06 FEET; THENCE SOUTH 53°20'43" WEST 60.19 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

## SCHEDULE B

***Inwest Title Services, Inc.***

**ORDER NUMBER: 236740**

**COMMITMENT NUMBER: 236740**

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:**

(Section 1)

1. 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. Proceedings by a public agency which 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.
2. Any facts, rights, interests, 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.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. 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.
5. (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.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(Section 2)

**The following matters will be excepted in Schedule B of the policy to be issued:**

1. TAXES FOR THE YEAR 2017 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2016  
STATUS: PAID  
AMOUNT: \$162.98  
SERIAL NO.: 15-078-0006  
(PARCEL 1)
2. TAXES FOR THE YEAR 2017 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2016  
STATUS: PAID  
AMOUNT: \$0.17  
SERIAL NO.: 15-078-0120  
(PARCEL 2)

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

**ORDER NUMBER: 236740**

**COMMITMENT NUMBER: 236740**

3. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:  
DISTRICT(S): WEBER COUNTY GENERAL FUND  
DISTRICT(S): WEBER COUNTY G. O. BOND FUND  
DISTRICT(S): LIBRARY  
DISTRICT(S): WEBER SCHOOL DISTRICT  
DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY  
DISTRICT(S): MOSQUITO ABATEMENT DISTRICT  
DISTRICT(S): WEBER BASIN WATER-GENERAL  
DISTRICT(S): WEST WEBER/TAYLOR CEMETERY  
DISTRICT(S): WEBER/MORGAN HEALTH  
DISTRICT(S): TAYLOR/ WEST WEBER CULINARY WATER DISTRICT  
DISTRICT(S): JUDGEMENT LEVY- W.C.  
DISTRICT(S): PARAMEDIC FUND  
DISTRICT(S): WEBER FIRE DISTRICT  
DISTRICT(S): ASSESS & COLLECT/STATE  
DISTRICT(S): ASSESS & COLLECT/ COUNTY  
DISTRICT(S): UNINCORPORATED WEBER COUNTY  
DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY  
DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE  
DISTRICT(S): WEBER FIRE G.O. BOND-2006
4. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.  
DATED: SEPTEMBER 3, 2013  
RECORDED: SEPTEMBER 5, 2013  
ENTRY NO: 2654384  
THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.
5. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
6. THE RIGHTS OF OTHERS FOR ACCESS TO AND MAINTENANCE OF THE CANAL, TOGETHER WITH THE RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATER, WITHOUT DIMINUTION.
7. MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT  
BOOK/PAGE: N/250  
IN FAVOR OF: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
PURPOSE: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES, FROM TIME TO TIME, UPON, OVER, UNDER AND ACROSS THE SUBJECT PROPERTY, TOGETHER WITH INCIDENTAL RIGHTS THERETO.

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

**ORDER NUMBER:** 236740

**COMMITMENT NUMBER:** 236740

8. AMERICAN TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT  
BOOK/PAGE: S/146 AND 155  
IN FAVOR OF: AMERICAN TELEPHONE AND TELEGRAPH COMPANY  
PURPOSE: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES, FROM TIME TO TIME, UPON, OVER, UNDER AND ACROSS THE SUBJECT PROPERTY.
9. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
10. MECHANIC'S AND MATERIALMEN'S LIENS WHICH MAY HAVE PRIORITY AS A RESULT OF COMMENCEMENT OF WORK AND/OR ANY FILINGS IN THE STATE CONSTRUCTION REGISTRY PRIOR TO THE RECORDATION OF THE DEED OF TRUST OR MORTGAGE TO BE INSURED UNDER THIS COMMITMENT.

CLICK THE LINK BELOW FOR A COURTESY MAP OF THE SUBJECT PROPERTY.

[\(view\)](#)

## SCHEDULE C

***Inwest Title Services, Inc.***

**ORDER NUMBER: 236740**

**COMMITMENT NUMBER: 236740**

**The following requirements must be met:**

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

**Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.**

5. PAYMENT OF ALL OUTSTANDING ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES BY REASON OF THE LAND BEING INCLUDED WITHIN THE BOUNDARIES OF ANY SPECIAL TAXING DISTRICT AS PROVIDED BY STATUTE. THE PUBLIC RECORD DISCLOSES INCLUSION OF THE LAND WITHIN SPECIAL TAXING DISTRICTS THAT MAY LEVY SUCH ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES AS SET OUT ON SCHEDULE B, HEREOF.
6. SATISFACTION OF ROLLBACK TAX AS SET OUT AS EXCEPTION NO. 3.
7. IF, UPON SEARCH OF THE STATE CONSTRUCTION REGISTRY, OR BASED ON INFORMATION SUPPLIED TO THE COMPANY, THE COMPANY MAKES A DETERMINATION THAT LIEN PRIORITY HAS BEEN LOST AS TO THE PROPERTY SHOWN IN SCHEDULE "A", HEREOF. IN ORDER TO INSURE THE CONTEMPLATED TRANSACTION THE FOLLOWING REQUIREMENTS MUST BE MET:
  - 1) DOCUMENTATION SHOWING WHAT WORK HAS BEEN PERFORMED AND WHAT WORK STILL NEEDS TO BE DONE. THIS MAY INCLUDE A COST BREAKDOWN OF THE WORK STILL NEEDING TO BE DONE AND THE AMOUNT OF MONEY NEEDED TO FINISH THE PROJECT.
  - 2) FINANCIALS FROM THE VESTED OWNER AND/OR BORROWER.
  - 3) INDEMNITY FROM THE VESTED OWNER AND/OR BORROWER.
  - 4) INTERIM AFFIDAVIT AND INDEMNITY FROM THE GENERAL CONTRACTOR.
  - 5) LIEN WAIVERS FROM ANY CONTRACTORS AND/OR SUBCONTRACTORS INVOLVED AND VERIFICATION OF FULL PAYMENT FOR ANY FILERS ON THE STATE CONSTRUCTION REGISTRY.
  - 6) UNDERWRITER APPROVAL.
8. WARRANTY DEED EXECUTED BY: SCOTT DOUGLAS ALLEN and JUDY ALLEN  
IN FAVOR OF: KYLE HIRSCHI  
CONVEYING FEE SIMPLE TITLE.
9. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.

(Continued)

## SCHEDULE C (CONTINUED)

**ORDER NO:** 236740

**COMMITMENT NO:** 236740

10. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

KYLE HIRSCHI  
SCOTT DOUGLAS ALLEN  
JUDY ALLEN  
THE A. LEROY ALLEN FAMILY TRUST

11. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

NONE

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DOES INVEST TITLE SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Inwest Title Services, Inc. and its affiliates ("Inwest Title"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Inwest Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

<b>How often do/does Inwest Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Inwest Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do/does Inwest Title collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Inwest Title Services, Inc., Corporate Headquarters, Privacy Officer, 2037 W. Commerce Way, West Haven, Utah.



# STG Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by

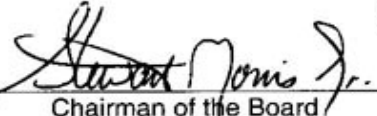


STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.  
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.  
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

  
Chairman of the Board  
Countersigned by:

STEWART TITLE<sup>®</sup>  
GUARANTY COMPANY



  
President



  
Authorized Signature

INWEST TITLE SERVICES, INC.  
2037 WEST COMMERCE WAY  
WEST HAVEN, UT 84401  
PH: 801-399-3544  
FAX: 801-399-3658



This product proudly produced in the U.S.A. by Inwest Title

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston Texas 77252.