

SCHEDULE A

Inwest Title Services, Inc.

ORDER NUMBER: 244410

COMMITMENT NUMBER: 244410

1. Effective Date: JULY 4, 2018 @ 6:00 PM

2. Policy or Policies to be issued:

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

Proposed Insured:
TBD

Proposed Policy Amount

\$

Premium Amount

0.00

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

Proposed Insured:

\$

0.00

ENDORSEMENTS:

Endorsement Total:\$

0.00

Premium Total:\$

0.00

Additional Charges:\$

OTHER SERVICES:

TOTAL: \$

0.00

3. The estate or interest in the land described or referred to in this Commitment is:

FEE SIMPLE

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

LOWE PROPERTIES, L.C.

5. The land is described as follows:

See Attached Exhibit "A"

[Transaction Identification Data for reference only:

PROPERTY KNOWN AS: NONE ASSIGNED
TO: UTAH LOWE PROPERTY HOLDING, LLC
ATTN: MATT LOWE
CUSTOMER REFERENCE NO.:

ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO **TYLER E. JOHNSON**, AT 801-773-9806,
LOCATED AT 471 W. HERITAGE PARK BLVD. #6 LAYTON UT 84041.

ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY]

ORDER NUMBER: 244410

EXHIBIT "A"

PARCEL 1: (21-023-0034)

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 16 SAID POINT BEING NORTH 89°28' WEST 1650.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE ALONG THE SAID SOUTH SECTION LINE 976.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0°19' EAST 581.0 FEET, THENCE SOUTH 80°44' EAST 956.3 FEET, THENCE SOUTH 3°38'35" EAST 438.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 2: (21-023-0031)

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; U.S. SURVEY: BEGINNING AT A POINT 882.25 FEET SOUTH AND NORTH 85°52' WEST 708 FEET SOUTH 0°02'45" WEST 775.30 FEET AND SOUTH ALONG THE EAST LINE OF LOT 37 492.7 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH ALONG SAID EAST LINE OF LOT 37 394.2 FEET, THENCE WEST 247.0 FEET, THENCE SOUTH 123.0 FEET TO THE SECTION LINE; THENCE NORTH 89°28' WEST ALONG SAID SECTION LINE 700.0 FEET, THENCE NORTH 3°38'35" WEST 272.0 FEET; THENCE NORTH 76°03'11" EAST 993.4 FEET TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 3: (21-023-0032)

PART OF LOT 38, LOCAL SURVEY IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 16, 950 FEET, THENCE NORTH 123 FEET, THENCE EAST 247 FEET, THENCE NORTH 229.06 FEET, THENCE NORTH 86°01'30" EAST 704.70 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16, THENCE SOUTH ALONG SAID SECTION LINE 401.0 FEET TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 4: (21-035-0090)

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 919.50 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 21, THENCE WEST 200 FEET; THENCE SOUTH 310 FEET; THENCE WEST 270 FEET; THENCE SOUTH 551.38 FEET; THENCE EAST 470 FEET; THENCE NORTH 861.38 FEET TO BEGINNING.

TOGETHER WITH AND LESS AND EXCEPTING THAT PORTION TRANSFERRED IN BOUNDARY LINE AGREEMENT RECORDED OCTOBER 6, 2013 AS ENTRY NO. 2819326.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

**SCHEDULE B
(Exceptions)**

Invest Title Services, Inc.

ORDER NUMBER: 244410

COMMITMENT NUMBER: 244410

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

(Section 1)

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 C, "Requirements" are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are 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 heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(Section 2)

1. TAXES FOR THE YEAR 2018 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2017
STATUS: PAID
AMOUNT: \$1.97
SERIAL NO.: 21-023-0034
(AFFECTS PARCEL 1)
2. TAXES FOR THE YEAR 2018 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2017
STATUS: PAID
AMOUNT: \$116.37
SERIAL NO.: 21-023-0031
(AFFECTS PARCEL 2)
3. TAXES FOR THE YEAR 2018 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2017
STATUS: PAID
AMOUNT: \$25.42
SERIAL NO.: 21-023-0032
(AFFECTS PARCEL 3)
4. TAXES FOR THE YEAR 2018 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2017
STATUS: PAID
AMOUNT: \$427.38
SERIAL NO.: 21-035-0090
(AFFECTS PARCEL 4)

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 244410

COMMITMENT NUMBER: 244410

5. 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): WEBER/MORGAN HEALTH
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): UNINCORP WEBER COUNTY
DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY
DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE
DISTRICT(S): WEBER FIRE G.O. BOND-2006
6. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.
RECORDED: AUGUST 11, 1998
ENTRY NO: 1565803
BOOK/PAGE: 1947/2184
THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.
(AFFECTS PARCELS 1-3)
7. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.
RECORDED: JANUARY 10, 2017
ENTRY NO: 2836204
THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.
(AFFECTS PARCEL 4)
8. 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.
9. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
10. ALL EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPELINES, POWER POLES, TELEPHONE, SEWER, GAS OR WATER LINES AND RIGHTS-OF-WAY AND EASEMENTS THEREOF.

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 244410

COMMITMENT NUMBER: 244410

11. (A) ALL RIGHT, TITLE OR CLAIM OR ANY CHARACTER BY THE UNITED STATES, STATE, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR LAW.
(B) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(C) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.
12. ANY MATTER OR CLAIM ARISING FROM AN ENCROACHMENT OF IMPROVEMENTS ONTO ADJACENT PROPERTY AS DISCLOSED BY AN INSPECTION OF THE SUBJECT PROPERTY.
(AFFECTS PARCEL 2)
13. NOTE: SHOULD TITLE TO PARCEL 1 BECOME SEGREGATED FROM PARCEL 2, PARCEL 1 WOULD LACK A RECORDED MEANS OF ACCESS.
14. NOTE: SHOULD TITLE TO PARCEL 3 BECOME SEGREGATED FROM PARCEL 4, PARCEL 3 WOULD LACK A RECORDED MEANS OF ACCESS.
15. ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR PROTRUSIONS, OR OVERLAPPING OF IMPROVEMENTS WHICH WOULD BE DISCLOSED BY AN INSPECTION AND ACCURATE SURVEY OF THE PREMISES.
16. DEPARTMENT OF THE ARMY PERMIT
DATED: DECEMBER 5, 1984
RECORDED: FEBRUARY 22, 1985
ENTRY NO.: 930716
BOOK/PAGE: 1462/1892
(SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN)
17. 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.
18. 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.

NOTE: THE POLICY OF TITLE INSURANCE WILL INCLUDE AN ARBITRATION PROVISION. THE COMPANY OR THE INSURED MAY DEMAND ARBITRATION. ARBITRABLE MATTERS MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY CONTROVERSY OR CLAIM BETWEEN THE COMPANY AND THE INSURED ARISING OUT OF OR RELATING TO THIS POLICY, ANY SERVICE OF THE COMPANY IN CONNECTION WITH ITS ISSUANCE OR THE BREACH OF A POLICY PROVISION OR OTHER OBLIGATION. PLEASE ASK YOUR ESCROW OR TITLE OFFICER FOR A SAMPLE COPY OF THE POLICY TO BE ISSUED IF YOU WISH TO REVIEW THE ARBITRATION PROVISIONS AND ANY OTHER PROVISIONS PERTAINING TO YOUR TITLE INSURANCE COVERAGE.

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

[\(view\)](#)

**SCHEDULE C
(Requirements)**

Invest Title Services, Inc.

ORDER NUMBER: 244410

COMMITMENT NUMBER: 244410

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. 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. 6 AND 7.
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. EVIDENCE TO, AND THE APPROVAL BY THE COMPANY OF THE LEGAL CAPACITY AND AUTHORITY UNDER WHICH LOWE PROPERTIES, L.C. INTENDS TO EXECUTE THE CONTEMPLATED TRANSACTION. SAID EVIDENCE MUST BE DELIVERED TO THE COMPANY PRIOR TO CLOSING, FURTHER, THIS COMMITMENT MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AT THAT TIME.

9. WARRANTY DEED EXECUTED BY: LOWE PROPERTIES, L.C.
IN FAVOR OF: TBD
CONVEYING FEE SIMPLE TITLE.

(Continued)

SCHEDULE C (CONTINUED)

ORDER NO: 244410

COMMITMENT NO: 244410

10. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
11. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

LOWE PROPERTIES, L.C.
12. 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:

TYPE:	BOUNDARY LINE AGREEMENT
RECORDED:	OCTOBER 6, 2016
ENTRY NO.:	2819326

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY**



Fidelity National 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, "Exceptions", Schedule C "Requirements"; and the Commitment Conditions, FIDELITY NATIONAL TITLE insurance company (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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule C, "Requirements" have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



FIDELITY NATIONAL TITLE INSURANCE COMPANY


Authorized Signature

INWEST TITLE SERVICES, INC.
471 W. HERITAGE PARK BLVD. #6
LAYTON, UT 84041
PH: 801-773-9806
FAX: 801-773-7207

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B "Exceptions"; [and]
- (f) Schedule C, "Requirements"; 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 shall not be 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 C, "Requirements",
 - (ii) eliminate, with the Company's written consent, any Schedule B, "Exceptions"; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule C, "Requirements" have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, "Exceptions" 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Copyright 2006-2017 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section “Choices With Your Personal Information” to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and

- for our affiliates' everyday business purposes – information about your transactions and experiences.
- You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances (“opt-out”):
- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;

- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled “Choices with Your Information” and “Access and Correction.” If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354