

## SCHEDULE A

**Inwest Title Services, Inc.**

**ORDER NUMBER: 255742**

**COMMITMENT NUMBER: 255742**

**1. Effective Date:** FEBRUARY 21, 2019 @ 6:00 PM

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

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

**Proposed Insured:**

PINSHON PROPERTIES, LLC

**Proposed Policy Amount**

\$ 1,829,638.00

**Premium Amount**

4,550.00

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

**Proposed Insured:**

\$

**ENDORSEMENTS:**

Endorsement Total:\$

0.00

Premium Total:\$

4,550.00

Additional Charges:\$

200.00

**OTHER SERVICES:**

EXTRA PARCEL FEE

**TOTAL: \$**

4,750.00

**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:**

SUNAN INVESTMENTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

[\(view\)](#)

**5. The land is described as follows:**

See Attached Exhibit "A"

**[Transaction Identification Data for reference only:**

**PROPERTY KNOWN AS:** 1300 W 2150 N OGDEN UT 84404

**TO:** CREST REALTY

**ATTN:** ANDY MCCRADY

**CUSTOMER REFERENCE NO.:**

**ESCROW/CLOSING INQUIRIES** SHOULD BE DIRECTED TO **RACHEL MILLER**, AT 801-475-4410,  
LOCATED AT 920 EAST CHAMBERS ST. #10 SOUTH OGDEN UT 84403.

**ISSUED BY: STEWART TITLE GUARANTY COMPANY]**

**ORDER NUMBER: 255742**

**EXHIBIT "A"**

**PARCEL 1: (19-064-0011)**

**ALL OF LOT 31, WEBER INDUSTRIAL PARK SUBDIVISION, PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.**

**PARCEL 2: (19-064-0012)**

**ALL OF LOT 32, WEBER INDUSTRIAL PARK SUBDIVISION, PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.**

**PARCEL 3: (19-064-0013)**

**ALL OF LOT 33, WEBER INDUSTRIAL PARK SUBDIVISION, PLAT "B", ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.**

**SCHEDULE B**  
**(Exceptions)**

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

**ORDER NUMBER: 255742**

**COMMITMENT NUMBER: 255742**

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 2019 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2018  
STATUS: PAID  
AMOUNT: \$6,795.33  
SERIAL NO.: 19-064-0011  
(AFFECTS PARCEL 1)
2. TAXES FOR THE YEAR 2019 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2018  
STATUS: PAID  
AMOUNT: \$6,535.15  
SERIAL NO.: 19-064-0012  
(AFFECTS PARCEL 2)
3. TAXES FOR THE YEAR 2019 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2018  
STATUS: PAID  
AMOUNT: \$6,274.97  
SERIAL NO.: 19-064-0013  
(AFFECTS PARCEL 3)

(Continued)



**CONTINUATION SHEET  
SCHEDULE B**

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

**ORDER NUMBER: 255742**

**COMMITMENT NUMBER: 255742**

4. 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
  - DISTRICT(S): MULTICOUNTY ASSESSING & COLLECTING LEVY
  - DISTRICT(S): COUNTY ASSESSING & COLLECTING LEVY
  - DISTRICT(S): WEBER COUNTY SCHOOL DISTRICT
  - DISTRICT(S): WEBER BASIN WATER CONSERVANCY DISTRICT
  - DISTRICT(S): CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
  - DISTRICT(S): BONA VISTA WATER IMPROVEMENT DISTRICT
  - DISTRICT(S): WEBER COUNTY MOSQUITO ABATEMENT DISTRICT
  - DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICES DISTRICT
  - DISTRICT(S): NORTH VIEW FIRE DISTRICT
  - DISTRICT(S): WEBER FIRE DISTRICT- BOND (EST. 1/1/06)
  - DISTRICT(S): MUNICIPAL TYPE SERVICES
  - DISTRICT(S): MALNOVE ECONOMIC DEVELOPMENT AREA
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. NOTES, SETBACK LINES, CONDITIONS, RESTRICTIONS, EASEMENTS, REQUIREMENTS, STIPULATIONS AND ALL MATTERS AS SET FORTH ON THE RECORDED DEDICATION PLAT.
7. PUBLIC UTILITY EASEMENTS TOGETHER WITH INCIDENTAL RIGHTS THERETO, AS DELINEATED ON OWNERS DEDICATION PLAT FOR WEBER INDUSTRIAL PARK SUBDIVISION PLAT "B".
8. RIGHTS-OF-WAY FOR RAILROAD, SWITCH TRACKS, SPUR TRACKS, RAILWAY FACILITIES AND OTHER RELATED EASEMENTS, IF ANY, ON AND ACROSS THE LAND.
9. THE RIGHTS OF OTHERS TO ACCESS, REPLACE, MAINTAIN, REMOVE AND REPAIR A FIRE HYDRANT ON SAID PROPERTY AS DISCLOSED BY A VISUAL INSPECTION.
10. TERMS, PROVISIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS, AND LIENS PROVIDED IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS", RECORDED: APRIL 13, 1973, AS ENTRY NO. [591240](#), IN BOOK 1021, AT PAGE 675, TOGETHER WITH AMENDMENTS THERETO, BUT OMITTING ANY COVENANT CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (a) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (b) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS. AMENDED DECEMBER 13, 1978 AS ENTRY NO. [761418](#) IN BOOK 1278 AT PAGE 224 AMENDED JANUARY 11, 1984 AS ENTRY NO. [899248](#) IN BOOK 1439 AT PAGE 314
11. 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.

(Continued)



**CONTINUATION SHEET  
SCHEDULE B**

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

**ORDER NUMBER: 255742**

**COMMITMENT NUMBER: 255742**

12. 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**  
**(Requirements)**

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

**ORDER NUMBER: 255742**

**COMMITMENT NUMBER: 255742**

**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. 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.
7. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE THE FOLLOWING WITH RESPECT TO SUNAN INVESTMENTS, LLC.
  - A. A COPY OF IT'S OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW
  - B. A CERTIFIED COPY OF IT'S ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10), MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

(Continued)



## SCHEDULE C (CONTINUED)

ORDER NO: 255742

COMMITMENT NO: 255742

8. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE THE FOLLOWING WITH RESPECT TO PINSHON PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY:
  - A. A COPY OF IT'S OPERATING AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW
  - B. A CERTIFIED COPY OF IT'S ARTICLES OF ORGANIZATION (LLC-1), ANY CERTIFICATE OF CORRECTION (LLC-11), CERTIFICATE OF AMENDMENT (LLC-2), OR RESTATEMENT OF ARTICLES OF ORGANIZATION (LLC-10), MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.
9. WARRANTY DEED EXECUTED BY: SUNAN INVESTMENTS, LLC  
IN FAVOR OF: PINSHON PROPERTIES, LLC  
CONVEYING FEE SIMPLE TITLE.
10. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
11. TRUST DEED SECURING YOUR NOTE EXECUTED BY: PINSHON PROPERTIES, LLC
12. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS,  
NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.  
  
PINSHON PROPERTIES, LLC  
SUNAN INVESTMENTS LLC
13. 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

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY**



**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.

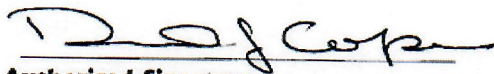
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, "Exceptions"; Schedule C "Requirements"; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 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.



**STEWART TITLE GUARANTY COMPANY**

  
**Authorized Signature**

**INVEST TITLE SERVICES, INC.**  
920 EAST CHAMBERS ST. #10  
SOUTH OGDEN, UT 84403  
PH: 801-475-4410  
FAX: 801-475-4516



## 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>>.

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

### WHAT DOES INWEST 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