

SCHEDULE A

Inwest Title Services, Inc.

ORDER NUMBER: 287938

COMMITMENT NUMBER: 287938

1. **Effective Date:** JULY 27, 2021 @ 6:00 PM

2. Policy or Policies to be issued:	Proposed Policy Amount	Premium Amount
(a) A.L.T.A. Owner's Policy - (6/17/06) Proposed Insured:	\$	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
	Extra Parcel Fee:\$	0.00
	Commitment Only:\$	500.00

OTHER SERVICES:	TOTAL: \$	500.00
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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:**

BOX CANYON PROPERTIES LLC; AS TO PARCEL 1
AND
DANETTE STUART AND JAMES M. STUART WIFE AND HUSBAND AS JOINT TENANTS; AS TO PARCEL 2

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

See Attached Exhibit "A"

[Transaction Identification Data for reference only:

PROPERTY KNOWN AS: SEE ATTACHED EXHIBIT "A" UT

TO: BUYER

ATTN: BUYER

CUSTOMER REFERENCE NO.:

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

ISSUED BY: STEWART TITLE GUARANTY COMPANY]

ORDER NUMBER: 287938

EXHIBIT "A"

PARCEL 1: (15-313-0002)

ADDRESS: 2389 S 4300 W TAYLOR, UT 84401

LOT 2, OLSEN ESTATES SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE, STATE OF UTAH.

PARCEL 2: (15-079-0004)

ADDRESS: 2375 S 4300 W OGDEN, UT 84401

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER SECTION, AND RUNNING THENCE WEST 3.60 CHAINS; THENCE NORTH 5.56 CHAINS; THENCE EAST 3.60 CHAINS; THENCE SOUTH 5.56 CHAINS TO THE PLACE OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

SCHEDULE B
(Exceptions)

Invest Title Services, Inc.

ORDER NUMBER: 287938

COMMITMENT NUMBER: 287938

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 2021 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR:	2020
AMOUNT DUE:	\$2,419.81
SERIAL NO.:	15-313-0002
STATUS:	DELINQUENT

TAX SALE(S) TO WEBER COUNTY FOR UNPAID PRIOR ASSESSMENTS ARE NOTED BELOW.

YEAR:	2019	YEAR:	2018
AMOUNT DUE:	\$2,293.30	AMOUNT DUE:	\$2,094.43
STATUS:	DELINQUENT	STATUS:	DELINQUENT

(AFFECTS PARCEL 1)

TOGETHER WITH PENALTIES AND INTEREST THEREON.

2. TAXES FOR THE YEAR 2021 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR:	2020
AMOUNT DUE:	\$2,751.80
SERIAL NO.:	15-079-0004
STATUS:	DELINQUENT

TOGETHER WITH PENALTIES, FEES AND INTEREST THEREON.
(AFFECTS PARCEL 2)

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 287938

COMMITMENT NUMBER: 287938

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
 - DISTRICT(S): MULTICOUNTY ASSESSING & COLLECTING LEVY
 - DISTRICT(S): COUNTY ASSESSING & COLLECTING LEVY
 - DISTRICT(S): WEBER COUNTY SCHOOL DISTRICT
 - DISTRICT(S): MOSQUITO ABATEMENT DISTRICT
 - DISTRICT(S): WEBER BASIN WATER
 - DISTRICT(S): WEST WEBER/TAYLOR CEMETERY
 - DISTRICT(S): WEBER/MORGAN HEALTH
 - DISTRICT(S): TAYLOR/WEST WEBER CULINARY WATER DISTRICT
 - DISTRICT(S): WEBER COUNTY JUDGEMENT LEVY
 - DISTRICT(S): PARAMEDIC FUND
 - DISTRICT(S): WEBER FIRE DISTRICT
 - DISTRICT(S): UNIFIED SERVICES FUND
 - DISTRICT(S): WEBER COUNTY SCHOOL JUDGMENT LEVY
 - DISTRICT(S): WEBER COUNTY G O BOND FUND
 - DISTRICT(S): LIBRARY
 - DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICES
 - DISTRICT(S): WEBER FIRE G O BOND-2006
 - DISTRICT(S): WEBER FIRE JUDGMENT LEVY
 - DISTRICT(S): STATE CHARTER SCHOOL LEVY WEBER
 - DISTRICT(S): WESTERN WEBER PARK DISTRICT
4. 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.
5. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
6. NOTES, SETBACK LINES, CONDITIONS, RESTRICTIONS, EASEMENTS, REQUIREMENTS, STIPULATIONS AND ALL MATTERS AS SET FORTH ON THE RECORDED DEDICATION PLAT.
(AFFECTS PARCEL 1)
7. 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.
(AFFECTS PARCEL 2)
8. A PUBLIC UTILITY AND DRAINAGE EASEMENT, TOGETHER WITH INCIDENTAL RIGHTS THERETO, OVER THE NORTH AND EAST 10 FEET OF THE LAND AS SHOWN ON THE RECORDED PLAT.
(AFFECTS PARCEL 1)

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 287938

COMMITMENT NUMBER: 287938

9. PUBLIC UTILITY EASEMENTS INCLUDING BUT NOT LIMITED TO UTILITY LINES, CABLE LINES, STREET LIGHTS, OVERHEAD POWER LINES AND THEIR SUPPORTING STRUCTURES LOCATED OVER AND ACROSS THE PROPERTY, AS DISCLOSED BY A VISUAL INSPECTION OF THE SUBJECT PROPERTY.
(AFFECTS PARCEL 2)
10. EXPERIMENTAL WASTEWATER DISPOSAL SYSTEMS DEED COVENANT AND RESTRICTION TO RUN WITH THE LAND
DATED: NOVEMBER 2, 2001
RECORDED: JANUARY 2, 2002
ENTRY NO.: 1817961
BOOK/PAGE: 2198/2565
PURPOSE: AN EXPERIMENTAL INDIVIDUAL WASTEWATER DISPOSAL SYSTEM KNOWN AS AN AT GRADE/MOUND SYSTEM HAS BEEN INSTALLED ON THE PROPERTY AS THE METHOD OF DISPOSAL OF WASTEWATER FROM THE DWELLING LOCATED THEREON.

(AFFECTS PARCEL 1)
11. DECLARATION OF DEED COVENANT TO RUN WITH THE LAND CONCERNING PROVISION OF IRRIGATION WATER
DATED: NOVEMBER 2, 2001
RECORDED: JANUARY 2, 2002
ENTRY NO.: 1817962
BOOK/PAGE: 2198/2566

(AFFECTS PARCEL 1)
12. A LIFE ESTATE HELD BY: L. MARIE STOREY, CREATED BY DOCUMENT RECORDED NOVEMBER 26, 2003.

(AFFECTS PARCEL 1)
13. 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.
(AFFECTS PARCEL 2)
14. TRUST DEED
DATED: DECEMBER 7, 2017
RECORDED: DECEMBER 11, 2017
ENTRY NO: 2894590
AMOUNT: \$210,000.00
EXECUTED BY: BOX CANYON PROPERTIES LLC
TRUSTEE: HERITAGE WEST TITLE INSURANCE AGENCY OF BOX ELDER COUNTY, LLC
BENEFICIARY: COATS INVESTMENTS, LLC
(AFFECTS PARCEL 1)

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 287938

COMMITMENT NUMBER: 287938

15. TRUST DEED

DATED: DECEMBER 7, 2017
RECORDED: DECEMBER 11, 2017
ENTRY NO: 2894591
AMOUNT: \$35,000.00
EXECUTED BY: BOX CANYON PROPERTIES LLC
TRUSTEE: HERITAGE WEST TITLE INSURANCE AGENCY OF BOX ELDER COUNTY, LLC
BENEFICIARY: BOARDWALK REAL ESTATE, LLC
(AFFECTS PARCEL 1)

16. TRUST DEED

DATED: NOVEMBER 7, 2019
RECORDED: NOVEMBER 8, 2019
ENTRY NO: 3015451
AMOUNT: \$250,000.00
EXECUTED BY: DANETTE STUART
TRUSTEE: BRUCE L. RICHARDS, ATTORNEY
BENEFICIARY: WEBER STATE FEDERAL CREDIT UNION
(AFFECTS PARCEL 2)

17. TRUST DEED

DATED: JANUARY 21, 2021
RECORDED: JANUARY 21, 2021
ENTRY NO: 3119736
AMOUNT: \$274,090.00
EXECUTED BY: BOX CANYON PROPERTIES, LLC
TRUSTEE: MOUNT OLYMPUS TITLE COMPANY
BENEFICIARY: AMERICAN FUNDING, LLC
(AFFECTS PARCEL 1)

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

[\(view\)](#)

SCHEDULE C
(Requirements)

Invest Title Services, Inc.

ORDER NUMBER: 287938

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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. IN THE EVENT THE COMPANY IS REQUESTED TO INSURE A TRANSACTION INVOLVING THE SUBJECT PROPERTY, THE COMPANY AND/OR ITS UNDERWRITER RESERVES THE RIGHT TO ADD EXCEPTIONS AND/OR REQUIREMENTS UPON RECEIPT OF INFORMATION DEFINING SAID TRANSACTION.

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

BOX CANYON PROPERTIES, LLC
JAMES M. STUART
DANNETTE STUART

7. 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
(AFFECTS PARCEL 1)

8. 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: SPECIAL WARRANTY DEED
RECORDED: NOVEMBER 8, 2019
ENTRY NO.: 3015452
(AFFECTS PARCEL 2)

**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

A handwritten signature in black ink, appearing to read "D. J. Cooper".

Authorized Signature

INVEST TITLE SERVICES, INC.

2037 WEST COMMERCE WAY

WEST HAVEN, UT 84401

PH: 801-399-3544

FAX: 801-337-0785

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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Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you, such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

Publicly available information from government records.

Deidentified or aggregated consumer information.

Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES

D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)

Directly and indirectly from activity on Stewart's website or other applications.

From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

To fulfill or meet the reason for which the information is provided.

To provide, support, personalize, and develop our website, products, and services.

To create, maintain, customize, and secure your account with Stewart.

To process your requests, purchases, transactions, and payments and prevent transactional fraud.

To prevent and/or process claims.

To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.

As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.

To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).

To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.

To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.

Auditing for compliance with federal and state laws, rules and regulations.

Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.

To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)

Affiliated Companies

Litigation parties and attorneys, as required by law.

Financial rating organizations, rating bureaus and trade associations.

Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

Debug products to identify and repair errors that impair existing intended functionality.

Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely

render impossible or seriously impair the research's achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

Calling us Toll Free at 1-866-571-9270

Emailing us at Privacyrequest@stewart.com

Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

Deny you goods or services.

Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056