

SCHEDULE A

Inwest Title Services, Inc.

ORDER NUMBER: 282386

COMMITMENT NUMBER: 282386

1. Commitment Date: JANUARY 28, 2022 @ 6:00 PM

2. Policy or Policies to be issued:

(a) A.L.T.A. 2021 Owner's Policy

Proposed Insured:

Proposed Policy Amount

\$

Premium Amount

0.00

(b) 2021 ALTA Loan Policy

Proposed Insured:

\$

0.00

ENDORSEMENTS:

Endorsement Total:\$

0.00

Premium Total:\$

0.00

Extra Parcel Fee:\$

0.00

Commitment Only:\$

0.00

OTHER SERVICES:

TOTAL: \$

0.00

3. The estate or interest in the land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vesting in:

OVB INVESTMENTS LLC

5. The land is described as follows:

See Attached Exhibit "A"

[Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

PROPERTY KNOWN AS: NONE ASSIGNED UT

TO:

ATTN:

CUSTOMER REFERENCE NO.:

ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO MALORIE BRASK, AT 801-475-4410/teambrask@inwesttitle.com LOCATED AT 920 EAST CHAMBERS ST. #10 SOUTH OGDEN UT 84403.

ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY]

ORDER NUMBER: 282386

EXHIBIT "A"

PARCEL 1: (21-013-0001)

PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT THE NORTHEAST CORNER OF SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTION 11, 3815.4 FEET; THENCE NORTH 86°31' WEST 453 FEET; THENCE SOUTH 69°59' WEST 306.7 FEET; THENCE SOUTH 47°44' WEST 344.3 FEET; THENCE SOUTH 57°23' WEST 316.4 FEET; THENCE SOUTH 46°23' WEST 517.3 FEET; THENCE SOUTH 31°39' WEST 340.6 FEET; THENCE SOUTH 72°50' WEST 39 FEET; THENCE SOUTH 46°55' WEST 264 FEET; THENCE SOUTH 80° WEST 42 FEET; THENCE NORTH 5182 FEET TO THE NORTH LINE OF SAID SECTION 11; THENCE EAST ALONG THE NORTH SECTION LINE 2084.84 FEET TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 2: (21-013-0007)

PART OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT EAST 779.79 FEET OF THE NORTHWEST CORNER OF SECTION 11; THENCE SOUTH 4501.18 FEET; THENCE EAST 514 FEET; THENCE SOUTH 778.82 FEET TO THE SOUTH LINE OF SECTION 11; THENCE EAST ALONG SOUTH LINE OF SECTION 11, 569.92 FEET; THENCE NORTH 5280 FEET TO THE NORTH LINE OF SECTION 11; THENCE WEST ALONG NORTH LINE OF SECTION 11, 1083.92 FEET TO POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 3:(21-013-0009)

PART OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING 2084.84 FEET WEST OF THE NORTHEAST CORNER OF SECTION 11; THENCE SOUTH 5182 FEET; THENCE SOUTH 80° WEST 564 FEET; THENCE SOUTH 52 FEET TO THE SOUTH LINE OF SECTION 11; THENCE WEST ALONG THE SOUTH SECTION LINE 776.29 FEET; THENCE NORTH 5280 FEET TO THE NORTH SECTION LINE OF SECTION 11; THENCE EAST ALONG THE NORTH SECTION LINE 1331.45 FEET TO POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

**SCHEDULE B
(Exceptions)**

Invest Title Services, Inc.

ORDER NUMBER: 282386

COMMITMENT NUMBER: 282386

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2 Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3 Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5 (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6 Any lien or right to a lien for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 7 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 B, Part I - Requirements are met.

(Section 2)

1. TAXES FOR THE YEAR 2022 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2021
STATUS: PAID
AMOUNT: \$30,206.88
SERIAL NO.: 21-013-0001

2. TAXES FOR THE YEAR 2022 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2021
STATUS: PAID
AMOUNT: \$35,663.22
SERIAL NO.: 21-013-0001

3. TAXES FOR THE YEAR 2022 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2021
STATUS: PAID
AMOUNT: \$47,270.02
SERIAL NO.: 21-013-0001

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 282386

COMMITMENT NUMBER: 282386

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): WEBER COUNTY MOSQUITO ABATEMENT DISTRICT
 - DISTRICT(S): WEBER FIRE DISTRICT
 - DISTRICT(S): OGDEN VALLEY PARKS SERVICE AREA
 - DISTRICT(S): WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT
 - DISTRICT(S): WEBER FIRE DISTRICT - BOND (EST. 1/1/06)
 - DISTRICT(S): MUNICIPAL TYPE SERVICE FUND
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. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
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.
8. A RIGHT OF WAY EASEMENT:
- DATED: JUNE 9, 1934
 - RECORDED: DECEMBER 10, 1934
 - BOOK/PAGE: 121-554
 - GRANTOR: D.D. MCKAY AND ETHEL MCKAY
 - GRANTEE: STATE ROAD COMMISSION OF UTAH
 - PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
9. A RIGHT OF WAY EASEMENT:
- DATED: JUNE 11, 1934
 - RECORDED: DECEMBER 10, 1934
 - BOOK/PAGE: 121-555
 - GRANTOR: ERNEST MCKAY
 - GRANTEE: STATE ROAD COMMISSION OF UTAH
 - PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 282386

COMMITMENT NUMBER: 282386

10. WATER CONSERVATION EASEMENT

DATED: APRIL 29, 2021
RECORDED: MAY 24, 2021
ENTRY NO: 3155075
GRANTOR: OVB INVESTMENTS LLC
GRANTEE: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN

11. WATER CONSERVATION EASEMENT

DATED: APRIL 29, 2021
RECORDED: MAY 24, 2021
ENTRY NO: 3155076
GRANTOR: OVB INVESTMENTS LLC
GRANTEE: WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN

12. PUBLIC UTILITY EASEMENTS INCLUDING BUT NOT LIMITED TO UTILITY LINES, CABLE LINES, STREET LIGHTS, OVERHEAD POWER LINES AND THEIR SUPPORTING STRUCTURES LOCATED OVER THE SOUTH PROPERTY LINES, AS DISCLOSED BY A VISUAL INSPECTION OF THE SUBJECT PROPERTY.

13. THE RIGHTS OF PARTIES IN POSSESSION OF THE SUBJECT PROPERTY UNDER UNRECORDED LEASES, CONTRACTS, RENTAL OR OCCUPANCY AGREEMENTS AND ANY CLAIMS, RIGHTS OR INTERESTS ARISING THEREUNDER.

14. 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.

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.

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: 282386

COMMITMENT NUMBER: 282386

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. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE THE FOLLOWING WITH RESPECT TO OVB INVESTMENTS, 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.
7. WARRANTY DEED EXECUTED BY: OVB INVESTMENTS, LLC
IN FAVOR OF: TBD
CONVEYING FEE SIMPLE TITLE.
8. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
9. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

OVB INVESTMENTS, LLC
JACK J. DAVIS MANAGEMENT, LLC
10. 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: WARRANTY DEED
RECORDED: MARCH 8, 2021
ENTRY NO.: 3132287

ALTA 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 (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 Amount of Insurance 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

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

I. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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, Exception 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.]

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Exceptions; and Schedule C, Requirements; and a counter-signature by the Company or its issuing agent that may be in electronic form. ALTA Commitment for Title Insurance [2021 v. 01.00 (07/01/2021)]

For Oregon Residents: We will not share your Personal Information or 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 disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). 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.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence 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, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice 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 for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



PROTECT YOUR MONEY WHEN BUYING A HOME FROM WIRE FRAUD SCHEMES

Every day, hackers try to steal your money by emailing fake wire instructions. Criminals will use a similar email address and steal a logo and other info to make it look like the email came from your real estate agent or title company. **You can protect yourself and your money by following these steps:**



BE VIGILANT

- **Call, don't email:** Confirm your wiring instructions by phone using a known number before transferring funds. Don't use phone numbers or links from an email.
- **Be suspicious:** It's uncommon for title companies to change wiring instructions and payment info by email.



PROTECT YOUR MONEY

- **Confirm everything:** Ask your bank to confirm the name on the account before sending a wire.
- **Verify Immediately:** Within four to eight hours, call the title company or real estate agent to confirm they received your money.



WHAT TO DO IF YOU'VE BEEN TARGETED

- **Immediately** call your bank and ask them to issue a recall notice for your wire
- **Report** the crime to www.IC3.gov
- **Call** your regional FBI office and police
- **Detecting** that you sent money to the wrong account within 24 hours is the best chance of recovering your money.

For more information about the home closing process, please visit:

HOMECLOSING101.ORG

This is for informational purposes only and should not be considered legal advice.



American Land
Title Association
Protect your property rights



INVEST TITLE