



Property Address: Unassigned, Liberty, UT 84310
Tax ID Number: 22-008-0084
File Number: 2379393RH

Thank you for choosing Old Republic Title! We look forward to working with you.

BUYER	SELLER Arrowleaf PUD, LLC
BUYERS AGENT	LISTING AGENT
LENDER	

Your Escrow Officer Rick Hendry and Escrow Assistant Hayley Hendry are excited to be working with you, and look forward to helping you with all your closing needs. Please feel free to email them at rhendry@oldrepublictitle.com and hhendry@oldrepublictitle.com or call them at the number below with any questions.

Old Republic National Title Insurance Company
930 Chambers Street #3
South Ogden, UT 84403
Phone # 801-476-1191
Fax # 801-476-1192



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent: Old Republic National Title Insurance
Issuing Office: 930 Chambers Street #3 South Ogden, UT 84403
Issuing Office's ALTA Registry ID: 1163247
File Number: 2379393RH
Loan ID Number:
Property Address: as referenced herein, under Property Address

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

- 1. Commitment Date: September 21, 2023 at 8:00 AM
- 2. Policy or Policies to be issued:
 - (a) **2021 ALTA EXTENDED OWNER'S POLICY**
 - Proposed Insured: To Be Determined
 - Amount of Insurance: To Be Determined
 - Premium: \$0.00
 - (b) **2021 ALTA EXTENDED LOAN POLICY**
 - Proposed Insured: To Be Determined
 - Amount of Insurance: To Be Determined
 - Premium: To Be Determined
 - Endorsements: ALTA 8.1, 9, 22
 - Endorsement Amount:
- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Arrowleaf PUD, LLC, a Utah Limited Liability Company
- 5. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Property Address:
Unassigned
Liberty, Utah 84310
Tax ID: 22-008-0084

Unassigned
Liberty, Utah 84310
Tax ID: 22-008-0067

COUNTERSIGNED

Old Republic National Title Insurance Company



EXHIBIT "A"

PARCEL 1:

THE SOUTH 60 RODS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN, U.S. SURVEY. EXCEPT THE SOUTH 879.8 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, EXCEPT THE EAST 196 FEET OF THE SOUTH 310 FEET OF THE NORTH 440.2 FEET OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION.

PARCEL 2:

THAT PORTION OF PARCEL ONE IN THE UNINCORPORATED AREA OF WEBER COUNTY, STATE OF UTAH, AS SHOWN ON THE RECORD OF SURVEY PREPARED BY MARTIN MOORE FOR THE BAILEY FAMILY AND FILED MARCH 28, 2003 AS SURVEY NUMBER 003041 IN THE OFFICE OF THE SURVEYOR FOR SAID COUNTY, BEING A PART OF THE EAST HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT A REBAR FOUND AT THE NORTHWESTERLY CORNER OF SAID PARCEL ONE, SAID POINT BEING SOUTH 89 DEG 02 MIN 18 SEC EAST 1309.29 FEET (WEBER COUNTY STATE PLANE BEARING) FROM THE CENTER OF SAID SECTION 18, THENCE SOUTH 88 DEG 23 MIN 13 SEC EAST 96.11 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL ONE TO THE WESTERLY RIGHT OF WAY OF 2900 EAST, 60.00 FEET IN WIDTH, AND THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 530.07 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 69 DEG 14 MIN 47 SEC WEST, THENCE SOUTHERLY 106.83 FEET ALONG SAID CURVE RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 11 DEG 32 MIN 52 SEC THENCE NORTH 89 DEG 46 MIN 47 SEC WEST 68.91 FEET, THENCE NORTH 00 DEG 13 MIN 13 SEC EAST 105.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING OUT OF BOTH PARCELS 1 & 2 THE FOLLOWING LOTS 53 & 32:

LOT 53 LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 00°11'09" WEST 102.84 FEET FROM THE CENTER OF SAID SECTION 18, THENCE SOUTH 89°46'50" EAST 1128.31 FEET; THENCE NORTH 00°21'22" EAST 71.85 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 122.47 FEET, AN ARC LENGTH OF 84.01 FEET, A DELTA ANGLE OF 39°18'13", A CHORD BEARING OF NORTH 19°39'22" EAST, AND A CHORD LENGTH OF 82.37 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 137.58 FEET, AN ARC LENGTH OF 25.10 FEET, A DELTA ANGLE OF 10°27'05", A CHORD BEARING OF SOUTH 54°16'17" EAST, AND A CHORD LENGTH OF 25.06 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 97.47 FEET, AN ARC LENGTH OF 68,50 FEET, A DELTA ANGLE OF 40°15'57", A CHORD BEARING OF SOUTH 20°05'41" WEST, AND A CHORD LENGTH OF 67.10 FEET; THENCE SOUTH 00°21'22" WEST



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301.87 FEET; THENCE NORTH 89°46'50" WEST 1152.62 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00°11'09" EAST ALONG SAID QUARTER SECTION LINE, 230.00 FEET TO THE POINT OF BEGINNING.

AND

PART OF THE NORTH HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT, SAID POINT BEING NORTH 00°30'29" EAST 674.25 FEET AND SOUTH 89° 29'31" EAST 1161.62 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°20'46" EAST 497.20 FEET; THENCE NORTH 84°57'32" EAST 883.90 FEET; THENCE SOUTH 00°20'46" WEST 129.68 FEET; THENCE SOUTH 89°39'14" EAST 119.95 FEET; THENCE NORTH 70°45'06" EAST 202.63 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 184.41 FEET, AN ARC LENGTH OF 25.08 FEET, A DELTA ANGLE OF 07°47'29", A CHORD BEARING OF SOUTH 15°21'09" EAST, AND A CHORD LENGTH OF 25.06 FEET; THENCE SOUTH 70°45'06" WEST 205.25 FEET; THENCE NORTH 89°39'14" WEST 124.26 FEET; THENCE SOUTH 00°20'46" WEST 342.52 FEET; THENCE SOUTH 84°57'32" WEST 883.90 FEET TO THE POINT OF BEGINNING.



**SCHEDULE B - I
ALTA COMMITMENT**

REQUIREMENTS

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. Release(s) and/or reconveyance(s) of Items contained in Schedule B of Exceptions.
6. Deed of Trust sufficient to encumber the fee simple estate or interest in the property described or referred to herein, for the benefit of the Proposed Insured, Schedule A, item 2B.
7. Record Warranty Deed sufficient to convey the fee simple estate or interest in the property described or referred to herein.
8. Obtain a copy of the Articles and/or Certificates of Organization or Incorporation, Bylaws or Operating Agreement (whichever may apply) for: **Arrowleaf PUD, LLC**
9. Release of Lis Pendens shown herein, in Schedule B of Exceptions.



**SCHEDULE B - II
ALTA COMMITMENT
EXCEPTIONS**

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:

General Exception

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 B, Part I-Requirements are met.

Standard Exceptions

2. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
3. Any facts, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
7. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: General Exception 1 and Standard Exceptions 2 - 7 will be deleted on any extended coverage loan policy



Special Exceptions

8. PARCEL 1:
2023 General Property Taxes have been assessed in the amount of \$5,608.76 and are now accruing as a lien but will not be delinquent until November 30, 2023. Prior years taxes have been paid unless otherwise noted below. Tax ID No.: 22-008-0084
- PARCEL 2:
2023 General Property Taxes have been assessed in the amount of \$0.02 and are now accruing as a lien but will not be delinquent until November 30, 2023. Prior years taxes have been paid unless otherwise noted below. Tax ID No.: 22-008-0067
9. Subject property is included within the boundaries of Tax District **36** and is subject to the charges and assessments thereof:
- Weber Basin Water Conservancy District
 - Weber County Fire Protection Service Area No. 4
 - Weber County Service Area No. 5
 - Ogden Valley Natural Gas Improvement District
 - Liberty Park
10. Water rights, or claims or title to water or any special assessments arising from water usage.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel in, on, and/or 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.
12. Subject to all existing roads, street, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights of way and easements thereof.
13. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Telluride Power Company
Recorded: September 12, 1902
Book: 42
Page: 219, of the Official Records
14. The terms, conditions, restrictions, reservations and limitations of that certain Affidavit:
Recorded: March 9, 2015
Entry No.: 2725109, of the Official Records
15. The terms, conditions, restrictions, reservations and limitations of that certain Notice of Irrigation Systems and Irrigation Operation Agreements and Right of Way:
Recorded: January 16, 1986
Entry No.: 958077
Book: 1483
Page: 1034, of the Official Records
16. The terms, conditions, restrictions, reservations and limitations of that certain Notice of Decision:
Recorded: December 17, 2007
Entry No.: 2310832, of the Official Records



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17. The terms, conditions, restrictions, reservations and limitations of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water:
Recorded: September 8, 2022
Entry No.: [3254029](#), of the Official Records
(AFFECTS PARCEL 1)
18. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded October 4, 2022, as Entry No. [3258102](#), of the Official Records.
19. Deed of Trust
Dated: May 19, 2022
Trustor: Willard's C-Store, L.L.C.
Trustee: Mountain View Title and Escrow, Inc.
Beneficiary: Wasatch Peaks Federal Credit Union
Amount: \$2,029,006.49
Recorded: May 24, 2022
Entry No.: [3237646](#), of the Official Records
20. Construction Deed of Trust
Dated: September 30, 2022
Trustor: Arrowleaf PUD, LLC a Utah limited liability company
Trustee: Wasatch Peaks Federal Credit Union
Beneficiary: Wasatch Peaks Federal Credit Union
Amount: \$3,500,000.00
Recorded: October 3, 2022
Entry No.: [3258020](#), of the Official Records
- Assignment of Rents
Recorded: October 3, 2022
Entry No.: [3258021](#), of the Official Records
21. Notice of Lis Pendens, filed in the Second District Court in and for Weber County, State of Utah, Arrowleaf PUD, LLC a Utah limited liability company, Plaintiff(s), vs. Liberty Pipeline Company, a Utah corporation, et al., Defendant(s), as Case No. 220904952:
Recorded: December 6, 2022
Entry No.: [3265775](#), of the Official Records

NOTE: The following name(s) have been checked for judgments and no unsatisfied judgments appear of record, except as shown herein:

Arrowleaf PUD, LLC, a Utah Limited Liability Company



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NOTE: According to Official Records, there have been no documents conveying the land described herein within 24 months prior to the date of this Commitment, except as follows:

Warranty Deed

Grantor: Willard's C-Store, LLC
Grantee: Arrowleaf PUD, LLC
Recorded: July 22, 2022
Entry No.: [3246985](#)

Warranty Deed

Grantor: Big Canyon, LLC
Grantee: Willard's C-Store, LLC
Recorded: May 24, 2022
Entry No.: [3237632](#)

For Escrow inquiries contact Rick Hendry, 801-476-1191 or rhendry@oldrepublictitle.com

If one of the Title Insurance Policies referenced in Schedule A is not purchased within six months of the Effective Date referenced in Schedule A, a cancellation charge will be assessed.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2379393RH

Commitment for Title Insurance

Issued By Old Republic 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 EXTRACTIONAL 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, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:
Old Republic National Title Insurance
930 Chambers Street #3
South Ogden, UT 84403

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

Authorized Signatory

By  President

Attest  Secretary



COMMITMENT CONDITIONS

1. 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 B, Part I-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, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; 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 B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-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 B, Part I-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, Part II-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.
- 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>.



OLD REPUBLIC TITLE

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> · Give us your contact information or show your driver's license · Show your government-issued ID or provide your mortgage information · Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> · Sharing for affiliates' everyday business purposes - information about your creditworthiness · Affiliates from using your information to market to you · Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		