

Date: May 28, 2025
File No.: NCSUT00541-SB
Buyer(s)/Borrower(s):
Owner(s): The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
Property: APN/Parcel ID(s) 15-078-0139 and 15-078-0140
Assessor Parcel No.: 15-078-0139 and 15-078-0140

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Escrow Officer	Attn: Forest Anthony Phone: (801)896-2893 Fax: (801)907-7204 Email: Forest.Anthony@fnf.com
Escrow Assistant	Attn: Misty Odom Phone: (801)401-9844 Email: Danielle.Odom@fnf.com
Title Officer	Attn: Scott Bryner Phone: (801)401-9846 Email: Scott.Bryner@fnf.com
Sales Executive	Attn: Forest Anthony Email: Forest.Anthony@fnf.com

To: The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
Attn:

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

NCSUT00541

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, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Forest Anthony
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Insurance Company 170 S Main St, Suite 1075 Salt Lake City, UT 84101 Main Phone: (801)601-2940	Escrow Officer: Forest Anthony Fidelity National Title Insurance Co. 170 S Main St, Suite 1075 Salt Lake City, UT 84101 Phone: (801)896-2893 Fax: (801)907-7204 Main Phone: (801)601-2940 Email: Forest.Anthony@fnf.com

Order Number: NCSUT00541

Property Address: APN/Parcel ID(s) 15-078-0139 and 15-078-0140

SCHEDULE A

1. Commitment Date: April 29, 2025 at 12:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00 Premium: \$0.00
The estate or interest to be insured: Fee Simple

(b) Endorsements:

(c) ALTA Loan Policy 2021

Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00 Premium: \$0.00
The estate or interest to be insured: Fee Simple

(d) Endorsements:

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

Fee Simple

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

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A

(continued)

5. The land referred to in this Commitment is described as follows and is situate in Weber County, State of Utah, to-wit:

PARCEL 1:

Part of the Southeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point 1056 feet West of the Northeast corner of said quarter Section; and running thence West 1584 feet to the Northwest corner of said quarter Section; thence South 330 feet; thence East 1584 feet to a point South of beginning; thence North 330 feet to the place of beginning.

LESS AND EXCEPT THEREFROM that portion conveyed by Special Warranty Deed, recorded November 14, 2014 as Entry No. [2710617](#) of Official Records, described as follows:

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base & Meridian, US Survey: Beginning at a point 1551.42 feet North 89°09'03" West along the quarter Section line from the Northeast corner of said quarter Section, said point being on the Northerly boundary line of the property described in that certain Warranty Deed recorded April 5, 1977 as Entry No. [693788](#), in Book 1170, at Page 576; and running thence North 89°09'03" West 1088.58 feet along said Northerly boundary line and the quarter Section line, more or less, to the Northwest corner of said quarter Section; thence South 0°50'57" West 330.00 feet; thence South 89°09'03" East 1088.58 feet, more or less to a point South 0°50'57" West of beginning; thence North 0°50'57" East 330.00 feet to said Northerly boundary line and the point of beginning.

ALSO LESS AND EXCEPT THEREFROM that portion conveyed by Special Warranty Deed, recorded November 14, 2014 as Entry No. [2710625](#) of Official Records, described as follows:

A part of the Southeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, US Survey: Beginning at a point 1470.00 feet North 89°09'03" West along the quarter Section line from the Northeast corner of said quarter Section, said point being on the Northerly boundary line of the property described in that certain Warranty Deed recorded April 5, 1977, as Entry No. [693788](#), in Book 1170, at Page 576; and running thence North 89°09'03" West 81.42 feet along said Northerly boundary line and the quarter Section line; thence South 0°50'57" West 330.00 feet; thence South 89°09'03" East 81.42 feet; thence North 0°50'57" East 330.00 feet to said Northerly boundary line and the point of beginning.

PARCEL 2:

A part of the Southeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point 1056 feet North 89°09'03" West along the quarter Section line (being the Northerly boundary line of the property described in that certain Warranty Deed recorded April 5, 1977, as Entry No. [693788](#), in Book 1170, at Page 576) and 330.00 feet South 0°50'57" West from the Northeast corner of said quarter Section; and running thence North 89°09'03" West 414.00 feet on a Parallel line with said Northerly boundary line; thence South 0°50'57" West 59.00 feet; thence South 89°09'03" East 414.00 feet; thence North 0°50'57" East 59.00 feet to the

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A

(continued)

point of beginning.

SAID PARCEL 1 (IN REMAINDER) AND PARCEL 2 COMBINED are also described as follows:

A part of the Southeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point 1056 feet North 89°09'03" West along the Quarter Section line from the Northeast Corner of said Quarter Section (said point being the Northerly boundary line of the property described in that certain Warranty Deed recorded April 5, 1977, as Entry No. [693788](#), in Book 1170, at Page 576) and running thence North 89°09'03" West 414.00 feet along said Northerly boundary line and the Quarter Section line; thence South 0°50'57" West 389.00 feet; thence South 89°09'03" East 414.00 feet; thence North 0°50'57" East 389.00 feet to the point of beginning.

PREMIUMS:

ALTA Loan Policy 2021 Premium	\$0
ALTA Owner's Policy 2021 Premium	\$0

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - 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. Pay the full consideration to, or for the account of, the grantors or mortgagors.
6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Pay the premiums, fees, and charges for the Policy to the Company.
9. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this form who will receive an interest in the land, or who will be names as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
10. Submit evidence that The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as an/or sucessor-in-interest to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole is a properly created entity capable of holding title to real property under the laws of the State of Utah, together with evidence of the authority of any person or persons executing documents on behalf of said entity.

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - 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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
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 at Date of Policy.
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 or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. 2025 General Property Taxes are accruing as a lien and are not yet due and payable. Tax Parcel No.'s 15-078-0139 (Parcel 1) and 15-078-0140 (Parcel 2)

2024 General Property Taxes have been PAID in the amount of \$2,265.98, Tax Parcel No. 15-078-0139 (Parcel 1) and
2024 General Property Taxes have been PAID in the amount of \$ 404.66, Tax Parcel No. 15-078-0140 (Parcel 2)

([Assessor Maps](#) / [Tax Sheets](#))

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

9. The Land lies within the boundaries of Weber County Tax District 516, Taylor/West Weber Culinary Water District, Central Weber Sewer Improvement District, Weber County Municipal Services District, Northern Utah Environmental Resource Agency (NUERA), and Western Weber Park District, and is subject to any and all charges and assessments thereof.
10. Water rights, claims or title to water, whether or not disclosed by the Public Records.
11. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
12. Easement(s) and Right-of-Way(s), in favor of American Telephone and Telegraph Company of Wyoming, recorded May 31, 1929 in [Book S of Liens & Leases at Page 153](#) of Official Records.
- (Note: Exact location(s) not disclosed)
13. Reservations, conditions and easements as disclosed in that certain US Patent, recorded May 5, 1915 as Entry No. [512612](#) in Book 74 at Page 491 of Official Records.
14. The rights of the public and others over the Northerly portion of the land which lies within 2200 South Street, for roadway and utility purposes as set for a certain extended period of time, not yet dedicated.
15. Perpetual Easement, In favor of Central Weber Sewer Improvement District, recorded February 8, 2001 as Entry No. [1750930](#) in Book 2115 at Page 1401 of Official Records.
- (Note: Exact location not discernable)
16. Perpetual Easement, In favor of Central Weber Sewer Improvement District, recorded March 13, 2001 as Entry No. [1757393](#) in Book 2122 at Page 2402 of Official Records.
17. Perpetual Easement, In favor of Central Weber Sewer Improvement District, recorded March 13, 2001 as Entry No. [1757394](#) in Book 2122 at Page 2407 of Official Records.
18. Perpetual Easement, In favor of Central Weber Sewer Improvement District, recorded April 3, 2001 as Entry No. [1761823](#) in Book 2128 at Page 1312 of Official Records.
19. Resolution No. 27-2012, a Resolution of the Board of County Commissioners of Weber County, Utah, for the municipal services to be provided to the unincorporated area of Weber County, recorded December 13, 2012 as Entry No. [2610456](#) of Official Records.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

20. Reservations, covenants, conditions and easements as disclosed in that certain Special Warranty Deed, recorded November 14, 2014 as Entry No. [2710625](#) of Official Records, for an easement for storm water drainage from the subject land over the land adjacent to the West.
21. The fact that the Quit Claim Deed, for purposes of combining tax parcels, recorded November 14, 2014 as Entry No. [2710626](#) of Official Records, for purposes of combining Parcel 1 and 2, was recorded out of order with (or prior to) that certain Special Warranty Deed for acquisition of Parcel 2, recorded December 11, 2014 as Entry No. [2713944](#) of Official Records, and the fact that Quit Claim Deeds do not carry after-acquired title.
- (Note: a supplemental or new Deed to combine the Parcel 1 and 2 now may be done and to also update the current name of the vestee herein to The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, with regards to requirements by Weber County Planning, by virtue of the next exception below -Entry No. [3363018](#))
22. Notice of Non-Buildable Parcel, by the Weber County Planning Department, recorded March 28, 2025 as Entry No. [3363018](#) of Official Records.

END OF EXCEPTIONS**NOTES**

- Note A: Note A: Judgments have been searched in the names of Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and those not satisfied of record (IF ANY) which, in the opinion of the Company, constitute liens against the Land, are set forth in Schedule B, Part II herein.

END OF NOTES**END OF SCHEDULE B, PART II**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

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 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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

