

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND 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.



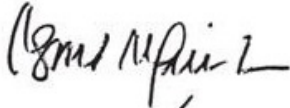

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

 <p>METRO NATIONAL TITLE</p> <p>By:  _____ Authorized Signatory</p>	<p>COMMONWEALTH LAND TITLE INSURANCE COMPANY</p> <p>By: </p> <p>ATTEST  President Secretary</p>
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Transaction Identification Data for reference only:

Issuing Agent: **Metro National Title**
Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**
Loan ID Number:
Commitment Number:
Issuing Office File Number: **63029-2**
Property Address: **22-016-0093, Eden, UT 84310**
Revision Number: **A**

SCHEDULE A

1. Commitment Date: **May 10, 2019 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Title Report Only for County Plat Application**
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured:
Proposed Policy Amount:
Lender's Policy: **\$0.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
 - (c) 2006 ALTA Leasehold Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE as to Parcel 1; easement as to Parcel 1A**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

The Retreat at Wolf Creek LLC, a Utah limited liability company
5. The land referred to in this Commitment is in the State of Utah, County of Weber and is described as follows:

See attached Exhibit "A"

Exhibit "A"**Parcel 1:**

Beginning at the Southwest corner of Wolf Ridge Phase 2, Entry No. 1362086, said point being South 00°30'27" West along the center section line 2305.27 feet and East 33.03 feet from the North quarter corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, and running thence along the Southerly line of said Wolf Ridge Phase 2, North 54°20'39" East 359.81 feet; thence North 67°45'45" East 102.09 feet; thence North 54°39'47" East 322.44 feet; thence South 89°20'13" East 303.68 feet; thence South 50°20'13" East 365.00 feet; thence South 38°39'47" West 292.63 feet; thence South 19°54'40" West 90.01 feet to the Northeast corner of Wolf Star 1B; thence along the North line of said Wolf Star 1B, Entry No. 871503, North 73°18'19" West 249.77 feet to the Northeast corner of Wolf Star 1C, Entry No. 883019; thence along the boundary of said Wolf Star 1C the following four (4) courses: 1) thence North 73°18'19" West 330.13 feet; 2) thence South 11°20'13" East 222.32 feet; 3) thence South 10°39'47" West 114.60 feet to a non-tangent point of curvature of a 633.00 foot radius curve to the left, the center of which bears South 08°37'06" East; 4) thence Southwesterly along the arc of said curve 160.59 feet through a central angle of 14°32'08" to the Northerly right of way line of Wolf Creek Drive, said point also being a non-tangent point of curvature of a 207.59 foot radius curve to the left, the center of which bears South 51°06'06" West; thence along said Northerly right of way line the following four (4) courses: 1) thence Northwesterly along the arc of said curve 64.34 feet through a central angle of 17°45'28", 2) thence North 56°39'22" West 244.00 feet to a point of curvature of a 76.41 foot radius curve to the right, the center of which bears North 33°20'38" East; 3) thence Northwesterly along the arc of said curve 40.90 feet through a central angle of 30°40'00"; 4) thence North 25°59'22" West 128.00 feet to the point of beginning.

Parcel 1A:

Together with the beneficial interest created in that certain Access Easement recorded October 27, 2017, as Entry No. 2886519, of Official Records

**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. In the event this Company is requested to insure a transaction involving the subject property, this Company and/or its Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction.

THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING CONVEYANCES AFFECTING SAID LAND WERE RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT

Special Warranty Deed

Grantor: Capon Capital, LLC, a Utah limited liability company

Grantee: Jeremy Ricks

Recorded: August 20, 2018

Entry No.: [2936938](#)

Correction Warranty Deed

Grantor: Capon Capital, LLC, a Utah limited liability company

Grantee: Jeremy Ricks

Recorded: December 7, 2018

Entry No.: [2955983](#)

General Warranty Deed:

Grantor: Jeremy Ricks

Grantee: The Retreat at Wolf Creek LLC, a Utah limited liability company

Recorded: March 19, 2019

Entry No.: [2968271](#)

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.



63029-2

Title Report Only for County Plat Application

The Retreat at Wolf Creek LLC, a Utah limited liability company

Escrow Officer: at

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) 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 but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that 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 or material 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.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2019

Tax ID No.: [22-016-0093](#)

Prior year: 2018 Paid

Amount: \$3,287.47

9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, Eden Cemetery District, Weber Fire District, Wolf Creek Sewer Improvement District and the Ogden Valley Natural Gas Improvement District, Tax Area 203, and is subject to any assessments levied thereby.

10. Charges or Assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district. No liability is assumed for unpaid assessments, if any or the affects thereof on the status of any contracts and assignments.

11. Subject to 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.

12. Easement and Right of Way, and the terms and conditions thereof:

Grantee: Eden Water Works Company

Purpose: to erect, construct, install and maintain pipe lines and appurtenances over and across the property.

Recorded: September 15, 1950

Entry No.: [169123](#)

Book/Page: 347 / 476

13. Easement, and the terms and conditions thereof:

Grantee: Utah Power and Light Company

Recorded: January 30, 1964

Entry No.: [419062](#)

Book/Page: 764 / 651

14. Dedication Plat, and the terms and conditions thereof:

Grantee: Weber County

Purpose: Dedication Plat of Wolf Creek Drive

Recorded: July 22, 1965

Entry No.: [455318](#)

Book/Page: 15 / 7

15. Ordinance No. 12-81:

Dated: December 21, 1981

Recorded: December 22, 1981

Entry No.: [849262](#)

Book/Page: 1394 / 1772

An Ordinance creating Weber County Fire Protection Service Area No. 4.

16. Covenants to run with the land, and the terms and conditions thereof.

Recorded: January 15, 1982

Entry No.: [850455](#)

Book / Page: 1396 / 476

17. Resolution No. 16-82:

Dated: April 8, 1982

Recorded: April 9, 1982

Entry No.: [855267](#)

Book/Page: 1400 / 1621

A Resolution establishing the Wolf Creek Sewer Improvement District.

18. Dedication Plat, and the terms and conditions thereof:

Grantee: Weber County

Purpose: Road Dedication Plat of Elkhorn Drive

Recorded: July 27, 1982

Entry No.: [861237](#)

Book/Page: 24 / 51

19. Master Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: September 24, 1982

Entry No.: [864667](#)

Book/Page: 1409 / 1603

Also, recorded: October 18, 1982

Entry No.: [866073](#)

Book/Page: 1411/363

Also, recorded: July 17, 2002

Entry No.: [1862046](#)

Book/Page: 2247/887

Master Declaration of Covenants, Conditions and Restrictions:

Recorded: October 18, 2002

Entry No.: [1882728](#)

Book/Page: 2275/640

First Amendment to Master Declaration of Covenants, Conditions and Restrictions:

Recorded: January 9, 2007

Entry No.: [2234358](#)

Notice of Assessments, Transfer Assessment and Mandatory Design Review Process Amending the Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort:

Recorded: October 7, 2008

Entry No.: [2368948](#)

Second Amendment to Master Declaration of Covenants, Conditions and Restrictions:

Recorded: March 13, 2013

Entry No.: [2624950](#)

Termination of Declarants Rights under Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort:

Recorded: April 3, 2013

Entry No.: [2628422](#)

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

20. Easement, and the terms and conditions thereof:

Grantee: Utah Power & Light

Recorded: December 9, 1982

Entry No.: [869295](#)

Book/Page: 1414 / 1069

21. Right of Way Easement, and the terms and conditions thereof:
Grantee: The Mountain States Telephone and Telegraph Company
Recorded: February 3, 1983
Entry No.: [872915](#)
Book/Page: 1418 / 424

22. Right of Way Easement, and the terms and conditions thereof:
Grantee: The Mountain States Telephone and Telegraph Company
Recorded: February 23, 1983
Entry No.: [873980](#)
Book/Page: 1419 / 348

23. Easement for Golf Course Access and Use, and the terms and conditions thereof:
Recorded: June 8, 1999
Entry No.: [1641933](#)
Book/Page: 2016 / 2198
Also, the effect of those certain mesne documents of record affecting the herein property for Golf Course Access and Use.

Together with but not limited to the following:

Golf Discount Agreement:
Recorded: December 28, 2006
Entry No.: [2231595](#)

24. Easement for Golf Course Access and Use, and the terms and conditions thereof:
Grantee: Wolf Creek Village Association of Unit Owners
Purpose: a non-exclusive easement for use of the golf course
Recorded: February 28, 2001
Entry No.: [1754486](#)
Book/Page: 2119 / 804

25. Easement, and the terms and conditions thereof:
Grantee: Wolf Creek Village II Association of Unit Owners
Purpose: a non-profit easement for use of the golf course
Recorded: February 28, 2001
Entry No.: [1754489](#)
Book/Page: 2119 / 804

26. Zoning Agreement, and the terms and conditions thereof.
Providing: seeks approval for the amended Master Plan
Recorded: October 22, 2002
Entry No.: [1883524](#)
Book / Page: 2276 / 990

Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort:
Recorded: December 04, 2015
Entry No.: [2768159](#)

Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort:

Recorded: March 23, 2016

Entry No.: [2784398](#)

27. Irrigation and Reservoir Boundary Easement, and the terms and conditions thereof.

As shown: on the recorded survey plat thereof on file in the office of the Weber County Recorder.

Recorded: May 1, 2003

Entry No.: [1935097](#)

Book / Page: 57 / 82

Termination of Irrigation Easement:

Recorded: April 11, 2007

Entry No.: [2255542](#)

28. Warranty Deed of Easement, and the terms and conditions thereof:

Grantee: Wolf Creek Conservancy Inc.

Purpose: irrigation easement

Recorded: October 3, 2003

Entry No.: [1980135](#)

29. Amendment to Bylaws, and the terms and conditions thereof.

Wolf Creek Recreational Facilities Association, Inc.

Recorded: March 11, 2004

Entry No.: [2036899](#)

30. Ordinance No. 2006-23:

Dated: November 21, 2006

Recorded: November 30, 2006

Entry No.: [2225446](#)

An Ordinance of Weber County, vacating a portion of Wolf Creek Drive.

31. Dedication Plat, and the terms and conditions thereof.

Realignment & Widening of Wolf Creek Drive

Recorded: December 22, 2006

Entry No.: [2230807](#)

Book / Page: 65 / 7

32. Sewer Easement, and the terms and conditions thereof:

Grantee: Wolf Creek Sewer Improvement District

Recorded: March 19, 2007

Entry No.: [2249660](#)

33. Irrigation Easement, and the terms and conditions thereof:

Grantee: Wolf Creek Water Conservancy, Inc.

Recorded: April 11, 2007

Entry No.: [2255541](#)

34. Resolution No. 07-14:

Dated: March 5, 2007
Recorded: December 11, 2008
Entry No.: [2379591](#)
A Resolution of Wolf Creek Sewer Improvement District Annexation.

Certificate of Annexation:
Wolf Creek Sewer Improvement District
Recorded: December 17, 2008
Entry No.: [2380637](#)

35. Correction Affidavit, and the terms and conditions thereof.
Wolf Creek Sewer Improvement District
Recorded: March 4, 2009
Entry No.: [2395512](#)

36. Certificate of Name Change, and the terms and conditions thereof.
To: Wolf Creek Water and Sewer Improvement District
Recorded: January 6, 2011
Entry No.: [2510259](#)

37. Quit Claim Deed of Easement, and the terms and conditions thereof:
Grantee: Wolf Creek Water and Sewer Improvement District
Purpose: for Irrigation Easement
Recorded: February 3, 2011
Entry No.: [2514206](#)

38. Easement, and the terms and conditions thereof:
Grantee: Utah Department of Transportation
Purpose: constructing thereon cut and/or fill slopes, including appurtenant parts thereof incident to the widening of existing State Highway.
Recorded: May 31, 2012
Entry No.: [2579190](#)

39. Resolution No. 27-2012:
Dated: December 11, 2012
Recorded: December 13, 2012
Entry No.: [2610456](#)
A Resolution confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County.

40. Assignment of Rights in Development Agreement, including the terms and conditions thereof:
Between: Wolf Creek Properties, LC
And: Capon Capital, LLC
Dated: August 15, 2013
Recorded: August 15, 2013
Entry No.: [2650830](#)

41. Notice of Interest for Ongoing Assessment, and the terms and conditions thereof.
Executed by: Wolf Creek Water and Sewer Improvement District
Recorded: November 19, 2013

Entry No.: [2664755](#)

Effect: ongoing utility assessments

42. Special Warranty Deed of Easement, and the terms and conditions thereof:

Grantee: Capon Capital, LLC

Purpose: for ingress and egress purposes

Recorded: December 16, 2013

Entry No.: [2668506](#)

43. Such a state of facts an accurate survey and inspection of the property would disclose.

44. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

45. An Access Easement, and the terms and conditions thereof:

Grantor: WCU, LLC, a Utah limited liability company

Grantee: Capon Capital, LLC, a Utah limited liability company

Recorded: October 27, 2017

Entry No.: [2886519](#)

46. Joint Resolution of Ogden Valley Parks Service Area (Resolution 4) and Eden Park Service District (Resolution 3)

Recorded: November 9, 2017

Entry No.: [2889196](#)

A Resolution approving an adjustment of the Service Areas common boundary, and related matters.

47. Notice of Interest, and the terms and conditions thereof.

Executed by: Michael Brenny

Recorded: September 26, 2018

Entry No.: [2943725](#)

As to: his interest due to a profit sharing agreement, dated September 11, 2018.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule 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 shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, 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 HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.



Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.