



# ALTA 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, 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of




**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

**Trent Larson, License #: 105876**  
Authorized Signatory

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

## 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;
- (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.

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- (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>.

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# Schedule A

ALTA COMMITMENT



**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

**Transaction Identification Data for reference only:**

Issuing Agent: Title Guarantee, A Title Insurance Agency, LLC  
84121

Issuing Office's ALTA® Registry ID: 1129731

Loan ID Number:

Revision Number:

Issuing Office: 1385 Fort Union Boulevard, Cottonwood Heights, UT

Issuing Office File Number: 15309-JK

Commitment Number: 15309-JK

Property Address: Vacant Land, OGDEN, UT 84404

1. Commitment Date: 08/19/2019 at 8:00 AM

2. Policy to be issued:

a. ALTA Homeowner's Policy

Proposed Insured: JOSHUA BARNETT and CHERISE GONZABA

Proposed Policy Amount: \$

Title Premium: \$

Endorsements: NONE

b. ALTA Expanded Coverage Residential Loan Policy

Proposed Insured: CALCON MUTUAL MORTGAGE LLC, ISAOA

PO BOX 961292, FORT WORTH, TX 76161-0292

Proposed Policy Amount: \$432,000.00

Title Premium: \$

Endorsements:

ALTA 8.1-06

ALTA 8.1-06 : Environmental Protection Lien (Residential) - Paragraph b refers to the following state statutes: NONE

ALTA 22.1-06

ALTA 22.1-06 : Location and Map

ALTA 9-06

ALTA 9-06 : Restrictions, Encroachments, Minerals - Loan

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

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

5. The Land is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.

## Old Republic National Title Insurance Company

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ORT Form 4720 A 8-1-16

Schedule A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 4 of 10



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Authorized Signatory  
Title Guarantee, A Title Insurance Agency, LLC

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## Schedule B-I

ALTA COMMITMENT



**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

### 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.

Duly authorized and executed Deed from JAMESIDNEY ENTERPRISES LLC, a Limited Liability Company, to JOSHUA BARNETT and CHERISE GONZABA, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from JOSHUA BARNETT and CHERISE GONZABA, to CALCON MUTUAL MORTGAGE LLC, securing its loan in the amount of \$432,000.00.

5. Documents must be submitted to this company, to provide verification of authorized officers/members who can execute documents on the behalf of the entity vested herein or shown as Proposed Owners in Schedule "A".
6. Provide the company with copies of any and all existing leases, assignments and/or modifications thereof, unrecorded leases, contracts, rental or occupancy agreements.

Upon receipt and review of the requested documentation, the insurer may make additional exceptions or further requirements.

7. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

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**ORT Form 4690 B I 8-1-16**

Schedule B I

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 6 of 10



## Schedule B-II

ALTA COMMITMENT



**TITLE GUARANTEE**  
A TITLE INSURANCE AGENCY

### 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General Property Taxes for the year 2019 now due and payable in the amount of \$5.28, but will not become delinquent until November 30th. (AMOUNT TO BE VERIFIED PRIOR TO CLOSING)  
Tax Serial No. 10-037-0042

General Property Taxes for the year 2018 have been PAID in the amount of \$5.95. (AMOUNT TO BE VERIFIED PRIOR TO CLOSING) Subject to any roll back taxes.  
Tax Serial No. 10-037-0042

8. The subject property is located within the boundaries of the special assessment district(s) 389 shown, and is subject to all charges and/or assessments levied thereby: District(s) 389  
Weber  
Weber County School District  
Weber Basin Water Conservancy District  
Warren-West Warren Cemetery Maintenance District  
Weber County Mosquito Abatement District  
Weber Fire District  
West Warren Park Service Area  
Weber Area Dispatch 911 and Emergency Services District

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**ORT Form 4690 B II 8-1-16**

Schedule B II

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 7 of 10

Weber Fire District - Bond (est. 1/1/06)

9. 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 June 4, 2002 as Entry No. 1852280 in Book 2236 at Page 2974, of Official Records.  
Withdrawal recorded August 29, 2018 (AFFECTS A PORTION OF SAID PROPERTY)
10. 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 March 3, 2016 as Entry No. 2780965, of Official Records.
11. Terms and Conditions of that certain RESOLUTION NO. 23-2005  
"WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT"  
Recorded: January 24, 2006  
Entry No.: 2156401
12. Terms and Conditions of that certain CERTIFICATE OF CREATION / NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY DATED OCTOBER 28TH, 2014  
Recorded: January 20, 2015  
Entry No.: 2718461
13. Terms and Conditions of that certain RESOLUTION NO. 2017-101  
A RESOLUTION TO CHANGE THE NAME OF THE WEBER COUNTY INDUSTRIAL SERVICE AREA NO. 1 TO LITTLE MOUNTAIN SERVICE AREA AND TO RATIFY ALL FORMAL DECISIONS MADE UNDER THE NAME OF LITTLE MOUNTAIN SERVICE AREA  
Recorded: July 10, 2017  
Entry No.: 2866856
14. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
15. Claim, right, title or interest to water or water rights, whether or not shown by the public records.
16. The rights of parties in possession of the subject property under unrecorded leases, contracts, rental or occupancy agreements and any claims, rights or interests arising thereunder.
17. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
18. Any matter that might be disclosed by an accurate ALTA/ACSM Certified Survey of said premises.
19. NOTE: No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

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**ORT Form 4690 B II 8-1-16**

Schedule B II

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 8 of 10



20. NOTE: THIS REPORT IS NOT COMPLETE.

This report only covers matters shown in the official property records and does not include a judgment and lien search against the current owners and buyers. Any judgments and liens found may affect the title to said land.

OUR SEARCH AND EXAMINATION WILL BE COMPLETED WHEN WE RECEIVE THE FOLLOWING INFORMATION:

JOSHUA BARNETT

SOCIAL SECURITY NUMBER(S)

MIDDLE INITIAL(S)

DATE OF BIRTH

Upon receipt of the above information, this report will be amended to reflect any additional matters affecting the title.

No policy will be issued under this order until we are furnished with the above information and our search and examination is completed.

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

Document Name: WARRANTY DEED

Recorded: July 30, 2019

Entry No.: 2993915

NOTE: This Commitment has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked:

JAMESIDNEY ENTERPRISES, LLC

JOSHUA BARNETT (JUDGEMENT SEARCH INCOMPLETE)

CHERISE GONZABA

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**ORT Form 4690 B II 8-1-16**

Schedule B II

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 9 of 10



## Exhibit A

ALTA COMMITMENT



### Property Description

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 40 FEET NORTH AND 1048.6 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; AND RUNNING THENCE NORTH 174.43 FEET, THENCE EAST 250 FEET TO OLD FENCE, THENCE SOUTH 174.43 FEET, THENCE WEST 250 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO WEBER COUNTY BY THAT CERTAIN WARRANTY DEED RECORDED ON MAY 21, 2015 AS ENTRY NO. 2736753 OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, UTAH ALSO KNOWN AS PROJECT NO. LG\_WC\_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, AND RUNNING THENCE WEST 1333.43 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 TO A POINT ON THE WEST LINE OF THE GRANTOR'S PROPERTY, THENCE NORTH 00°20'09" WEST 45.46 FEET ALONG SAID WEST PROPERTY LINE TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE FOR THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG\_WC\_1200 SOUTH) THENCE NORTH 89°56'31" EAST 1042.24 FEET ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE TO A POINT ON THE GRANTOR'S PROPERTY, THENCE SOUTH 6.51 FEET ALONG SAID PROPERTY LINE TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF 1200 SOUTH STREET (900 SOUTH STREET) TO A POINT ON THE GRANTOR'S PROPERTY, THENCE EAST 250.00 FEET ALONG SAID PROPERTY TO A POINT ON GRANTOR'S PROPERTY, THENCE NORTH 7.37 FEET ALONG SAID PROPERTY LINE TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE FOR SAID PROJECT THENCE NORTH 89°41'31" EAST 41.09 FEET ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST LINE OF THE GRANTOR'S PROPERTY, THENCE SOUTH 00°26'42" EAST 47.59 FEET ALONG SAID EAST PROPERTY LINE TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°55'53" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

TAX SERIAL NO. 10-037-0042

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**ORT Form 4690 8-1-16**

Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 10 of 10