

**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 </p> <p>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: **83468**
Property Address: **2.51 Acre Piece of Land, Eden, UT 84310**
Revision Number: C

SCHEDULE A

1. Commitment Date: **May 21, 2021 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Navigate CM & Development, LLC**
Proposed Policy Amount: **\$3,100,000.00**
Owner's Policy: **\$7,134.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured:
Proposed Policy Amount: **\$1,000.00**
Lender's Policy: **\$240.00**
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**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

The Pointe at Wolf Creek, LLC, a Utah limited liability company, as to Parcel 1

WCU, LLC, d/b/a Wolf Creek Utah, LLC, a Utah limited liability company, as to Parcel 2
5. The land referred to in this Commitment is in the State of Utah, County of Weber and is described as follows:

See Exhibit "A"

Exhibit "A" – Legal Description**Parcel 1:**

Part of the South 1/2 of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, US Survey:

BEGINNING 352.79 Feet South 0°00'33" West along the Quarter Section line and North 75°36'42" West 745.27 Feet from the Center of said Section 22; running thence South 30°52'12" West 95.32 Feet; thence South 79°58'16" West 11.10 Feet; thence South 36°50'43" West 35.42 Feet; thence South 34°38'04" East 40.68 Feet; thence South 42°16'04" East 181.60 Feet; thence South 35°52'46" East 125.67 Feet; thence Northeasterly along the arc of a 290.50 foot radius curve to the right a distance of 84.96 Feet (long chord bears North 57°42'21" East 84.66 Feet); thence South 43°30'00" East 48.45 Feet more or less; thence southwesterly along the arc of a 245.50 foot radius curve to the left a distance of 133.55 Feet (central angle equals 31°10'02" and long chord bears South 54°17'03" West 131.90 Feet); thence North 35°52'46" West 173.54 Feet; thence North 41°53'00" West 80.66 Feet; thence South 47°35'44" West 164.12 Feet; thence North 30°46'12" West 187.57 Feet (Record North 30°56'12" West); thence North 36°45'57" West 292.66 Feet; thence North 42°09'04" East 51.82 Feet; thence North 71°55'50" East 39.43 Feet; thence South 75°36'42" East 351.54 Feet to the point of beginning.

Parcel 2:

Part of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the Westerly line of Wolf Creek Drive (66 foot right of way) being 1072.00 feet South 0°00'33" West along the Quarter Section line and 115.75 feet North 89°59'27" West from the center of said Section 22; and running thence Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 51.07 feet (central angle equals 1°07'27" and long chord bears South 37°17'05" West 51.07 feet) along said Westerly line; thence North 55°39'59" West 141.11 feet to a point of curvature; thence Westerly along the arc of a 50.00 foot radius curve to the left a distance of 42.77 feet (central angle equals 49°00'51" and long chord bears North 80°10'24" West 41.48 feet) to a point of tangency; thence South 75°19'10" West 109.16 feet; thence Westerly along the arc of a 110.50 foot radius curve to the right a distance of 47.13 feet (central angle equals 24°26'15" and long chord bears North 89°55'34" West 46.77 feet) to a point of compound curve; thence Westerly and Northwesterly along the arc of a 290.50 foot radius curve to the right a distance of 602.55 feet (central angle equals 118°50'33" and long chord bears North 18°17'11" West 500.20 feet); thence South 35°52'46" East 46.41 feet; thence Southwesterly, Southerly and Southeasterly along the arc of a 245.50 foot radius curve to the left a distance of 498.78 feet (central angle equals 116°24'29" and long chord bears South 19°30'13" East 417.32 feet) to a point of compound curve; thence along the arc of a 65.50 foot radius curve to the left a distance of 25.04 feet (central angle equals 21°54'20" and long chord bears South 88°39'37" East 24.89 feet) to a point of tangency; thence North 80°23'13" East 117.78 feet to a point of curvature; thence Southeasterly along the arc of a 142.62 foot radius curve to the right a distance 109.39 feet (central angle equals 43°56'48" and long chord bears South 77°38'23" East 106.73 feet) to a point of tangency; thence South 55°39'59" East 103.97 feet to the point of beginning.

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North, Range 1 East Salt Lake Base & Meridian, located in the County of Weber, State of Utah, described

as follows: A circular parcel of land having a radius of 100.00 feet and a center point located South 89°07'33" East 2206.91 feet along the Southerly line of said Section 22 and North 00°00'00" East 1596.75 feet from the Southwest corner of said Section 22. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land.

**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. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.

6. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for The Pointe at Wolf Creek, LLC, a Utah limited liability company regarding the legal status and ability to convey and/or encumber title to the land described herein.

The Company reserves the right to make additional requirements as needed.

7. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for Navigate CM & Development, LLC regarding the legal status and ability to convey and/or encumber title to the land described herein.

The Company reserves the right to make additional requirements as needed.

8. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for WCU, LLC regarding the legal status and ability to convey and/or encumber title to the land described herein.

The Company reserves the right to make additional requirements as needed.

9. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for Wolf Creek Utah, LLC regarding the legal status and ability to convey and/or encumber title to the land described herein.

The Company reserves the right to make additional requirements as needed.

10. Verification that all requirements of the owners association(s) have been complied with, including but not limited to full payment, through the date of the closing, of any accrued assessments, late fees, reinvestment fees, transfer fees or any other amounts levied by the owners association.

11. Execution of a Gap Indemnity by the seller/borrower.
12. The Company reserves the right to add additional requirements and/or exceptions to Schedule "B" upon further disclosure of the type of policy to be issued and the parties to be insured.
13. Warranty Deed from the vestee to the proposed insured.
14. Trust Deed to secure your loan.

[Vesting Deed Image](#)

[Vesting Deed Image \(Parcel 2\)](#)

[Plat Map Image](#)

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.

Navigate CM & Development, LLC

The Pointe at Wolf Creek, LLC, a Utah limited liability company, as to Parcel 1

WCU, LLC, d/b/a Wolf Creek Utah, LLC, a Utah limited liability company, as to Parcel 2

Escrow Officer: Sue Anthony at (801) 773-3101

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: 2021****Tax ID No.: [22-016-0034](#) (Parcel 1)****DELINQUENT TAXES****Year: 2020****Tax ID No.: 22-016-0034****Amount: \$693.83, plus penalty and interest.****DELINQUENT TAXES****Year: 2019****Tax ID No.: 22-016-0034****Amount: \$724.83, plus penalty and interest.**

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

Year: 2021

Tax ID No.: [22-016-0077](#) (Parcel 2)

Taxable Value for the year 2020 was set at \$0.00 due to the parcel's use as a private road.

Tax ID No.: 22-016-0077

Amount paid: \$0.00

DELINQUENT TAXES

Year: 2019

Tax ID No.: 22-016-0077

Amount: \$868.64, plus penalty and interest.

DELINQUENT TAXES

Year: 2018

Tax ID No.: 22-016-0077

Amount: \$905.56 plus penalty and interest.

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 and the Wolf Creek Sewer Improvement District, Tax Area 203, and is subject to any assessments levied thereby.

10. Water rights, claims or title to water, whether or not shown by the public records.

11. Affidavit, including the terms and conditions thereof:

Dated: March 09, 2015

Recorded: March 09, 2015

Entry No.: [2725109](#)

Resolution Establishing The Ogden Valley Transmitter/Recreation Special Service District, and related matters.

12. 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.

13. Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.

14. Rights of way for water ditches, pipelines, canals, transmission lines and roadways, if any, now existing over and across the subject property.

15. 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.

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

Grantee: Utah Power & Light Company

Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the Grantee and 2 guy anchors and 9 poles, with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto.

Recorded: January 27, 1932

Book/Page: [U / 97](#)

Area Affected: Parcel 2

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

Grantee: Utah Power & Light Company

Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits and necessary rights of ingress and egress.

Recorded: January 30, 1964

Book/Page: [764 / 651 and 652](#)

Area Affected: Parcels 2

18. Easement, and the terms and conditions thereof:

Grantor: Norris G. Johanson

Grantee: The Mountain States Telephone and Telegraph Company

Recorded: November 1, 1973

Entry No.: [603984](#)

Book/Page: 1038 / 761

Area Affected: exact location not disclosed

19. Easement for Golf Course Access and Use, and the terms and conditions thereof:

Grantor: Wolf Creek Associates

Grantee: Trendwest Resorts, Inc. and WorldMark, the Club

Recorded: June 8, 1999

Entry No.: [1641933](#)

Book/Page: 2016 / 2198

20. Easement, and the terms and conditions thereof:

Grantor: Wolf Creek Resort

Grantee: Wolf Creek Water and Sewer Improvement District

Recorded: June 27, 2018

Entry No.: [2928028](#)

Area Affected: Parcel 2

21. Terms and conditions of that certain Weber County Zoning Development Agreement:

Executed by: Wolf Creek Properties, L.C.

Dated: October 11, 2002

Recorded: October 22, 2002

Entry No.: [1883524](#)

Book/Page: 2276/990

Terms and conditions of that certain Assignment of Rights in Development Agreement:

Executed by: Wolf Creek Properties, L.C.

Dated: August 15, 2013

Recorded: August 15, 2013

Entry No.: [2650830](#)

22. Easement Agreement, including the terms and conditions thereof:

Between: Worldmark, The Club at Wolf Creek Village Owners Association, a Utah nonprofit corporation

And: Wolf Creek Village II Owners Association, Inc., a Utah nonprofit corporation

And: Wyndham Resort Development Corporation, an Oregon corporation

Dated: September 28, 2018

Recorded: October 12, 2018

Entry No.: [2946689](#)

23. Easement Agreement, including the terms and conditions thereof:

Between: WorldMark, The Club at Wolf Creek Village Owners Association, a Utah nonprofit corporation

And: Wolf Creek Village II Owners Association, Inc., a Utah nonprofit corporation

And: Wyndham Resort Development Corporation, an Oregon corporation

Dated: October 16, 2018

Recorded: October 22, 2018

Entry No.: [2948185](#)

24. Master Declaration of Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants of restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, family 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

Contains provisions for continuing assessment liens, compliance should be checked by contacting the Wolf Creek Master Homeowners Association.

25. 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: October 18, 2002

Entry No.: [1882728](#)

Book/Page: 2275 / 460

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

Recorded: January 09, 2007

Entry No.: [2234358](#)

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

Recorded: March 13, 2013

Entry No.: [2624950](#)

Amendment to Declarant Rights Under Master Declaration of Covenants, Conditions and Restrictions:

Recorded: March 13, 2013

Entry No.: [2628422](#)

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

26. Declaration of Vacation Owner Program of 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, including the terms and conditions thereof:

Dated: March 30, 1999

Recorded: March 31, 1999

Entry No.: [1624820](#)

Book/Page: 2002 / 1001

Amended Declaration of Vacation Owner Program:

Recorded: June 25, 1999

Entry No.: [1645925](#)

Book/Page: 2019 / 2926

Contains provisions for continuing assessment liens, compliance should be checked by contacting the Wolf Creek Master Homeowners Association.

27. 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 17, 1999

Entry No.: [1663020](#)

Book/Page: 2034 / 1375

Contains provisions for continuing assessment liens, compliance should be checked by contacting the Wolf Creek Master Homeowners Association.

28. Terms and conditions of that certain Weber County Zoning Development Agreement:

Executed by: Wolf Creek Properties, L.C.

Dated: October 11, 2002

Recorded: October 22, 2002

Entry No.: [1883524](#)

Book/Page: 2276/990

Assignment of Rights in Development Agreement, and the terms and conditions thereof:

Recorded: August 13, 2015

Entry No.: [2650830](#)

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

30. There is no apparent access to the subject property by either public roadway or private right of way.

31. Discrepancies, conflicts in the 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.

32. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$1,000,000.00

Trustor: The Pointe at Wolf Creek, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: Todd Einck and Jim Kaiser

Dated: 04/10/2019

Recorded: 05/01/2019

Entry No.: [2977539](#)

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.