

SCHEDULE A

Inwest Title Services, Inc.

ORDER NUMBER: 302745

COMMITMENT NUMBER: 302745

1. Commitment Date: APRIL 17, 2023 @ 6:00 PM

2. Policy or Policies to be issued:

(a) A.L.T.A. 2021 Owner's Policy

Proposed Insured:

Proposed Policy Amount

\$

Premium Amount

0.00

(b) 2021 Extended ALTA Loan Policy

Proposed Insured:

\$

0.00

ENDORSEMENTS:

Endorsement Total:\$

0.00

Premium Total:\$

0.00

Extra Parcel Fee:\$

0.00

Commitment Only:\$

400.00

OTHER SERVICES:

TOTAL: \$

400.00

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

FEE SIMPLE

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

OVB INVESTMENTS LLC

5. The land is described as follows:

See Attached Exhibit "A"

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

PROPERTY KNOWN AS: NONE ASSIGNED UT

CUSTOMER REFERENCE NO.:

ISSUED BY: STEWART TITLE GUARANTY COMPANY]

ORDER NUMBER: 302745

EXHIBIT "A"

PART OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 11, SAID POINT BEING SOUTH 89°54'27" EAST 1293.22 FEET ALONG SAID SOUTH LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 11 (SOUTHWEST CORNER BEING NORTH 89°54'27" WEST 2697.68 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 11); THENCE NORTH 01°08'59" WEST 773.93 FEET; THENCE DUE WEST 498.37 FEET; THENCE DUE NORTH 4453.04 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 89°33'08" EAST 1980.62 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE NORTH 89°51'57" EAST 2631.81 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00°09'20" EAST 2636.91 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER TO THE EAST QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 00°26'08" WEST 1178.42 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 86°31'00" WEST 451.19 FEET; THENCE SOUTH 69°59'00" WEST 9.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 39; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 518.33 FEET, AN ARC LENGTH OF 412.74 FEET, A DELTA ANGLE OF 45°37'28", A CHORD BEARING OF SOUTH 74°50'58" WEST, AND A CHORD LENGTH OF 401.92 FEET; (2) SOUTH 52°02'12" WEST 904.80 FEET; (3) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 756.80 FEET, AN ARC LENGTH OF 221.31 FEET, A DELTA ANGLE OF 16°45'16", A CHORD BEARING OF SOUTH 43°38'51" WEST, AND A CHORD LENGTH OF 220.52 FEET; (4) SOUTH 35°16'12" WEST 343.06 FEET; (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 533.70 FEET, AN ARC LENGTH OF 453.98 FEET, A DELTA ANGLE OF 48°44'13", A CHORD BEARING OF SOUTH 59°42'06" WEST, AND A CHORD LENGTH OF 440.41 FEET; AND (6) SOUTH 84°04'12" WEST 1305.01 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 89°54'27" WEST 507.93 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

**SCHEDULE B
(Exceptions)**

Inwest Title Services, Inc.

ORDER NUMBER: 302745

COMMITMENT NUMBER: 302745

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

(Section 1)

- 1 Taxes or assessments which 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. Proceedings by a public agency which 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 which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3 Easements, liens, or encumbrances, or claims thereof, which 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, material or equipment 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.

(Section 2)

1. TAXES FOR THE YEAR 2023 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR: 2022
STATUS: PAID
AMOUNT: \$12,677.13
SERIAL NO.: 21-013-0001

(AFFECTS A PORTION OF SUBJECT PROPERTY)

NOTE: FUTURE TAXES MAY BE ASSESSED UNDER NEW SERIAL NUMBER(S) NOT YET ASSIGNED

2. TAXES FOR THE YEAR 2023 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR: 2022
STATUS: PAID
AMOUNT: \$4,757.50
SERIAL NO.: 21-013-0007

(AFFECTS A PORTION OF SUBJECT PROPERTY)

NOTE: FUTURE TAXES MAY BE ASSESSED UNDER NEW SERIAL NUMBER(S) NOT YET ASSIGNED

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 302745

COMMITMENT NUMBER: 302745

3. TAXES FOR THE YEAR 2023 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR: 2022
STATUS: PAID
AMOUNT: \$11,354.59
SERIAL NO.: 21-013-0009
(AFFECTS A PORTION OF SUBJECT PROPERTY)

NOTE: FUTURE TAXES MAY BE ASSESSED UNDER NEW SERIAL NUMBER(S) NOT YET ASSIGNED

4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:

DISTRICT(S): WEBER COUNTY
DISTRICT(S): MULTICOUNTY ASSESSING & COLLECTING LEVY
DISTRICT(S): COUNTY ASSESSING & COLLECTING LEVY
DISTRICT(S): WEBER COUNTY SCHOOL DISTRICT
DISTRICT(S): WEBER BASIN WATER CONSERVANCY DISTRICT
DISTRICT(S): WEBER COUNTY MOSQUITO ABATEMENT DISTRICT
DISTRICT(S): WEBER FIRE DISTRICT
DISTRICT(S): OGDEN VALLEY PARKS SERVICE AREA
DISTRICT(S): WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT
DISTRICT(S): WEBER FIRE DISTRICT - BOND (EST. 1/1/06)
DISTRICT(S): MUNICIPAL TYPE SERVICE FUND

5. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
6. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
7. 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.
8. A RIGHT OF WAY DEED:
DATED: JUNE 9, 1934
RECORDED: DECEMBER 10, 1934
BOOK/PAGE: 121/554
GRANTOR: D. D. MCKAY AND ETHEL MCKAY
GRANTEE: STATE ROAD COMMISSION OF UTAH
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Invest Title Services, Inc.

ORDER NUMBER: 302745

COMMITMENT NUMBER: 302745

9. A RIGHT OF WAY DEED:
DATED: JUNE 11, 1934
RECORDED: DECEMBER 10, 1934
BOOK/PAGE: 121/555
GRANTOR: ERNEST MCKAY
GRANTEE: STATE ROAD COMMISSION OF UTAH
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
10. PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER
RECORDED: MAY 24, 2021
ENTRY NO.: 3155075
BETWEEN: OVB INVESTMENTS LLC
AND: WEBER BASIN WATER CONSERVANCY DISTRICT
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
11. PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER
RECORDED: MAY 24, 2021
ENTRY NO.: 3155076
BETWEEN: OVB INVESTMENTS LLC
AND: WEBER BASIN WATER CONSERVANCY DISTRICT
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
12. PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER
RECORDED: MARCH 15, 2022
ENTRY NO.: 3223713
BETWEEN: OVB INVESTMENTS LLC
AND: WEBER BASIN WATER CONSERVANCY DISTRICT
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN
13. PUBLIC UTILITY EASEMENTS INCLUDING BUT NOT LIMITED TO UTILITY LINES, CABLE LINES, STREET LIGHTS, OVERHEAD POWER LINES AND THEIR SUPPORTING STRUCTURES LOCATED OVER THE SOUTH PROPERTY LINES, AS DISCLOSED BY A VISUAL INSPECTION OF THE SUBJECT PROPERTY.
14. 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.
15. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

CLICK THE LINK BELOW FOR A COURTESY MAP OF THE SUBJECT PROPERTY.

[\(view\)](#)

**SCHEDULE C
(Requirements)**

Invest Title Services, Inc.

ORDER NUMBER: 302745

COMMITMENT NUMBER: 302745

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 THE COMPANY IS REQUESTED TO INSURE A TRANSACTION INVOLVING THE SUBJECT PROPERTY, THE COMPANY AND/OR ITS UNDERWRITER RESERVES THE RIGHT TO ADD EXCEPTIONS AND/OR REQUIREMENTS UPON RECEIPT OF INFORMATION DEFINING SAID TRANSACTION.

6. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

MATT LOWE
OVB INVESTMENTS LLC

7. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

NONE

ALTA COMMITMENT FOR TITLE INSURANCE

issued by



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, Exceptions; Schedule C, Requirements; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule C, Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



STEWART TITLE GUARANTY COMPANY

A handwritten signature in blue ink, appearing to be a stylized name.

Authorized Signature

**INVEST TITLE SERVICES, INC.
920 EAST CHAMBERS ST. #10
SOUTH OGDEN , UT 84403
PH: 801-475-4410
FAX: 801-475-4516**

COMMITMENT CONDITIONS

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

ALTA Commitment for Title Insurance [2021 v. 01.00 (07/01/2021)]

I. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule C, 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, Exceptions and
 - f. Schedule C, Requirements and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule C, Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to

the Proposed Insured.

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule C, Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you, such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

Publicly available information from government records.

Deidentified or aggregated consumer information.

Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

| Category | Examples | Collected? |
|---|--|------------|
| A. Identifiers. | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers. | YES |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES |

| | | |
|---|--|-----|
| C. Protected classification characteristics under California or federal law. | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information). | YES |
| D. Commercial information. | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. | YES |
| E. Biometric information. | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data. | YES |
| F. Internet or other similar network activity. | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement. | YES |
| G. Geolocation data. | Physical location or movements. | YES |
| H. Sensory data. | Audio, electronic, visual, thermal, olfactory, or similar information. | YES |
| I. Professional or employment-related information. | Current or past job history or performance evaluations. | YES |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | YES |
| K. Inferences drawn from other personal information. | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. | YES |

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.

To prevent and/or process claims.

To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.

As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.

To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).

To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.

To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.

Auditing for compliance with federal and state laws, rules and regulations.

Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.

To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)

Affiliated Companies

Litigation parties and attorneys, as required by law.

Financial rating organizations, rating bureaus and trade associations.

Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- II. The categories of personal information Stewart collected about you.
- III. The categories of sources for the personal information Stewart collected about you.
- IV. Stewart's business or commercial purpose for collecting that personal information.
- V. The categories of third parties with whom Stewart shares that personal information.
- VI. The specific pieces of personal information Stewart collected about you (also called a data portability request).
- VII. If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute

those responsible for such activities.

Debug products to identify and repair errors that impair existing intended functionality.

Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

Calling us Toll Free at 1-866-571-9270

Emailing us at Privacyrequest@stewart.com

Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

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

ALTA Commitment for Title Insurance [2021 v. 01.00 (07/01/2021)]

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

Deny you goods or services.

Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



PROTECT YOUR MONEY WHEN BUYING A HOME FROM WIRE FRAUD SCHEMES

Every day, hackers try to steal your money by emailing fake wire instructions. Criminals will use a similar email address and steal a logo and other info to make it look like the email came from your real estate agent or title company. You can protect yourself and your money by following these steps:

BE VIGILANT



- **Call, don't email:** Confirm your wiring instructions by phone using a known number before transferring funds. Don't use phone numbers or links from an email.
- **Be suspicious:** It's uncommon for title companies to change wiring instructions and payment info by email.

PROTECT YOUR MONEY



- **Confirm everything:** Ask your bank to confirm the name on the account before sending a wire.
- **Verify immediately:** Within four to eight hours, call the title company or real estate agent to confirm they received your money.

WHAT TO DO IF YOU'VE BEEN TARGETED



- **Immediately** call your bank and ask them to issue a recall notice for your wire
- **Report** the crime to www.IC3.gov
- **Call** your regional FBI office and police
- **Detecting** that you sent money to the wrong account within 24 hours is the best chance of recovering your money.

For more information about the home closing process, please visit:
HOMECLOSING101.ORG

This is for informational purposes only and should not be considered legal advice.



American Land
Title Association
Protect your property rights



INVEST TITLE