

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**20190384**

## 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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

### Fidelity National Title Insurance Company

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Greater Metropolitan Title a Division of Fidelity National Title Company, LLC 3131 Executive Pkwy, Suite 100 Toledo, OH 43606-1327 Main Phone: (419)530-0001 Email: Toledo@gmttitle.net	Greater Metropolitan Title a Division of Fidelity National Title Company, LLC 3131 Executive Pkwy, Suite 100 Toledo, OH 43606-1327 Main Phone: 419-530-0001 Main Fax: 419-530-0089

**Order Number: 20190384**

**SCHEDULE A**

1. Commitment Date: March 12, 2019 at 12:00 AM
2. Policy to be issued:
  - (a) ALTA Homeowner's Policy 2013 - OH (09/01/2014)  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
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:  
 Lois A. Brigham, by deeds filed for record February 9, 1977, recorded in Volume 77-062, Page C03 and filed for record February 6, 1991, recorded in Volume 91-049, Page D11 of the Lucas County Records. (as to Tract One)  
  
 Lois A. Brigham, by deed filed for record February 1, 1991 and recorded in Volume 91-044, Page E04 of the Lucas County Records. (as to Tract Two)

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**SCHEDULE A**  
(continued)

5. The Land is described as follows:

**For APN/Parcel ID(s): 38-25054**

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Tract One:

Situated in the Township of Monclova, County of Lucas and State of Ohio:

A parcel of land in the Southeast Quarter (1/4) of Section Thirty-Three (33), Town Two (2), United States Reserve in Monclova Township, Lucas County, Ohio, described as follows:

Beginning at a point on the East and West center line of Section Thirty-Three (33), which is Sixteen Hundred Seventy-One and Six Tenths (1671.6) feet East of the center line of said section;

Thence South Two Hundred Sixty (260) feet on a line which, continued to the South boundary line of said section, would strike a point Seventeen Hundred Nineteen and Three Tenths (1719.3) feet East of the Southwest corner of the Southeast Quarter (1/4) of said section;

Thence West on a line parallel with the center line of said section Five Hundred Thirty-Three and Four Tenths (533.4) feet to the center line of the Coder Road Number 96 or Creek Road (so-called);

Thence in a Northeasterly direction along the center line of the said Coder Road Number 96, Two Hundred Sixty-Seven and Three Tenths (267.3) feet to the center line of section Thirty-Three (33),

Thence East along the center line of said Section Four Hundred Seventy-One and Six Tenths (471.6) feet to the place of beginning, said parcel containing three (3) acres of land, more or less. Subject to legal highways.

7005 Coder Road  
Maumee, Ohio 43537

PPN: 3825054

Tract Two:

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**SCHEDULE A**  
(continued)

Situated in the Township of Monclova, County of Lucas and State of Ohio:

A parcel of a land being a part of the Southeast 1/4 of Section Number 33, Town 2, United States Reserve in Monclova Township, Lucas County, Ohio, bounded and described as follows:

Beginning at a point on the center line of Coder Road (as now located) at its intersection with the Southerly line of a 3 acre tract conveyed by Anna C. Williamson and Edward F. Williamson to Lois Roop by deed as recorded in Volume 901, Page 519 of Deeds, Lucas County, Ohio Records, thence Easterly along the Southerly line of said Lois Roop property to the Southeast corner of said Lois Roop property and the Easterly line of premises acquired by Walter E. Strayer by deed recorded in Volume 478, Page 252,

Thence Southerly along said Strayer's Easterly line to a point which is 100 feet distance when measured at right angles to the first described line,

Thence Westerly on a line parallel to and 100 feet distant from the first described line to the center line of said Coder Road

Thence Northerly along the center line of said Coder Road to the place of beginning, subject to legal highways.

The South Fifteen (15) feet of the North Three Hundred Seventy-Five (375) feet of that part of the East Sixty-Two (62) acres of the West One Hundred Four and Two Hundredths (104.02) acres East of the Coder Road, so called, in the Southeast Quarter (1/4) of Section 33, Town 2, United States Reserve in Monclova Township, Lucas County, Ohio, more particularly described as follows:

Commencing at a point on the East and West center line of Section 33 which is 1671.6 feet East of the center point of said Section;

Thence South 360 feet, on a line which if continued to the South boundary line of said Section would strike a point 1719.3 feet East of the Southwest corner of the Southeast Quarter (1/4) of said Section, the point of beginning;

Thence South on the last named line 15 feet;

Thence West on a line parallel with the East and West center line of Section 33 to the center line of the Coder Road, so called;

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**SCHEDULE A**  
(continued)

Thence in a Northeasterly direction along the center line of said Coder Road, so called, to a point which is 360 feet South of the East and West center line of Section 33;

Thence Easterly on a line parallel with the East and West center line of Section 33 to the point of beginning.

7027 Coder Road  
Maumee, Ohio 43537

PPN: 3824987

**END OF SCHEDULE A**

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**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. Instrument(s) creating the estate or interest to be insured must be approved, executed and/or filed for record, to wit:

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.

Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.

6. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
7. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.
9. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/ACSM survey setting forth items 2(b)(i-v) from the endorsement and surveyor's certification that there are no violations.
10. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
11. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

12. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
13. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
14. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
15. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
16. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.
17. Payment and Partial Release of Mortgage from John F. Brigham, a married man and Lois A. Brigham, a married woman, to Barkan and Robon, in the amount of \$25,987.54, filed on February 12, 1992 and recorded in Volume 92-0337, Page A01, of the Lucas County Records. (Caption and More Land) (as to Tract One)

Subordination of Mortgage filed for record June 26, 2009 and recorded Instrument No. 20090626-0030146 in of the Lucas County Records.

The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

18. Payment and Release of Mortgage from Lois A. Brigham, a single woman to Fifth Third Bank (Northwestern Ohio), in the amount of \$45,000.00, filed on September 13, 2007 and recorded in Instrument No. 20070913-0054824, of the Lucas County Records. (as to Tract Two)

Master Mortgage filed for record May 28, 2004 and recorded in Instrument No. 20040528-0043422 of the Lucas County Records.

Subordination Agreement filed for record June 26, 2009 and recorded in Instrument No. 20090626-0030145 of the Lucas County Records.

19. Payment and Release of Mortgage from Lois A. Brigham, an unmarried woman to Fifth Third Mortgage Company, in the amount of \$221,570.00, filed on June 26, 2009 and recorded in Instrument No. 20090626-0030144, of the

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

Lucas County Records. (as to Tract Two)

Master Mortgage filed for record May 28, 2004 and recorded in Instrument No. 20040528-0043421 of the Lucas County Records.

20. Furnish for recordation a document to be executed by the party(s) named below:  
Type of Document: Warranty Deed  
Executed by: Lois Brigham and spouse, if any  
To:

**END OF SCHEDULE B, PART I**

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**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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. 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.
3. Rights or claims of parties in possession 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.
5. Easements or claims of easements not 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. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenance thereto.
9. Any Loan Policy issued pursuant to this Commitment will contain the following exception:  
  
Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the policy pursuant to paragraph D of Ohio Revised Code Section 1509.31 effective June 30, 2010.
10. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
11. Assessments, if any, not yet certified to the County Auditor.
12. Rights or claims of parties other than Insured in actual possession of any or all of the property.

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

13. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
14. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
15. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
16. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
17. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
18. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
19. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
20. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
21. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
22. Title to that portion of the insured premises within the bounds of any legal highways.
23. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the County Common Pleas Clerk.
24. Easement recorded in Instrument No. 20070531-0031855, of the Lucas County Records.
25. Taxes for the second half of 2018 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2018 are as follows  
PPN 3825054

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

Taxes for the first half are partially paid with the remaining balance being delinquent with additional interest and penalties thereon, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$1,404.59.

The above amount includes the following special assessments:

Assessment for L.C. Storm Water District/Fund (2011-2100) in the amount of \$25.86 per half year.

Assessment for L.C. Waste Management District (2013-2050) in the amount of \$2.50 per half year.

Assessment for Monclova Twp Waste Collection (2018-2022) in the amount of \$49.44 per half year.

Assessment for T.A.S.D.-Mosquito (1950-2050) in the amount of \$5.83 per half year.

Assessment for Water Line Construction GRP 28 (2000-2019) in the amount of \$311.37 per half year.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

PPN 3824987

Taxes for the first half are paid.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$3,708.86.

The above amount includes the following special assessments:

Assessment for L.C. Storm Water District/Fund (2011-2100) in the amount of \$25.86 per half year.

Assessment for L.C. Waste Management District (2013-2050) in the amount of \$2.50 per half year.

Assessment for Monclova Twp Waste Collection (2018-2022) in the amount of \$49.44 per half year.

Assessment for T.A.S.D.-Mosquito (1950-2050) in the amount of \$20.17 per half year.

Assessment for Water Line Construction Grp 28 in the amount of \$124.14 per half year.

**END OF SCHEDULE B, PART II**

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**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.
- (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.

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(continued)

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

**END OF CONDITIONS**

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**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer