



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Advantage Title, Inc.

ALTA® Universal ID: 1034359

Commitment No.:

Property Address: 10 Candlelight Plaza, West Lafayette, IN 47906

Revision No.: _____

Issuing Office: Advantage Title, Inc.

Loan ID No.:

Issuing Office File No.: **2060566**

SCHEDULE A

1. Commitment Date: **August 14, 2020, at 8:00 am**
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: **To Be Determined**
Proposed Policy Amount: **\$1,000.00**
 - (b) ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in: **Candlelight Development Corporation**
5. The Land is described as follows:
SEE ATTACHED EXHIBIT A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Cont.)	

File No.: **2060566**

EXHIBIT A

The Land is described as follows:

The East half (1/2) of the South fraction of the North East quarter (1/4) of Section four (4), Township twenty-three (23) North, Range five (5) West, containing forty (40) acres, more or less. Located in Wabash Township, Tippecanoe County, Indiana.

EXCEPT

A part of the Northeast Quarter of Section Four (4), Township Twenty-Three (23) North, Range Five (5) West, Wabash Township, Tippecanoe County, Indiana, being part of the Candlelight Development Corp. real estate as described in Deed Record 70, Page 1953, recorded in the Office of the Tippecanoe County Recorder, and being depicted as Tract 1 on TBIRD Design Services Corporation Plat of Survey, Project Number 040905, more completely described as follows:

Commencing at a Berntsen Monument marking the location of the East Quarter corner of said Section 4; thence North 00°-31'-58" West, along the east line of said Section 4, a distance of 748.98 feet to the POINT OF BEGINNING, marked by a mag nail with stainless steel washer stamped "TBIRD SURVEYING FIRM #0052" hereinafter referred to as a TBIRD mag nail; thence continuing North 00°-31'-58" West, along said east line, 576.73 feet to a TBIRD mag nail marking the location on the North Sixteenth corner common to said Section 4, and Section 3-23-5; thence North 88°-00'-10' West, along the north line of the Southeast Quarter of said Northeast Quarter Section, 1299.60 feet to the Northeast Sixteenth corner of said Section 4; thence South 00°-16'-05" West, along the west line of the Southeast Quarter of said Northeast Quarter Section, 657.45 feet to a 5/8" diameter rebar with yellow plastic cap stamped "TBIRD FIRM #0052" hereinafter referred to as a TBIRD capped rebar; thence South 89°-18'-12" East, a distance of 878.33 feet to a TBIRD capped rebar; thence North 00°-08'-02" East, a distance of 54.08 feet to a TBIRD capped rebar; thence South 88°-56'-14" East, a distance of 428.93 feet to the POINT OF BEGINNING, containing 18.71 acres, more or less.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI	

File No.: 2060566

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 interest to be insured, or both, must be properly authorized, executed, acknowledged, and proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI (Cont.)	

File No.: 2060566

SCHEDULE B, PART I (Continued)

Requirements (Continued)

11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
- a. **We require a duly recorded Corporate Warranty Deed from Candlelight Development Corporation to Buyer To Be Determined.**
 - b. **A Disclosure of Sales Information Form as prescribed by the State Board of Tax Commissioners pursuant to Indiana Code 6-1.1-5.5 et seq must be filed with the Auditor of Tippecanoe County, Indiana, for any deeds, land contracts, grants of easements or other documents of conveyance, if any, to be recorded in connection herewith.**
 - c. **We require the Mortgage from Candlelight Development Corporation to Scott L. Lods, in the principal sum of \$(no amount given), dated November 29, 2012 and recorded on December 5, 2012 as Document No. 201212027374 be released.**
13. **We must be furnished evidence of the current good standing of Candlelight Development Corporation from the Secretary of State of Indiana. (On file, active as of August 24, 2020)**
14. **We must be furnished with the most current certified copies of proper corporate resolutions and By-Laws of**

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Schedule BI (Cont.)

Candlelight Development Corporation authorizing the purchase, sale or mortgaging of the premises, whichever is applicable, and setting forth the names of the individuals who are authorized to execute the deed or mortgage, whichever is applicable.

- 15. If special endorsements relating to an ALTA Minimum Standard Survey are required by the owner, buyer, or lender, we require a properly certified copy of the ALTA Minimum Standard survey pertaining to the above described legal description as set forth in Exhibit "A", reserving the right to examine said survey and make further exceptions and/or requirements.**
- 16. We require a list of the required endorsements by the owner, buyer, or lender prior to closing. Examples of these endorsements include: access, location, survey, contiguity, utility, zoning, etc.**
- 17. NOTE: If either a 3.0 or 3.1 Zoning Endorsement is requested based on property type, we will need authorization by the buyer/seller, whichever is applicable to the transaction, for this endorsement due to the Tippecanoe County Area Plan Commission charging \$100 per letter and/or parcel before we are able to proceed with the request. (Endorsement fees are additional based on underwriter guidelines.)**

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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. 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.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession of the land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the public record.
6. Taxes or special assessments which are not shown as existing liens by the public record.

7. Taxes for the year 2019 and thereafter:

Key Number: 132-01300-0031 (79-06-04-200-002.000-022)

Land:	\$	506,300.00
Improvements:	\$	220,600.00
Total Assessed:	\$	726,900.00
Exemptions:	\$.00
Net Assessed:	\$	726,900.00

Taxes for 2019 due and payable in 2020:

a. May Tax Installment	\$	5,329.27	PAID
b. November Tax Installment	\$	5,329.27	NOT PAID

Taxes for the year 2020 due and payable in 2021 in an undetermined amount became a lien January 1, 2020, but are not yet due and payable.

8. Rights of the public, the State of Indiana, and County of Tippecanoe and municipality in and to that part of the premises

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taken or used for roads and/or alley purposes, and utility rights of way.

9. This policy should not be construed as insuring or agreeing to insure the quantity of land as set forth in the legal description of the subject real estate; any references to contiguity or an address in the schedules does not provide any assurances as to the contiguity or address of any of the land.
10. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
11. Possible municipal assessments, sewer use charges and/or impact fees levied by local governmental authority.
12. Company assumes no liability for tax increases arising out of retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
13. The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions.
14. This commitment/policy does not insure against any loss or damage arising out of subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
15. Easement from Fred J. Bender to Indiana Bell Telephone Company dated August 8, 1933 and recorded September 28, 1933 in Record 1, page 316. (Not specific as to location)
16. Utility Easement from Candlelight Development Corp. to Indiana Bell Telephone Company, Incorporated, it's successors and assigns, dated May 25, 1983 and recorded September 28, 1983 in Deed Record 83, page 2867.
17. Ameritech Non-Exclusive Easement from Candlelight Development Corporation to Indiana Bell Telephone Company a/k/a Ameritech Indiana, an Indiana Corporation, its successors and assigns, dated June 30, 2000 and recorded July 6, 2000 as Document No. 00014315.
18. Grant of Right-of-Way from Candlelight Development Corporation to the Board of Commissioners of the County of Tippecanoe dated May 25, 2000 and recorded June 8, 2000 as Document No. 00012005.
19. Temporary Grant of Right-of-Way from Candlelight Development Corporation to the Board of Commissioners of the County of Tippecanoe dated May 25, 2000 and recorded June 8, 2000 as Document No. 00012004.
20. Gas Line Easement from Candlelight Development Corporation to the Indiana Gas Company, Inc., an Indiana corporation, its successors and assigns, dated August 3, 1988 and recorded August 9, 1988 as Document No. 88-10482.
21. Limited Access Facility from Candlelight Development Corporation to the State of Indiana dated August 20, 1987 and recorded October 9, 1987 as Document No. 87-16115.
22. Gas Line Easement dated April 29, 1982 and recorded June 12, 1981 as Document No. 81-04966.
23. Minimum building lines, utilities, easements, rights-of-way, and other matters as shown on the ALTA/ACSM Land Title

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Survey by TBIRD Design Services Corporation as Job No. 040905, dated March 5, 2007 and recorded March 6, 2007 as Document No. 07004658.

- 24. 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.
- 25. *Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the , including, but not limited to, (i) an inability to search the Public Records after , or (ii) any delay in recordation of in the Public Records. (Owner's Policy)*
- 26. *Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the , including, but not limited to, (i) an inability to search the Public Records after , (ii) any delay in recordation of the documents creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely. (Loan Policy)*
- 27. Rights of tenants in possession under unrecorded leases.
- 28. **NOTE: this policy for loan policy does not insure title to the mobile homes located on the Land.**
- 29. **Note: First American Title Company hereby agrees, upon receipt of proper additional premium, to increase the face amount of the policies to be issued; subject, however, to the Conditions and Stipulations of this commitment and the underwriting rules and insurance regulations in effect at the date the additional insurance is requested.**

It would appear from the tax assessment that the property herein described is worth considerably more than \$1000.00, the amount of insurance applied for. In the event of partial loss, the insured shall be considered a co-insurer and the liability of the Company shall be pro-rata in the proportion said amount of insurance bears to the true value of the property.

30. Judgments:

10 Year Judgment search in the name(s) of:

Candlelight Development Corporation, and NONE FOUND.

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Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html> The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.


Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real

name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY <i>First American Title Insurance Company</i>
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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.

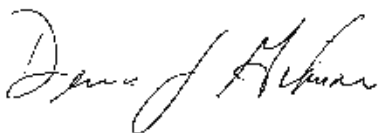
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



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Jeffrey S. Robinson, Secretary

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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.

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- (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>.

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