

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

38220479

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, Chicago 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.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Joe Neff Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Phone: 6148184837 Main Phone: (937) 223-8378 Email: Joe.Neff@CTT.com	Escrow Officer: Traci Walker Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Phone: 9372690463 Main Phone: (937)223-8378 Main Fax: 937-963-0843 Email: Traci.Walker@ctt.com

Order Number: 38220479**Property Address: Tipp Elizabeth Road, Tipp City, OH 45371****SCHEDULE A**

1. Commitment Date: August 31, 2022 at 06:59 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 - OH (12/01/2015)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount: \$100,000.00
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:
 - Grusenmeyer Land, LLC, an Ohio limited liability company acquired by deed of record in [Official Records Volume 737, Page 411](#), Recorder's Office, Miami County, Ohio.
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): **A01-000001, E09-005500, K30-014500 and K30-014530**

Parcel I:

Situate in the State of Ohio, County of Miami, Township of Staunton and being a part of Section One (1), Town One (1), Range Ten (10) M.R.S. and also being in Township of Elizabeth and being a part of Section Thirty-One (31), Town Two (2), Range Ten (10), M.R.S., and also being in the Township of Bethel and being a part of Section Six (6), Town One (1), Range Nine (9), M.R.S. and also being a part of Section Thirty-Six (36), Town Two (2), Range Nine (9), M.R.S., more particularly described as follows:

Beginning at a stone in the centerline of Childrens Home-Grayson Road, which marks the Northeast corner of Section 1, Staunton Township, same being the Northwest corner of Section 31, Elizabeth Township, thence South 54° 56' West, with the centerline of Childrens Home-Grayson Road, 108.22 feet to an iron pin, at the intersection of the centerline of State Route #202; thence South 41° 31' 20" East, with the centerline of State Route #202, 217.95 feet to an iron pin at the intersection of the centerline of the abandoned portion of Childrens Home-Grayson Road, same being the place of beginning of the tract herein described; thence South 41° 18' 40" East, with the centerline of State Route #202, 344.26 feet to a railroad spike, marking the P.C. of a curve to the right, having a radius of 4200.0 feet; thence Southeast, with said curve to the right, on the centerline of State Route #202, a total arc distance of 408.87 feet to a railroad spike, marking the P.T. of said curve; thence South 35° 44' East, with the centerline of State Route #202, 481.46 feet to a railroad spike, marking the P.C. of a curve to the right, having a radius of 2500.0 feet; thence Southeast with said curve to the right, on the centerline of State Route #202, a total arc distance of 345.91 feet to a railroad spike, marking the P.T. of said curve; thence South 27° 48' 20" East, with the centerline of State Route #202, 957.59 feet to a railroad spike; thence South 28° 00' 50" East, with the centerline of State Route #202, 1739.65 feet to a railroad spike, marking the P.C. of a curve to the left, having a radius of 3050.0 feet; thence Southeast, with said curve to the left, on the centerline of State Route #202, a total arc distance of 313.04 feet to a railroad spike at the P.T. of said curve; thence South 33° 53' 40" East, with the centerline of State Route #202, 668.7 feet to a railroad spike, marking the P.C. of a curve to the left, having a radius of 5200.0 feet; thence Southeast, with said curve to the left on the centerline of State Route #202, a total arc distance of 647.91 feet to a railroad spike at the P.T. of said curve; thence South 41° 02' East, with the centerline of State Route #202, 126.5 feet to a railroad spike, marking the intersection of the centerline of Tipp-Elizabeth Road to the West; thence South 63° 32' 50" West, with the centerline of Tipp-Elizabeth Road, 1213.42 feet to a railroad spike at the P.C. of a curve to the right, having a radius of 900.0 feet; thence Southwest, with said curve to the right, on the centerline of Tipp-Elizabeth Road, a total arc distance of 224.19 feet to a railroad spike, marking the P.T. of said curve; thence South 77° 49' 30" West, with the centerline of Tipp-Elizabeth Road, 2949.27 feet to a railroad spike; thence South 81° 14' 50" West, with the centerline of Tipp-Elizabeth Road and crossing Lost Creek, 182.30 feet to a railroad spike; thence North 86° 43' 10" West, with the centerline of Tipp-Elizabeth Road, 516.43 feet to a railroad spike, marking the P.C. of a curve to the left, having a radius of 172.0 feet; thence Southwest with said curve to the left, on the centerline of Tipp-Elizabeth Road a total arc distance of 258.19 feet to a railroad spike, marking the P.T. of said curve; thence South 7° 16' 30" West, with the centerline of Tipp-Elizabeth Road, 88.99 feet to a railroad spike, marking the P.C. of a curve to the right, having a radius of 137.0 feet; thence Southwest, with said curve to the right, on the centerline of Tipp-Elizabeth Road, a total arc distance of 161.60 feet to a railroad spike, marking the P.T. of said curve; thence South 74° 51' 30" West, with the centerline of Tipp-Elizabeth Road, 1443.86 feet to an iron pin on the East line of the Miami River as established by the Miami Conservancy District, said iron pin being under the Tipp-Elizabeth Road Bridge, which spans the Miami River; thence Northward, with the East line of the Miami River as established by the Miami Conservancy District by the following courses and distance thence North 23° 37' West, 85.0 feet to an iron pin; thence North 16° 32' West, 204.0 feet to an iron pin; thence North 4° 12' West 270 feet to an iron pin; thence North 1° 53' East, 376.0 feet to an iron pin; thence North 8° 25' East, 366. feet to an iron pin; thence North 5° 40' East, 267.0 feet to an iron pin; thence North 11° 52' West, 608.0 feet to an iron pin; thence North 28° 52' West, 288.0 feet to an iron pin; thence North 19° 37' West, 212.0 feet to an iron pin; thence North 33° 20' West, 235.0 feet to an iron pin; thence North 44° 31' 20" West, 303.7 feet to an iron pin; thence North

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EXHIBIT "A"

Legal Description

68° 19' 20" West, 290.0 feet to an iron pin; thence North 58° 30' 20" West, 275.0 feet to an iron pin; thence North 49° 01' 20" West, 237.0 feet to an iron pin; thence North 40° 45' 20" West, 310.0 feet to an iron pin; thence North 28° 14' 20" West, 286.0 feet to an iron pin; thence North 1° 43' 20" West, 216.0 feet to an iron pin; thence North 10° 42' 40" East, 460.0 feet to an iron pin; thence North 24° 41' 40" East, 110.0 feet to an iron pin; thence North 9° 35' 40" East, 200.0 feet to an iron pin; thence North 21° 06' 40" East, 180.0 feet to an iron pin; thence North 4° 04' 20" West, 300.0 feet to an iron pin; thence North 15° 13' 20" West, 238 feet to an iron pin; thence North 24° 23' 20" West, 225.0 feet to an iron pin; thence leaving the East bank of the Miami River, North 42° 49' 40" East, 484.0 feet to an iron pin; thence South 46° 07' 20" East 404.0 feet to an iron pin; thence South 86° 50' 20" East, 252.0 feet to an iron pin; thence North 42° 16' 40" East, 554.2 feet to an iron pin in the centerline of the abandoned portion of the Childrens-Home Grayson Road; thence with the centerline of the abandoned portion of the Childrens Home-Grayson Road by the following courses and distances; thence South 48° 09' 20" East, 30.0 feet to an iron pin; thence South 63° 02' 20" East, 839.9 feet to an iron pin; thence North 64° 43' 40" East, 1007.25 feet to an iron pin; thence North 63° 05' 40" East, crossing Lost Creek, 173.53 feet to an iron pin; thence North 73° 55' 40" East, 1297.42 feet to an iron pin; thence North 75° 10' 40" East, 444.73 feet to an iron pin; thence North 48° 28' 40" East, 341.18 feet to the place of beginning.

The above described parcel contains a total of 801.795 acres of which 406.491 acres are in Section 1 of Staunton Township, 224.023 acres are in Section 31, Elizabeth Township; 116.280 acres are in Section 6, Bethel Township and 55.001 acres are in Section 36, Bethel Township.

Description prepared by Richard w. Klockner, Professional Surveyor, in accordance with a survey filed in the Miami County Engineer's Records of Land Surveys Volume 28, Page 155.

Parcel II:

Situated in the Township of Bethel, County of Miami and State of Ohio and being a part of Section 6, Town 1, Range 9, and a part of Section 36, Town 2, Range 9, more particularly described as follows:

Beginning at the northwest corner of the northwest quarter of Section 36; thence South 4° 26' 0" West along the west line of Section 36 a distance of 1,244.59 feet to a point on the centerline of the vacated Tipp-Elizabeth Road, marking the place of beginning on the tract herein described; thence North 77° 49' 30" East a distance of 529.96 feet to a railroad spike; thence South 12° 7' 3" East a distance of 0.52 feet to a railroad spike; thence South 77° 52' 57" West a distance of 147.05 feet to a railroad spike; thence with a curve to the left, with a radius of 6,009.27 feet, an interior angle of 6° 40' 0", a distance of 699.21 feet to a railroad spike, the long chord bears South 74° 32' 57" West, 698.82 feet; thence South 71° 12' 57" West a distance of 429.12 feet to a railroad spike; thence with a curve to the right having a radius of 3,734.27 feet, an interior angle of 3° 40' 52", a distance of 239.92 feet to a railroad spike, the long chord bears South 73° 3' 23" West, 239.88 feet; thence South 74° 53' 49" West, a distance of 457.10 feet to a point; thence with a curve to the left with a radius of 137.00 feet, an interior angle of 60° 24' 46", a distance of 144.45 feet to a point, the long chord bears North 37° 29' 17" East, 137.85 feet; thence North 7° 16' 54" East a distance of 88.9 feet to a point; thence with a curve to the right having a radius of 172.00 feet, an interior angle of 86° 0' 20", a distance of 258.19 feet to a point, the long chord bears North 50° 17' 4" East, 234.62 feet; thence South 86° 42' 46" East a distance of 516.24 feet to a point; thence North 81° 17' 0" East a distance of 182.36 feet to a point; thence North 77° 49' 30" East a distance of 414.25 feet to the place of beginning, containing 3.9823 acres, of which 3.9429 acres are in Section 6 and 0.0394 acres is in Section 36.

This description was prepared by Gregg S. Brookhart, Ohio Registered Surveyor Number 6348, in accordance with a survey filed in Volume 38, Page 194, of the Miami County Engineer's Records of Land Surveys.

Parcel III:

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EXHIBIT "A"

Legal Description

Situated in the State of Ohio, County of Miami, Township of Staunton and being a part of Fractional Section 1, Town 1, Range 10 M.R.S. more particularly described as follows: Beginning at the cornerstone at the Northeast Corner of said Section 1, thence South 54 degrees 56 minutes 00 seconds West, 108.22 feet along the centerline of Childrens Home Road to an iron pin in the centerline of State Route No. 202, thence South 41 degrees 31 minutes 20 seconds East, 217.95 feet along the centerline of State Route No. 202 to an iron pin, thence South 48 degrees 28 minutes 40 seconds West, 341.18 feet to an iron pin found, thence South 75 degrees 10 minutes 40 seconds West, 444.73 feet to an iron pin found, thence South 73 degrees 55 minutes 40 seconds West, 1297.42 feet to an iron pin found at the place of beginning of the tract herein described;

thence South 63 degrees 05 minutes 40 seconds West, 173.53 feet crossing the old Childrens Home Road bridge to an iron pin found;

thence South 64 degrees 43 minutes 40 seconds West, 1007.25 feet to a capped iron pin set;

thence North 63 degrees 05 minutes 20 seconds West, 839.90 feet to an iron pin found;

thence North 42 degrees 16 minutes 25 seconds East, 743.39 feet to an iron pin found;

thence North 19 degrees 15 minutes 10 seconds East, 186.00 feet to a MCD Monument found;

thence North 15 degrees 16 minutes 35 seconds East, 40.00 feet to a point in the center of Spring Slough;

thence with the centerline of Spring Slough South 76 degrees 56 minutes 20 seconds East, 483.86 feet to a point, witness an iron pin found North 21 degrees 30 minutes 03 seconds East, 15.00 feet;

thence with the centerline of Spring Slough South 68 degrees 52 minutes 15 seconds East, 122.03 feet to a point, witness an iron pin found North 21 degrees 30 minutes 03 seconds East, 15.00 feet;

thence with the centerline of Spring Slough South 56 degrees 59 minutes 20 seconds East, 489.38 feet to the approximate centerline of Lost Creek;

thence South 35 degrees 08 minutes 55 seconds East, 277.23 feet with the approximate centerline of Lost Creek to a point;

thence North 63 degrees 05 minutes 40 seconds East, 82.78 feet to a capped iron pin set;

thence South 26 degrees 54 minutes 20 seconds East, 30.00 feet to the place of beginning containing 25.596 acres, more or less.

This description prepared from a field survey by Michael H. Treon, Registered Surveyor No. 5621 a plat of which is filed in the Miami County Engineer's Record of Land Surveys Volume No. 47 Plat No. 108.

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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. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
6. Approval of the legal description as contained in Schedule "A" herein by the Miami County Auditor's Office. A copy was submitted to the County on September 12, 2022.
7. Deed from Grusenmeyer Land, LLC, an Ohio limited liability company, by its duly authorized member(s), conveying the premises herein to a Purchaser to be determined.
8. Copy of Operating Agreement and all amendments thereto and resolution of Grusenmeyer Land, LLC, an Ohio limited liability company, authorizing the execution of the above deed.
9. Certificate of Good Standing from the Ohio Secretary of State for Grusenmeyer Land, LLC.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. The Proposed Policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
12. Due to office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our PERSONAL UNDERTAKING (GAP) to be signed by all parties.
13. ALTA survey satisfactory to the Company will be required if the survey exceptions are to be deleted from the final policy.

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

14. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
15. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
16. Further exceptions and/or requirements may be made upon review of the proposed documents creating the interest or estate to be insured and/or further ascertaining details of the transaction.
17. 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.
18. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
19. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.

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. 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. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
8. 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).
9. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
10. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familiar 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.
11. Rights of public to use those portions of subject premises lying within the confines of public roads and highways.
12. Representations of the acreage or area in the property descriptions in Schedule A, or on the survey, if any.
13. Rights of upper and lower and abutting riparian owners and the public generally in and to the waters of the Great Miami River, Lost Creek and Honey Creek to the uninterrupted natural flow thereof, free of pollution from insured

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SCHEDULE B, PART II
EXCEPTIONS
 (continued)

premises, and subject to the possibility of avulsion, and to the possibilities of accretion, erosion, reliction and submergence which might change boundaries established by said Great Miami River, Lost Creek and Honey Creek.

14. Easements, if any, for public utilities or facilities installed in any portion of the vacated street/alley, herein described prior to the vacation thereof, together with the right of ingress and egress to repair, maintain, replace and remove same.
15. Obligations, rights, and restrictions contained in Agreement by and between Bernard F. Timmer and Louisa Timmer, Edward H. Timmer and Florence Timmer, Albert W. Timmer and Lota H. Timmer, Callie Timmer, Matilda Meyer, Augusta Peters and Charles Peters, Ella Davis and Elisha B. Davis, Minnie Musselman and Samuel E. Musselman, Timothy S. Conway, Albert J. Conway and Georgianna L. Conway, Mary Conway Fuller and Horace Fuller and Bernard F. Timmer as Trustee and The Miami Conservancy District, of record in [Deed Book 174, Page 137](#), Recorder's Office, Miami County, Ohio.
16. Rights and restrictions contained in deed to Frances Ottley Wood, of record in [Deed Book 238, Page 549](#) and also contained in Notice filed by The Miami Conservancy District of record in [Deed Book 410, Page 522](#), and Affidavits executed by The Miami Conservancy District of record in [Deed Book 621, Page 165](#) and [Deed Book 621, Page 168](#), all of the Recorder's Office, Miami County, Ohio.

As affected by Release, of record in [Deed Book 9, Page 44](#), Recorder's Office, Miami County, Ohio.
17. Rights and restrictions contained in deed to Trojan Farms, Inc., of record in [Deed Book 244, Page 436](#) and also contained in Notice filed by The Miami Conservancy District of record in [Deed Book 409, Page 489](#), and Affidavits executed by The Miami Conservancy District of record in [Deed Book 621, Page 168](#) and [Deed Book 621, Page 174](#), all of the Recorder's Office, Miami County, Ohio.
18. Right-of-Way Grant and easement to The Dayton Power and Light Company, of record in [Misc. Book 7, Page 299](#), Recorder's Office, Miami County, Ohio.
19. Easement to The Dayton Power and Light Company, of record in [Deed Book 346, Page 341](#), Recorder's Office, Miami County, Ohio.
20. Easement to Miami Valley Development Company, of record in [Deed Book 446, Page 442](#), Recorder's Office, Miami County, Ohio.
21. Grant of Pipe Line Easement to Inland Corporation, of record in [Deed Book 471, Page 104](#), Recorder's Office, Miami County, Ohio.
22. Easement for Highway Purposes to Miami County Commissioners, of record in [Deed Book 597, Page 545](#), Recorder's Office, Miami County, Ohio.
23. Easements, rights, obligations, and covenants contained in Cross Easement Agreement between Leo A. Grusenmeyer, Trustee of the Leo A. Grusenmeyer Trust, UTA dated February 3, 1998 and Mary C. Grusenmeyer, Trustee of the Mary C. Grusenmeyer Trust, UTA dated February 3, 1998 and Beverly A. Fulton, Trustee of the

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SCHEDULE B, PART II
EXCEPTIONS
 (continued)

Beverly A. Fulton Trust, UTA dated July 14, 1992, of record in [Official Records Volume 735, Page 389](#), Recorder's Office, Miami County, Ohio.

24. Deed of Easement to the State of Ohio, of record in [Official Records Volume 757, Page 258](#), Recorder's Office, Miami County, Ohio.
25. Easements, restrictions, and privileges contained in Deed of Conservation Easement to The Miami Conservancy District, of record in [Official Records Volume 758, Page 789](#), Recorder's Office, Miami County, Ohio.
26. Easement to The Miami Conservancy District, of record in [Official Records Volume 767, Page 482](#), Recorder's Office, Miami County, Ohio.
27. Mortgage from Grusenmeyer Land, LLC, an Ohio limited liability company, in the original amount of \$ [REDACTED], dated December 8, 2014, to Farm Credit Mid-America, FLCA, of record in [REDACTED], Recorder's Office, Miami County, Ohio.

28. Tax Parcel Desc.: 10-1-1 S Pt NW & NE, SE QTR & E 1/2 SW 31.963 Ac. in Conservation Easement

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID K30-014500) for the first half of the year 2021 in the net amount of \$4,520.97 are PAID; taxes for the second half of the year 2021 in the net amount of \$4,520.97 are PAID.

Tax valuation: Land Only: \$801,890

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

29. Tax Parcel Desc.: 10-2-31 SW Cors of NW, SW & SE 10.531 Ac. in Conservation Easement

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID E09-005500) for the first half of the year 2021 in the net amount of \$1,651.43, plus \$17.62 Wauger DT MT assessment, total \$1,669.05 are PAID; taxes for the second half of the year 2021 in the net amount of \$1,651.43 are PAID.

Tax valuation: Land Only: \$439,670

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

There will be a Wauger DT MT Assessment with the future installments of taxes, the exact amount(s) of which is not known at this time.

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

30. Tax Parcel Desc.: 9-1-6 N PT Frac Sec & 9-2-36 N PT NW & PT NE 14.128 Ac Conservation Easement

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID A01-000001) for the first half of the year 2021 in the net amount of \$2,249.79 are PAID; taxes for the second half of the year 2021 in the net amount of \$2,249.79 are PAID.

Tax valuation: Land Only: \$361,970

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

31. Tax Parcel Desc.: 10-1-1 E CEN PT NW & W CEN PT NE

Taxes, listed in the name(s) of Grusenmeyer Land LLC, (Parcel ID K30-014530) for the first half of the year 2021 in the net amount of \$280.74 are PAID; taxes for the second half of the year 2021 in the net amount of \$280.74 are PAID.

Tax valuation: Land Only: \$56,000

The above tax listing as to caption premises is currently valued at a reduced rate under Section 5713.31 Revised Code. Said "Current Agricultural Use Value" will revert to the regular rate if not maintained under said section and is subject to the right of the County as to tax recoupment pursuant to ORC 5713.34 regarding conversion of subject premises to a use other than agricultural.

32. Taxes and assessments for the year 2022 and thereafter are a lien but are not yet due and payable.

Taxes or special assessments which are not shown as existing liens by the public records.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

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

Effective August 1, 2021

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request 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 without your consent.

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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 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 your 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.

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The FNF Websites 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. 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.

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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 as required or authorized by contract with the mortgage loan servicer or lender, or 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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

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