



For service on this order please contact:

Attn:

Sylvia Diaz, Escrow Officer
Phone: (602) 648-3308
Email: sdiaz@wfgtitle.com
Craig Leonard, Title Officer

SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: **WFG National Title Insurance Company**
Issuing Office: **2777 E Camelback Road, Suite 110, Phoenix, AZ 85016**
ALTA Universal ID:
Loan ID Number: **Not Available**
Commitment Number: **23-112193**
Issuing Office File Number:
Property Address: **XXXX Vacant Land, Scottsdale, AZ 85250**
Revision Number: **5**

1. Commitment Date: **February 23, 2023 at 8:00 a.m.**

2. Policy or Policies to be issued:

ALTA® Standard Owner's Policy (06-17-06)	Amount:	\$38,000,000.00
Proposed Insured: DIN/CAL 4, INC.		

ALTA® Ext Loan Policy (06-17-06)	Amount:	TBD
Proposed Insured: TBD		

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:

Legacy 76, LLC

5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

For Informational Purposes Only:

Address: **XXXX Vacant Land, Scottsdale, AZ 85250**
County: **Maricopa**
Tax Account No.: **212-36-009D**

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EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property in the County of Maricopa, State of Arizona, described as follows:

THAT PORTION OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 26, BEING MARKED BY AN ADOT HIGHWAY DIVISION ALUMINIUM CAP STAMPED LS16870, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY THE GLO BRASS CAP STAMPED 1914 BEARS SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 2641.99 FEET;

THENCE ALONG THE EAST-WEST MID-SECTION LINE, SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 194.70 FEET TO A POINT ON THE CENTER LINE OF MILLER ROAD AS DEDICATED ON STATE RIGHT OF WAY #16-119941 AND THE POINT OF BEGINNING;

THENCE ALONG SAID CENTER LINE OF MILLER ROAD, SOUTH 11 DEGREES 04 MINUTES 34 SECONDS EAST 182.59 FEET TO AN ANGLE POINT ON THE CENTER LINE OF SAID LEGACY ROAD;

THENCE DEPARTING SAID CENTER LINE OF MILLER ROAD ALONG THE CENTER LINE OF LEGACY BOULEVARD AS DEDICATED IN STATE RIGHT OF WAY #16-119941, SOUTH 78 DEGREES 54 MINUTES 18 SECONDS WEST, A DISTANCE OF 488.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

SAID CURVE BEING CONCAVE NORTHEASTERLY THROUGH AN ANGLE OF 45 DEGREES 06 MINUTES 31 SECONDS, HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 629.84 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;

THENCE DEPARTING SAID CENTER LINE OF LEGACY BOULEVARD AS DEDICATED IN STATE RIGHT OF WAY #16-119941, NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 410.32 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 44 SECONDS EAST, A DISTANCE OF 365.64 FEET TO A POINT;

THENCE NORTH 87 DEGREES 27 MINUTES 38 SECONDS EAST, A DISTANCE OF 948.33 FEET TO THE CENTER LINE OF MILLER ROAD AS DEDICATED IN STATE RIGHT OF WAY #16-119941 AND A NON-TANGENTIAL CURVE TO THE LEFT THROUGH AN ANGLE OF 11 DEGREES 21 MINUTES 57 SECONDS, HAVING A RADIUS OF 1610.00 FEET AND AN ARC LENGTH OF 319.38 FEET TO A POINT OF TANGENCY AND THE CENTER LINE OF MILLER ROAD AS DEDICATED IN STATE RIGHT OF WAY #16-119941, THENCE SOUTH 11 DEGREES 04 MINUTES 34 SECONDS EAST A DISTANCE OF 355.82 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZERS OR EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR OF THIS STATE, OR DECISIONS OF THE COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA PURSUANT TO DEED RECORDED AS DOCUMENT NO. 2023-0273899, OF OFFICIAL RECORDS.

SAID PARCEL CONTAINING 20.558 ACRES, MORE OR LESS.

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COMMITMENT FOR TITLE INSURANCE
 Issued By
WFG National Title Insurance Company

SCHEDULE B, PART I
REQUIREMENTS

The following requirements are to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to-wit:
 - a. Requirement satisfied.
 - b. Deed from Legacy 76 LLC to DIN/CAL 4, INC.
 - c. Deed of Trust from DIN/CAL 4, INC. to to Follow
2. Payment of all premiums, fees and charges for the policy.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
4. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year:	2022
Tax Type:	County
Tax ID No.:	212-36-009D
Taxing Entity:	Maricopa County Treasurer
Total Annual Tax:	\$0.00
First Installment:	\$0.00
First Installment Status:	Paid
First Installment Due/Paid Date:	October 1, 2022
First Installment Delinquent Date:	November 2, 2022
Second Installment:	\$0.00
Second Installment Status:	Paid
Second Installment Due/Paid Date:	March 1, 2023
Second Installment Delinquent Date:	May 2, 2023
Notes:	View Taxes

5. The Company's review and approval of an updated title search through the date of closing or such earlier date as the Company may accept.
6. The Company's review and acceptance of an Affidavit of Possession and No Liens, and the Company's review of the potential exposure for construction liens.
7. The Company reserves the right to exclude from coverage matters disclosed by the Affidavit or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

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8. FURNISH UPDATED PLAT OF SURVEY acceptable to the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follow:

"This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS includes items 2, 8, 11 and 13 of Table A thereof. The field work was completed on []."

Additionally, the Certification must include "WFG National Title Insurance Company."

9. NOTE REGARDING ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED:

(A) Survey must include items 6, 7 (a), 7 (b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included;

(B) FURNISH the Company with a Letter or Certificate from the local zoning authority stating:

Zoning classification and vesting date of the land;
Permitted uses under that classification;
Improvements on land constitute a permitted use;
No notice of violation has been issued.

THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items.

10. The Company requires an inspection of subject property to be made to determine potential lien rights and survey requirements, if any and other extended coverage matters with a supplemental report to follow.
11. FURNISH the Company with proper Certificate by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any Options to Renew, SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAINS A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, Exception No. [] of Schedule B will be limited to those parties identified in the Certificate.

NOTE: If any leases are to be subordinated THE FORM OF SUBORDINATION MUST BE APPROVED by the Company PRIOR TO CLOSE OF ESCROW.

12. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.

13. FURNISH an Owner's Affidavit and Indemnity Agreement for the benefit of WFG National Title Insurance Company executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.
14. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
15. Requirement satisfied.

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16. Evidence should be submitted proving the corporate existence and domicile of Legacy 76, LLC , together with evidence of the identity and authority of the parties to execute the forthcoming instrument.
17. Requirement satisfied.
18. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
19. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements and/or exceptions upon examination
20. Requirement satisfied.
21. Evidence should be submitted proving the corporate existence of DIN/CAL 4, INC., together with evidence of the identity and authority of the parties to execute the forthcoming instrument.

END OF REQUIREMENTS

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INFORMATIONAL NOTES

- NOTE 1: All of the recording information contained herein refers to the Public Records of County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Record Books of said county, unless indicated to the contrary.
- NOTE 2: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."
- NOTE 3: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.
- NOTE 4: The following is incorporated herein for information purposes only and is not part of the exception from coverage (Schedule B-II of the commitment and Schedule B of the policy): The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

Deed
 Grantee(s): Legacy 76, LLC
 Grantor(s): State of Arizona
 Dated: April 24, 2023
 Recorded Date: May 25, 2023
 Recording No: 2023-0273899, of Official Records
 COMMENTS: [View Image](#)

End of Schedule B-I

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COMMITMENT FOR TITLE INSURANCE

Issued By

WFG National Title Insurance Company**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. 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 covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Any rights, interests or claims of parties in possession not shown by the public records.
4. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
5. Any encroachment, encumbrance, violation, conflict in boundary line(s), shortage in area, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey and/or physical inspection of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Easements or claims of easements not shown by the public records.
8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; and (c) Oil, natural gas, coal, fissionable materials or other minerals previously conveyed, leased or retained by prior owners, 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.
9. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
10. Water rights, and claims or title to water, whether or not shown by the Public Records.
11. Reservations and/or exceptions contained in the patent from the State of Arizona.

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12. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023.
13. Any facts, rights, interests or claims that are not shown by the public records but that could be ascertained by an inspection of the land of that may be asserted by possessions thereof.
14. Any action by the Maricopa County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of policy of title insurance.
15. Intentionally deleted.
16. Intentionally deleted.
17. Intentionally deleted.
18. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens, if any provided in the plat recorded in [Book 352 of Maps, page 28](#), of Official Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
19. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens, if any provided in the plat recorded in [Book 395 of Maps, page 21](#), of Official Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
20. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens, if any provided in the plat recorded in [Book 416 of Maps, page 13](#), of Official Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Affidavit of Correction recorded on January 22, 1997, in [1997-0040700](#), of Official Records.

21. The right of the State of Arizona to Prohibit, Limit and Control Access to the Limited Access Highway as set forth in [2018324357](#), of Official Records.
22. Third Amended and Restated Development Agreement by and between The City of Scottsdale and The Arizona State Land Department and the terms and provisions thereof, recorded as Document No. [2018-456551](#) of Official Records of Maricopa County, Arizona.
23. Reservations and/or exceptions contained in the patent from the State of Arizona recorded on May 25, 2023, in [2023-0273899](#), of Official Records.
24. All matters that may be ascertained from a search of the records of the State Land Office leading up to April 24, 2023. This Exception will be removed upon examination of the records.

End of Schedule B-II

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COMMITMENT FOR TITLE INSURANCE

Issued By
WFG National 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 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, WFG National Title Insurance Company, a South Carolina 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.

In Witness Whereof, WFG National Title Insurance Company has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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CPL FEE APPROVED IN ARIZONA

The Arizona State Legislature adjourned on April 24 where the following bill was passed and signed into law by Governor Janice K. Brewer. The general effective date for legislation is July 24, 2014 unless otherwise stated.

SB 1047 Closing protection letters; escrow agents

This legislation permits a title insurer to provide a closing protection letter to any person that is a party to a transaction in which a title insurance policy will be issued; requires a title insurer to charge each party receiving the closing protection letter a fee of up to \$25 which is earned upon the closing of the transaction; states the fee is not subject to any agreement requiring a division of fees or premiums collected on behalf of the title insurer.

SB 1047 was signed by the Governor on April 24, 2014.

When operating as a direct underwriter, as WFG National Title Insurance Company does in Arizona, a CPL is not necessary or normally requested.

Please make sure to check with your local service provider to confirm if this new fee applies to your next transaction.



Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities ("Do Not Track"), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button, or the Google+, that particular social network's plug-in will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG's privacy notice or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
 WFG NATIONAL TITLE INSURANCE COMPANY
 WFG LENDER SERVICES, LLC
 WFGLS TITLE AGENCY OF UTAH, LLC
 WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
 WFG NATIONAL TITLE COMPANY OF CALIFORNIA
 WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
 UNIVERSAL TITLE PARTNERS, LLC
 VALUTRUST SOLUTIONS, LLC
 MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE
 SOLUTIONS & TECHNOLOGY, LLC)
 WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

Rev 12.20.2022

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com

Mail-In Form										
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:									
	<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.									
	<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.									
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.									
	<table border="1"> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>City, State, Zip</td> <td></td> </tr> <tr> <td>File Number</td> <td></td> </tr> </table>	Name		Address		City, State, Zip		File Number		Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 th Pkwy, #350 Portland, OR 97223
Name										
Address										
City, State, Zip										
File Number										

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p>Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california</p> <p>Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon</p>	