

## Commitment

Commonwealth Land Title - Arizona  
2390 E. Camelback Road, Suite 230, Phoenix, AZ  
85016

Escrow Officer: Becky Nisbet  
Email: [bnisbet@cltic.com](mailto:bnisbet@cltic.com)  
File No.: 24000063-040-BN1-APC

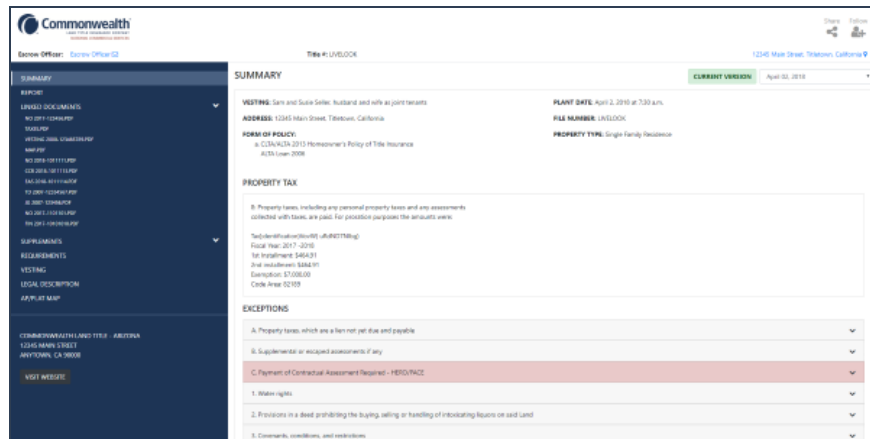
Property Address: 10301 N 92nd Street, Scottsdale, AZ 85258

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# COMMITMENT FOR TITLE INSURANCE

*Issued by*

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

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

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street,

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- road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule 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 is not liable for any other amendment to this Commitment.
  5. **LIMITATIONS OF LIABILITY**
    - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      - i. comply with the Schedule 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 is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
    - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- 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 is restricted to the terms and provisions of this Commitment.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, 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 IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PROFORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as

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

Issuing Agent: Commonwealth Land Title Insurance Company NCS  
Issuing Office: 2390 E. Camelback Road, Suite 230, Phoenix, AZ 85016  
Escrow Officer: Becky Nisbet  
Email Address: bnisbet@cltic.com  
Title Officer: Andrew Platt [andrew.platt@cltic.com](mailto:andrew.platt@cltic.com) 602-287-3533  
ALTA® Universal ID:  
Loan ID Number:  
Reference Number:  
Issuing Office File Number: 24000063-040-BN1-APC  
Property Address: 10301 N 92nd Street, Scottsdale, AZ 85258  
Revision Number:

## SCHEDULE A

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **January 9, 2024 at 7:30 am**
2. Policy to be issued:
  - (a) **ALTA 2006 Extended Owner's Policy**  
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**  
Proposed Amount of Insurance: **\$100,000.00**  
The estate or interest to be insured: **A FEE, as to Parcel No. 1, 2, 3, 4 and 5 and AN EASEMENT, as to Parcel No. 3A**
  - (b) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured: **A FEE**
  - (c) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
**A FEE, as to Parcel No. 1, 2, 3, 4 and 5 and AN EASEMENT, as to Parcel No. 3A**
4. The Title is, at the Commitment Date, [vested in:](#)  
**Ironwood 92 Partners LLC, an Arizona limited liability company**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

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**SCHEDULE A**  
(Continued)

**Commonwealth Land Title Insurance Company**

By: *Natalie Bombardieri*  
Authorized Signature

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81C170B ALTA Commitment for Title Insurance (Effective 7-1-21) Page 2

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**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (217-39-537B)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 2642.28 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1820.03 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 729.08 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 435.60 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 35.06 FEET;

THENCE SOUTH 62 DEGREES 00 MINUTES 22 SECONDS WEST, A DISTANCE OF 297.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 92<sup>ND</sup> STREET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 320.29 FEET;

THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 68.16 FEET;

THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.69 FEET;

THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 95.22 FEET;

THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 229.55 FEET;

THENCE NORTH 62 DEGREES 00 MINUTES 22 SECONDS EAST, A DISTANCE OF 150.35 FEET;

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**EXHIBIT A**  
(Continued)

THENCE SOUTH 27 DEGREES 59 MINUTES 38 SECONDS EAST, A DISTANCE OF 19.97 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 2642.28 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1820.03 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 729.08 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 435.60 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 35.06 FEET;

THENCE SOUTH 62 DEGREES 00 MINUTES 22 SECONDS WEST, A DISTANCE OF 156.21 FEET;

THENCE NORTH 27 DEGREES 59 MINUTES 38 SECONDS WEST, A DISTANCE OF 93.53 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.00 FEET;

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**EXHIBIT A**  
(Continued)

THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 52.00 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.50 FEET;  
THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 21.50 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 13.00 FEET;  
THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.50 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 59.50 FEET TO  
THE POINT OF BEGINNING.

PARCEL NO. 2: (217-37-536)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF  
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, BEING MARKED BY A FOUND BRASS CAP  
IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30, BEING MARKED BY  
A FOUND BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, A  
DISTANCE OF 2642.28 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID  
NORTHEAST QUARTER, A DISTANCE OF 1820.03 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, DEPARTING SAID NORTH LINE, A  
DISTANCE OF 729.08 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 435.60 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 35.06 FEET;

THENCE SOUTH 62 DEGREES 00 MINUTES 22 SECONDS WEST, A DISTANCE OF 156.21 FEET;

THENCE NORTH 27 DEGREES 59 MINUTES 38 SECONDS WEST, A DISTANCE OF 93.53 FEET TO THE  
POINT OF BEGINNING;

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.00 FEET;

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**EXHIBIT A**  
(Continued)

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 18.00 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 52.00 FEET;  
THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 52.00 FEET;  
THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 20.00 FEET;  
THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 52.00 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.50 FEET;  
THENCE NORTH 62 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 21.50 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 13.00 FEET;  
THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.50 FEET;  
THENCE SOUTH 27 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 59.50 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3: (217-36-989B)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 00 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 2641.73 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1821.14 FEET TO THE WEST LINE OF THE EAST 500.00 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 729.19 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 300.00 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER;

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**EXHIBIT A**  
(Continued)

THENCE SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 435.60 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 500.00 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER;

THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 435.60 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3A:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, UTILITIES AND SIGNAGE AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT EXECUTED BY 9221 ICON, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND 92ND STREET WEST CONDOMINIUM ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION RECORDED MARCH 30, 2018 IN [RECORDING NO. 2018-0243423](#) AND FIRST AMENDMENT RECORDED JULY 03, 2019 IN [RECORDING NO. 2019-0506312](#), RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 4: (217-39-537A)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30. BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 2642.28 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1820.03 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 631.77 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 532.92 FEET;

THENCE NORTH 27 DEGREES 59 MINUTES 38 SECONDS WEST, A DISTANCE OF 19.97 FEET;

THENCE SOUTH 62 DEGREES 00 MINUTES 22 SECONDS WEST, A DISTANCE OF 150.35 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 229.55 FEET;

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 95.22 FEET:

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**EXHIBIT A**  
(Continued)

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.69 FEET;

THENCE SOUTH 62 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 68.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 92ND STREET;

THENCE NORTH 27 DEGREES 57 MINUTES 50 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 133.79 FEET;

THENCE NORTH 62 DEGREES 19 MINUTES 22 SECONDS EAST, DEPARTING SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 54.37 FEET;

THENCE SOUTH 27 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 36.00 FEET;

THENCE NORTH 62 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 147.65 FEET;  
THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 41.76 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 6.77 FEET;

THENCE NORTH 62 DEGREES 05 MINUTES 02 SECONDS EAST, A DISTANCE OF 57.19 FEET;

THENCE NORTH 27 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 18.08 FEET;

THENCE NORTH 62 DEGREES 05 MINUTES 02 SECONDS EAST, A DISTANCE OF 27.00 FEET;

THENCE SOUTH 27 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.08 FEET TO A POINT ON THE SOUTHERLY FACE OF AN EXISTING BUILDING;

THENCE NORTH 62 DEGREES 05 MINUTES 02 SECONDS EAST, ALONG THE FACE OF SAID EXISTING BUILDING, A DISTANCE OF 50.58 FEET;

THENCE SOUTH 27 DEGREES 38 MINUTES 36 SECONDS EAST, DEPARTING THE FACE OF SAID EXISTING BUILDING, A DISTANCE OF 21.95 FEET;

THENCE NORTH 61 DEGREES 48 MINUTES 01 SECONDS EAST, A DISTANCE OF 36.44 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.95 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 37 SECONDS WEST, A DISTANCE OF 41.00 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 29.63 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 37 SECONDS WEST, A DISTANCE OF 27.00 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 29.63 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 37 SECONDS WEST, A DISTANCE OF 122.16 FEET;

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**EXHIBIT A**  
(Continued)

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5: (217-39-537C)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30, BEING MARKED BY A FOUND BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 2642.28 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1820.03 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 484.63 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 147.13 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 45.00 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 37 SECONDS WEST, A DISTANCE OF 147.13 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

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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. 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.
6. Compliance with Company policies relating to absentee owners, if applicable.
7. 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 or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. 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.
9. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

Note: No contact information can be found of record for the McCormick Ranch Property Owners' Association pursuant to ARS 33-1807(J).

10. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):                      Ironwood 92 Partners, LLC, an Arizona limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

11. Furnish a plat of an ALTA/NSPS Land Title Survey. If the owner of subject property is in possession of a current ALTA/NSPS Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6, 8, 10, 11, 16 and 18 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Commonwealth Land Title Insurance Company.

12. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
13. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company:        Ironwood 92 Partners LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

## 14. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$5,800,000.00  
Dated: April 29, 2021  
Trustor/Grantor: Ironwood 92 Partners, LLC, an Arizona limited liability company  
Trustee: Metro Phoenix Bank  
Beneficiary: Metro Phoenix Bank  
Recording Date: April 30, 2021  
Recording No: [20210489710](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Ironwood 92 Partners LLC, an Arizona limited liability company and Alerus  
Financial, N.A.  
Recording Date: July 20, 2023  
Recording No: [20230377636](#)

## 15. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$2,500,000.00  
Dated: April 30, 2021  
Trustor/Grantor: Ironwood 92 Partners, LLC, an Arizona limited liability company  
Trustee: Banterra Bank  
Beneficiary: Banterra Bank  
Recording Date: May 3, 2021  
Recording No: [20210495975](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Ironwood 92 Partners LLC, an Arizona limited liability company and Banterra  
Bank  
Recording Date: August 3, 2022  
Recording No: [20220618734](#)  
Recording Date: August 19, 2022  
Recording No: [20220654775](#)  
Recording Date: August 19, 2022  
Recording No: [20220656567](#)

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

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

16. Furnish a copy of the Cancellation Instruction (Credit Line Authorization), signed by the Borrower and sent to the Lender, for the Deed of Trust shown in Requirement No. 15.

17. Furnish for recordation a full release of the Assignment of Rents

Executed by: Ironwood 92 Partners, LLC, an Arizona limited liability company  
To: Banterra Bank  
Assignee of Secured Party: None  
Recording Date: May 3, 2021  
Recording No: [20210495976](#)

18. Furnish for recordation a termination statement terminating the financing statement described below

Debtor: Ironwood 92 Partners, LLC  
Secured Party: Banterra Bank  
Assignee of Secured Party: None  
Recording Date: May 3, 2021  
Recording No: [20210495977](#)

19. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$2,400,000.00  
Dated: September 29, 2022  
Trustor/Grantor: Ironwood 92 Partners LLC, an Arizona limited liability company  
Trustee: Ronald B. Herb  
Beneficiary: Capital Fund I, LLC, an Arizona limited liability company  
Recording Date: September 30, 2022  
Recording No: [20220747945](#)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Capital Fund REIT, LLC, an Arizona limited liability company  
Recording Date: November 14, 2022  
Recording No: [20220836808](#)  
(Parcel No. 1 and 2)

20. Furnish for recordation a termination statement terminating the financing statement described below

Debtor: Ironwood 92 Partners LLC, an Arizona limited liability company  
Secured Party: Capital Fund I  
Assignee of Secured Party: None  
Recording Date: September 30, 2022  
Recording No: [20220747946](#)

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
 (Continued)

21. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed  
 Grantor(s): Ironwood 92 Partners, LLC, an Arizona limited liability company  
 Grantee(s): Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 Schedule A

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year: 2023  
Tax Parcel No: [217-39-537A](#)  
 Total Tax: \$69,424.82  
 First Installment Amount: \$ Paid  
 Second Installment Amount: \$34,712.41  
 (Parcel No. 4)

Year: 2023  
Tax Parcel No: [217-39-537C](#)  
 Total Tax: \$1,304.70  
 First Installment Amount: \$ Paid  
 Second Installment Amount: \$652.35  
 (Parcel No. 5)

Year: 2023  
Tax Parcel No: [217-39-537B](#)  
 Total Tax: \$10,710.72  
 First Installment Amount: \$ Paid  
 Second Installment Amount: \$5,355.36  
 (Parcel No. 1)

Year: 2023  
Tax Parcel No: [217-39-536](#)  
 Total Tax: \$22,050.88  
 First Installment Amount: \$ Paid  
 Second Installment Amount: \$11,025.44  
 (Parcel No. 2)

Year: 2023  
Tax Parcel No: [217-36-989B](#)  
 Total Tax: \$17,703.38  
 First Installment Amount: \$ Paid  
 Second Installment Amount: \$8,851.69  
 (Parcel No. 3)

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

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**END OF SCHEDULE B – Part I**

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81C170B ALTA Commitment for Title Insurance (Effective 7-1-21) Page 15

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## SCHEDULE B – PART II EXCEPTIONS

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

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

- A. 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.
- 1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2023 Taxes.
- 2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2024.
- 3. Reservations contained in the Patent

From: The United States of America  
Recording Date: June 9, 1923  
Recording No: [Book 175 of Deeds, page 556](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts. A right of way thereon for ditches or canals constructed by the authority of the United States of America.

- 4. Water rights, claims or title to water, whether or not disclosed by the public records.
- 5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition, or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [Docket 14863, page 1238](#)

Thereafter a Delegation of Rights recorded June 3, 1987, in [Recording No. 87-348552](#).

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**SCHEDULE B**  
**PART II – EXCEPTIONS**  
(Continued)

- 6. Covenants, conditions, restrictions and reservations but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition, or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [Docket 14863, page 1258](#)

Said document provides, among other things, for the levy of Special Use Fees by McCormick Ranch Property Owners’ Association, an Arizona corporation

- 7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Scottsdale  
Purpose: Water line, water meters and fire hydrants  
Recording Date: June 26, 1984  
[Recording No: 84-277079](#)

- 8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Scottsdale  
Purpose: Sewer line  
Recording Date: August 14, 1984  
[Recording No: 84-355083](#)

- 9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Scottsdale  
Purpose: Drainage and flood control  
Recording Date: August 14, 1984  
[Recording No: 84-355084](#)

- 10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Scottsdale  
Purpose: Vehicular non-access  
Recording Date: August 14, 1984  
[Recording No: 84-355088](#)

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**SCHEDULE B**  
**PART II – EXCEPTIONS**  
(Continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Arizona Public Service Company  
Purpose: Electric lines and facilities  
Recording Date: November 15, 1984  
Recording No: [84-497474](#)

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition, or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [85-577841](#)  
Re-Recording No.: [86-118301](#)

Thereafter a Supplement recorded April 20, 1989, in [Recording No. 89-180814](#);  
Thereafter a First Amendment recorded April 7, 1995, in [Recording No. 95-0193629](#), and re-recorded January 22, 1996, in [Recording No. 96-0042420](#).

13. Matters contained in that certain document

Entitled: Easement Agreement  
Recording Date: September 17, 2004  
Recording No: [20041086940](#)

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Drainage Easement Agreement  
Recording Date: February 16, 2007  
Recording No: [20070197328](#)

Reference is hereby made to said document for full particulars.

15. Easements, covenants, conditions and restrictions as set forth on the plat recorded in [Book 705 of Maps, page 41](#).

16. Easements, covenants, conditions and restrictions as set forth on the plat recorded in [Book 1221 of Maps, page 46](#).

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**SCHEDULE B**  
**PART II – EXCEPTIONS**  
(Continued)

17. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement  
Recording Date: March 30, 2018  
Recording No: 20180243423

Thereafter, First Amendment recorded in Recording No. 20190506312;

Thereafter, Termination of First Amendment to said Reciprocal Easement Agreement recorded in Recording No. 20220715708

Reference is hereby made to said document for full particulars

18. Matters contained in that certain document

Entitled: Access Easement Agreement  
Recording Date: April 15, 2022  
Recording No: 20220336151

Thereafter, Termination of said Access Easement Agreement recorded in Recording No. 20230005483

Reference is hereby made to said document for full particulars.

18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

20. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

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**END OF SCHEDULE B – PART II**

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## INFORMATIONAL NOTES

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**END OF INFORMATIONAL NOTES**

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

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1-ZN-2024

1/29/24

**FIDELITY NATIONAL FINANCIAL, INC.**  
**PRIVACY NOTICE**

**Effective January 1, 2023**

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 affiliated or 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 affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

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: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: 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: [aginquiries@ag.state.nv.us](mailto:aginquiries@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.

For Virginia Residents: For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

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.

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

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except 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**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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

## ATTACHMENT ONE (01-01-08)

### AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
    - that are created, allowed, or agreed to by you
    - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
    - that result in no loss to you
    - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  4. Failure to pay value for your title.
  5. Lack of a right:
    - to any land outside the area specifically described and referred to in Item 3 of Schedule A  
OR
    - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company

- (c) by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (d) resulting in no loss or damage to the Insured Claimant;
- (e) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (f) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
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. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which

- has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.



**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
2. Any facts, rights, interests, or claims that are not shown in 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. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. improvements on Land
  - e. land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

			Your Deductible Amount	Our Maximum Dollar Limit of Liability
14:	Covered	Risk	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
15:	Covered	Risk	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
16:	Covered	Risk	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
18:	Covered	Risk	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

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| <p>1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:</p> <ul style="list-style-type: none"> <li>a. building;</li> <li>b. zoning;</li> <li>c. land use;</li> <li>d. improvements on the Land;</li> <li>e. land division; and</li> <li>f. environmental protection.</li> </ul> <p>This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.</p> <p>2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.</p> <p>3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.</p> | <p>4. Risks:</p> <ul style="list-style-type: none"> <li>a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;</li> <li>b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;</li> <li>c. that result in no loss to You; or</li> <li>d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.</li> </ul> <p>5. Failure to pay value for Your Title.</p> <p>6. Lack of a right:</p> <ul style="list-style-type: none"> <li>a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and</li> <li>b. in streets, alleys, or waterways that touch the Land.</li> </ul> |
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This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Covered Risk	Your Deductible Amount	Our Maximum Dollar Limit of Liability
16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
  - (a) The time of the advance; or
  - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.