



First American Title™

ALTA COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company (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.



By;

Authorized Signatory

First American Title Insurance Company

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

111392

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

Issuing Agent: **Metro National Title**
Issuing Office: **345 East 300 South, Salt Lake City, UT 84111**
Loan ID Number:
Commitment Number: **111392**
Issuing Office File Number:
Property Address: **1150 Deer Valley Drive, Unit 1061, Park City, UT 84060**
Revision Number:

SCHEDULE A

1. Commitment Date: **March 31, 2026 at 7:45 AM**
2. Policy to be issued:
 - (a) 2021 ALTA Homeowner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount:
Estate or Interest to be insured: **FEE SIMPLE**
Owner's Premium: **\$0.00**
 - (b) 2021 ALTA Loan Policy (Extended)
Proposed Insured:
Proposed Policy Amount:
Lender's Premium: **\$0.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
3. The estate or interest in the Land at the Commitment Date is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Megan Leajeane Robinson, Married Woman
5. The land referred to in this Commitment is in the State of Utah, County of Summit and is described as follows:

See attached Exhibit "A"

Exhibit “A”

Unit 1061, contained within the Snow Country Condominiums, a Utah condominium project as identified in the Record of Survey Map recorded August 26, 1976, as Entry No. 133157 in the office of the Recorder of Summit County, Utah (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of the Snow Country Condominiums, recorded August 26, 1976, as Entry No. 133156, in Book M83, at Page 284 and Amended and Restated Declaration of Condominiums for Snow Country Condominiums, recorded April 19, 2018, as Entry No. 1089984, in Book 2458, at Page 1147 (as said Declaration may have been amended and/or supplemented) in the office of the Recorder of Summit County, Utah, together with the appurtenant interest in and to the common areas, limited common areas, and facilities more particularly described in said Record of Survey Map, Declaration and any amendments and/or supplements thereto.

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. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.

6. Proper evidence that all requirements of the owners association have been complied with, including but not limited to payment, through the date of the closing, of any assessments, late fees, transfer fees or any other amounts levied by the owners association.

7. Payment of Transfer Fee and Release of Lien and or Estoppel Certificate, with respect to the lien of transfer fees as shown in Schedule B, Part 2.

8. The Company reserves the right to add additional requirements and/or exceptions to Schedule "B" upon search and examination of ultimate purchasers name and/or identity.

9. Warranty Deed from the vestee to the proposed insured.

10. THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING CONVEYANCES AFFECTING SAID LAND WERE RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT

Warranty Deed

Grantor: SNC61 LLC

Grantee: Megan Leajeane Robinson, Married Woman

Recorded: November 14, 2024

Entry No.: [1227582](#)

Book/Page: 2839 / 866

[Vesting Deed Image](#)

[Plat Map Image](#)

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

Megan Leajeane Robinson, Married Woman

If this transaction is subject to reporting under the Residential Real Estate Reporting Rule ("RRE Rule") issued by FinCEN, the Reporting Person (typically the Company's Policy Issuing Agent) must be provided with all necessary information before closing the transaction contemplated herein. The Reporting Person, as defined under the RRE Rule and required by Federal law, must collect additional information for certain transactions pursuant to the Bank Secrecy Act. Failure by any party to furnish the required information may delay the closing or prevent the Company from issuing the requested title insurance policy.

Additional information can be found at: [Residential Real Estate Rule | FinCEN.gov](https://www.fincen.gov/residential-real-estate-reporting-rule)

Escrow Officer: Lucas Newman at (435) 252-5503

NOTE: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner's Policy include certain deductibles and maximum dollar limits of coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

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

Explanation of "Covered Risks" 16, 18, 19 and 21 from Homeowners Policy are as follows:

Covered Risk 16 - Because of an existing violation of a subdivision law or regulation affecting the Land:

- a) You are unable to obtain a building permit;
- b) You are required to correct or remove the violation; or
- c) someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

Covered Risk 18 - You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office.

Covered Risk 19 - You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation.

Covered Risk 21 - You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences.

END OF SCHEDULE B – Section 1

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:

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, that are 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 heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2026

Tax ID No.: [SNC-1061](#)

Prior year: 2025 Paid

Amount: \$3,025.87

9. The land described herein is located within the boundaries of Park City, Weber Basin Water District, Snyderville Sewer, Park City Water District, Main Street RDA and Park City Old RDA and is subject to any assessments levied thereby.

10. Water rights, claims or title to water, whether or not shown by the public records.

11. Any and all outstanding oil, gas, mining and mineral rights, etc., situated in, upon or under the subject Land, including the right of the proprietor of a vein or lode to extract the same therefrom should it be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

12. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:

Recorded: August 26, 1976

Entry No.: [133157](#)

13. All non-exclusive and exclusive easements and rights of way which affect the Common Area, and which are appurtenant to the subject property, filed of record in the Summit County Recorder's Office.

14. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, 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, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: December 2, 2002

Entry No.: [639955](#)

Book/Page: 1492 / 1722

15. Notice of Assessment & Notice of Reinvestment Fee Covenant, including the terms and conditions thereof:

Recorded: May 3, 2011

Entry No.: [921893](#)

Book/Page: 2079 / 899

Said instrument provides for the lien of a transfer fee. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land, including, but not limited to, any conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, of the land, whether or not such transfer was derived through foreclosure.

16. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, 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, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: April 19, 2018

Entry No.: [1089984](#)

Book/Page: 2458 / 1147

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: May 23, 2025

Entry No.: [1235859](#)

Book/Page: 2860 / 1790

17. Grant of Easement, including the terms and conditions thereof:

Recorded: July 3, 2018

Entry No.: [1094523](#)

Book / Page: 2469 / 880

18. Notice of Reinvestment Fee Covenant, including the terms and conditions thereof:

Recorded: May 18, 2022

Entry No.: [1189422](#)

Book/Page: 2741 / 288

Said instrument provides for the lien of a transfer fee. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land, including, but not limited to, any conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, of the land, whether or not such transfer was derived through foreclosure.

111392

19. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$365,563.00

Trustor: Megan Leajeane Robinson, Married Woman

Trustee: First American Title

Beneficiary: "MERS" Mortgage Electronic Registration Systems, Inc., acting solely as nominee for InterCap Lending Inc.

Dated: November 13, 2024

Recorded: November 14, 2024

Entry No.: [1227584](#)

Book/Page: 2839 / 876

**NOTICE TO ALL PROPOSED INSUREDS
(Buyers and Lenders)**

Effective immediately, Utah statutes require Title Producers to notify all proposed insureds, upon the initial delivery of a title commitment, that a Closing Protection Letter (CPL) is available for purchase. This CPL is available to all Buyers and/or Lenders who are disclosed as proposed insureds on said commitment.

The form of the offered CPL is attached to this Notice as a Sample and incorporated by reference herein.

Please contact your Escrow Officer with any questions.

(SAMPLE CPL)



First American Title™

File No.
Buyer(s)/Borrower(s):
Property Address:

Date:
Settlement Agent or Approved Attorney
Metro National Title
345 East 300 South
Salt Lake City, UT 84111

To Whom It May Concern:

In consideration of Your acceptance of this letter, First American Title Insurance Company (the “Company”), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the referenced real estate transaction (the “Real Estate Transaction”) conducted by the Settlement Agent or Approved Attorney on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy for Your protection in connection with the Real Estate Transaction;
2. You are to be:
 - (a) a lender secured by or a borrower on the Insured Mortgage on the Title to the Land; or
 - (b) a purchaser or lessee of the Title to the Land;
3. The aggregate of all Funds You transmit to the Settlement Agent or Approved Attorney for the Real Estate Transaction does not exceed \$5,000,000.00; and
4. Your loss is solely caused by:
 - (a) Failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions when agreed to by the Settlement Agent or Approved Attorney to the extent that they relate to the status of the Title to the Land or the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land; or
 - (b) Theft or misappropriation of the Settlement Agent or Approved Attorney in handling Your Funds or documents in connection with the closing to the extent that the theft or misappropriation relates to the status of the Title to the Land or to the validity, enforceability, and priority of the lien of the Insured Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

1. Your transmittal of Funds or documents to the Settlement Agent or Approved Attorney for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - (a) “Commitment” means the Company’s written contractual agreement to issue the Policy.
 - (b) “Funds” means the money received by the Settlement Agent or Approved Attorney for the Real Estate Transaction.
 - (c) “Policy” means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - (d) “You” or “Your” means:
 - (i) the Addressee of this letter; and
 - (ii) subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - (A) the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - (B) the warehouse lender in connection with the Insured Mortgage.
 - (e) “Indebtedness”, “Insured Mortgage”, “Knowledge” or “Known”, “Land”, and “Title” have the same meaning given them in the American Land Title Association Loan Policy.
3. The Company is not liable under this letter for any loss arising from any:
 - (a) failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Settlement Agent or Approved Attorney after issuing the Commitment

that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment will not be deemed to require inconsistent title insurance protection;

- (b) loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Settlement Agent or Approved Attorney to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - (c) constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. Condition and Exclusion 3.(c) does not modify or limit Your coverage, if any, as to any lien for services, labor, materials, or equipment in the Policy;
 - (d) defect, lien, encumbrance, adverse claim or other matter in connection with the Real Estate Transaction. Condition and Exclusion 3.(d) does not modify or limit Your coverage in the Policy;
 - (e) fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - (f) fraud, theft, dishonesty, or misappropriation by anyone other than the Company, Settlement Agent or Approved Attorney;
 - (g) settlement or release of any claim by You without the Company's written consent;
 - (h) matters created, suffered, assumed, agreed to, or Known by You;
 - (i) failure of the Settlement Agent or Approved Attorney to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. Condition and Exclusion 3.(i) does not modify or limit Your coverage in the Policy;
 - (j) Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers, any consumer financial law, or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (k) federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Settlement Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - (l) periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
 - (m) Settlement Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
 - (n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds. Condition and Exclusion 3.(n) does not modify or limit.
 - (i) Your coverage in the Policy; or
 - (ii) indemnification in this letter for Your loss solely caused by fraud, theft, dishonesty, or misappropriation by the Settlement Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land.
4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.
5. When the Company indemnifies You pursuant to this letter, it is subrogated to all rights and remedies You have against any person, entity, or property had You not been indemnified. The Company's liability for indemnification is reduced to the extent that You have impaired the value of this subrogation right.
6. The Company's liability for loss under this letter does not exceed the least of:
- (a) the amount of Your Funds;
 - (b) the Company's liability under the Policy at the time written notice of a claim is made under this letter;
 - (c) the value of the lien of the Insured Mortgage;
 - (d) the value of the Title to the Land insured or to be insured under the Policy at the time written notice of a claim is made under this letter; or
 - (e) the amount stated in Requirement 3.
7. The Company is liable only to the owner of the Indebtedness at the time that payment is made. Condition and Exclusion 7 does not apply to a purchaser, borrower, or lessee.
8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source reduces liability under this letter by the same amount. Payment in accordance with the terms of this letter constitutes a payment pursuant to the Conditions of the Policy.
9. The Settlement Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Settlement Agent nor the

Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. The Company not liable for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.

10. The Company is not liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under Condition and Exclusion 10 will not be excused by lack of prejudice to the Company.
11. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 45023, Jacksonville, FL 32232-5023. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter is reduced to the extent of the prejudice.
12. When requested by the Company, You, at the Company's expense, must:
 - (a) give the Company all reasonable aid in;
 - (i) securing evidence, obtaining witnesses, prosecuting, or defending any action or proceeding, or effecting any settlement; and
 - (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to enable the Company's investigation and determination of its liability under this letter;
 - (b) deliver to the Company all records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - (c) submit to examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
13. The Company is not liable under this letter if:
 - (a) the Real Estate Transaction has not closed within one year from the Date of this letter; or
 - (b) at any time after the Date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
14. The protection of this letter extends only to real estate closings which take place in the State of Utah, and any court or arbitrator must apply the law of that state to interpret and enforce the terms of this letter. The court or arbitrator must not apply conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having jurisdiction.
15. There is no right for any claim under this letter to be arbitrated or litigated on a class action basis.
16. Either the Company or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Settlement Agent or Approved Attorney.

First American Title Insurance Company

By: (signature)

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 State 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, 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 remediation or 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.
 - 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; CHOICE OF LAW AND CHOICE OF FORUM
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - 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 closing, settlement, escrow, or any other purpose.
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. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 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.



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy notice (“Notice”), which can be found at <https://www.firstam.com/privacy-policy/> how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>

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

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not “sell” your information in the traditional sense, the definition of “sale” is broad under the CCPA that some disclosures of your information to third parties may be considered a “sale” or “sharing” for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected.

We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

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

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

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

