Pioneer Title Agency, Inc.

Thank you for the opportunity to work with you on this transaction.

# Important information to know:

Documents referenced in Commitment:

• All the copies are hyperlinked to the Title Report – see the blue links.

# **Recording Packages:**

- Please email all recording packages to: <u>PimaRecordingDesk@PioneerTitleAgency.com</u> for review and approval by our Recording Desk<u>prior</u> to recording.
- Please mail original documents to the Recording Desk at the address below, as applicable:

Pioneer Title Agency 1889 N. Kolb Road Tucson, Arizona 85715

Payment for Invoices:

• Please mail all payments to:

Pioneer Title Agency P.O. Box 1900 Sierra Vista, AZ 85636-1900

# New Orders/Customer Service Requests:

- Email Orders to: PimaOrderDesk@PioneerTitleAgency.com
- Email Customer Service Requests to: <u>CSPima@PioneerTItleAgency.com</u>
- Email Amendment request to: <u>PimaSantaCruzAmendments@pioneertitleagency.com</u>

# Note: Pioneer Title Agency services all counties in Arizona

Pioneer Title Agency is committed to service and to our communities. We sincerely appreciate your business.



## COMMITMENT FOR TITLE INSURANCE Issued by Finneer Title Agenry, Inc. 1889 N. Kolb Road Tucson, AZ 85715 (520) 344-9930

# 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

By:

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, <u>*TITLE RESOURCES GUARANTY COMPANY*</u>, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Authorized Countersignature

Title Resources Guaranty Company dent/CEO Secretary

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



- DB

# **COMMITMENT CONDITIONS**

### 1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- **2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



- DB

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

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

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

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

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

### 8. PRO-FORMA POLICY

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

### 9. ARBITRATION

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

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.





Issuing Agent: Hinner Title Agenry, Inc. Issuing Office File Number: 256213

### Your No.: 236895

- DB

# SCHEDULE A

- 1. Commitment Date: December 14, 2022 at 7:30 AM
- 2. Policy to be issued:
  - a. ALTA Owners Policy (Standard Coverage) 6-17-06 Proposed Insured: Bramhall Investments, Inc., an Arizona corporation Proposed Policy Amount: \$66,163.18
  - b. **None** Proposed Insured: Proposed Policy Amount:
  - c. **None** Proposed Insured: Proposed Policy Amount:
- 3. The estate or interest in the Land described or referred to in this Commitment is (*Identify estate covered*, *i.e.*, *fee*, *leasehold*, *etc.*)

### FEE SIMPLE

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Sylvia Chan, an unmarried woman

5. The Land is described as follows:

### See Exhibit A attached hereto and made a part hereof.

Examined by: Danny Brown

date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Page 1

**Copyright 2006-2016 American Land Title Association. All rights reserved.** The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the





Order Number: 256213 Your No.: 236895 - DB

# **EXHIBIT A**

# LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

Unit P290, of THE MONACO, according to Declaration of Horizontal Property Regime recorded June 2, 1982 in Docket 6793, Page 973, and Declaration of Annexation recorded August 7, 1985 in Docket 7592, Page 230; as amended in instrument recorded October 6, 1986, in Docket 7884, Page 1199; and as amended in instrument recorded October 15, 1986, in Docket 7890, Page 1591, and per map recorded in <u>Book 34 of Maps, Page 83</u>, in the office of the County Recorder of Pima County, Arizona.

TOGETHER with a proportionate interest in and to the Common Areas, as set forth in said Declaration of Horizontal Property Regime and as shown on said plat.

TOGETHER with the rights granted in the Reciprocal Easement and Maintenance Agreement recorded in <u>Docket 7592, Page 237</u>.

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association

AMERICAN



Order Number: 256213 Your No.: 236895 - DB

# 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. PROPER showing that all assessments due and payable, levied by Monaco Homeowners Association, Inc. & The Monaco Condominiums (Phase II) Homeowners Association, Inc., have been paid through the closing date of this transaction.

6. RECORD FULL Release and Reconveyance of Deed of Trust set forth as follows:
Amount: \$47,250.00
Trustor: Sylvia Chan, an unmarried woman
Trustee: Title Security
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Fairway Independent
Mortgage Corporation
Dated: July 13, 2021
Recorded: July 15, 2021
Sequence No.: 20211960408

7. Record Deed and Affidavit from Vestee to Proposed Insured Owner.

NOTE: In the event this Company is requested to insure a transaction involving the subject property, this Company and/or it's Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction. The following note is for informational purposes only:

The vesting documents and conveyances affecting said land recorded within Twenty-four (24) months of the date of this report are as follows:

Insured Warranty Deed recorded July 15, 2021 in Sequence No.: 20211960407

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Page 3

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association



AMERICAN



Order Number: 256213 Your No.: 236895

## SCHEDULE B, PART I (Continued)

NOTE: Taxes for the first half 2022 are paid: Parcel No.: <u>133-16-5290</u> Full Year Amount: \$256.88

NOTE: The address of said land is purported to be: 1620 N. Wilmot Road, Unit P290, Tucson, AZ 85712

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

Please direct any title inquires to Danny Brown at danny.brown@pioneertitleagency.com.

# <u>Note:</u> Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- Print must be ten-point type (pica) or larger.
- <u>Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.</u>
- Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



AMERICAN



Order Number: 256213 Your No.: 236895 - DB

# SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. (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.

3. 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.

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

5. 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.

6. (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.

(Note: The above Exceptions Nos. 2 through 6, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

7. TAXES for the second half of 2022, a lien, not yet due.

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016



AMERICAN

AND TITLE

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



Order Number: 256213 Your No.: 236895

# SCHEDULE B, PART II (Continued)

8. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

9. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

10. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

11. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion of said land within Central Arizona Water Conservation District.

12. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion of said land within Monaco Homeowners Association, Inc. & The Monaco Condominiums (Phase II) Homeowners Association, Inc.

13. All matters as set forth on the <u>recorded plat(s)</u> of said subdivision.

14. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Docket 6646 at page 1082, re-recorded in <u>Docket 6793 at page 973</u> and in <u>Docket 7582, Page 278</u> and in <u>Docket 7592, Page 214</u> and in <u>Docket 7884, Page 1198</u> and in <u>Docket 7890, Page 1593</u>; Declaration of Annexation recorded in <u>Docket7592 at page 230</u>, amended in <u>Docket 7884 at page 1199</u>, and in <u>Docket 7890 at page 1591</u>; Notice of Association Assessments recorded in <u>Docket 10395 at page 1645</u>; Minutes recorded in <u>Docket 10893 at page 266</u>; Board Resolutions recorded in <u>Docket 12577 at page 5211</u> and in <u>Docket 12577 at page 5212</u>; Homeowners Association Notice recorded in <u>Docket 12403, Page 903 and Docket 12403 at page 904</u>, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

15. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Cable TV Agreement recorded in <u>Docket 6949 at page 178</u> and in <u>Docket 6952</u>, <u>Page 626</u> and in <u>Docket 9238 at page 863</u>.

16. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Reciprocal Easement and Maintenance Agreement recorded in <u>Docket 7592 at page 237</u>.

17. RIGHTS OF PARTIES IN POSSESSION on month to month tenancy or under written but unrecorded leases.

#### END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

Page <mark>6</mark>

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



AMERICAN



Order Number: 256213 Your No.: 236895

SCHEDULE B, PART II (Continued)

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued byTITLE RESOURCES GUARANTY 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.

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association



AMERICAN



### Rev. 3/9/2021

We don't share

We don't share

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:		
	• Social Security number and a	account balances	
	• Payment history and credit ca	ard or other debt	
	• Checking account informatio	n and wire transfer in	structions
	When you are <i>no longer</i> our custor this notice.	mer, we continue to s	hare your information as described in
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.		
Reasons we can sha information	re your personal	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or		Yes	No
report to credit bureaus For our marketing purposes- to offer our products and		No	We don't share
services to you For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences		Yes	No
information about your transactions and experiences For our affiliates' everyday business purposes- information about your creditworthiness			

For nonaffiliates to market to you

For our affiliates to market to you

**Questions?** 

Go to <u>https://www.titleresources.com/privacypolicy</u>

No

No

Page 2	
Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information? Why can't I limit all sharing?	<ul> <li>We collect your personal information, for example, when you</li> <li>Apply for insurance or pay insurance premiums</li> <li>Provide your mortgage information or show your driver's license</li> <li>Give us your contact information</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> <li>Federal law gives you the right to limit only</li> </ul>
wny can tir nnnt an snaring:	<ul> <li>Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing.</li> </ul>
Definitions	
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®,Realogy Brokerage Group LLC, Cartus and Realogy Title Group.</li> </ul>
Nonaffiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint Marketing	<ul> <li>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</li> <li><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <u>https://www.titleresources.com/privacypolicy</u>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <u>https://www.titleresources.com/privacypolicy</u>

# Pioneer Title Agency, Inc.

Commitment to Service

### **Privacy Policy Statement**

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

#### 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 your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Personal Information Collected**

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

#### **Use of Information**

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

#### Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

#### **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 to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.