

# **FILE NUMBER:**

60025447-103

# **COMMITMENT VERSION:**

No. 1 issued by Title Resources Guaranty Company

# **PROPERTY ADDRESS:**

2232 168th Avenue Northeast, Bellevue, WA 98008

# **PARCEL ID:**

0259800130

# **LENDER:**

To Be Determined

# **BUYER:**

To Be Determined

### **SELLER:**

Jan Smrcina and Lauren Katherina Smrcina, trustees and successor trustees of The JSLS Living Trust dated November 3, 2022

# **COMPANY CONTACT INFORMATION:**

# Title Team:

Eastside Title Team

(425) 896-3895 office

cweastsidetitle@cwtitle.com

# Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition

Issuing Agent: CW Title and Escrow

Issuing Office: 11201 SE 8th Street, Ste 200

Bellevue, WA 98004

Issuing Office's ALTA® Registry ID: 0003009

Loan ID Number: TBD

Commitment Number: 60025447-103 Issuing Office File Number: 60025447-103

Property Address: 2232 168th Avenue Northeast, Bellevue, WA 98008

Revision Number: 1

#### **SCHEDULE A**

Commitment Date: September 24, 2025 at 8:00 AM 1.

2. Policy to be issued:

		AMOUNT	PREMIUM	TAX	TOTAL
a.	ALTA Homeowner's Policy Short Term	\$10,000.00	\$0.00	\$0.00	\$0.00
	PROPOSED INSURED:	To Be Determined			
		AMOUNT	PREMIUM	TAX	TOTAL
b.	ALTA Loan Policy Extended Purchase Money Loan	\$10,000.00	\$0.00	\$0.00	\$0.00
	PROPOSED INSURED:	To Be Determined			
	ENDORSEMENTS: ☑ ALTA 8.1		PREMIUM \$0.00	TAX \$0.00	TOTAL \$0.00
	ENDORSEMENTS: ☑ ALTA 9-06		PREMIUM \$0.00	TAX \$0.00	TOTAL \$0.00
	ENDORSEMENTS: ☑ ALTA 22-06		PREMIUM \$0.00	TAX \$0.00	TOTAL \$0.00

- The estate or interest in the Land at the Commitment Date is: 3. fee simple
- 4. The Title is, at the Commitment Date, vested in: Jan Smrcina and Lauren Katherina Smrcina, trustees and successor trustees of The JSLS Living Trust dated November 3, 2022
- 5. The land is described as follows: The land is described as set forth in Exhibit A attached hereto and made a part hereof.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Title 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.

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LAND TITLE

AMERICAN

**CW TITLE AND ESCROW** 

11201 SE 8th Street, Ste 200, Bellevue, WA 98004

Telephone: (425) 896-3800

Countersigned by:

Kristin Craig

CW Title and Escrow, License #180951

TITLE RESOURCES GUARANTY COMPANY

8111 LBJ Freeway Ste. 1200, Dallas, TX 75251

y:\_\_\_\_\_ President/CEO

Ву:\_\_\_\_\_

Secretary



#### **EXHIBIT "A"**

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOT 313 OF ARDMORE NO. 3, ACCORDING TO THE PLAT RECORDED IN VOLUME 76 OF PLATS AT PAGES 12 AND 13, IN KING COUNTY, WASHINGTON.

SITUATED IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

# **Assessor Parcel Number (APN)**

APN: 0259800130

The address for the Exhibit A above is as follows:

2232 168th Avenue Northeast, Bellevue, WA 98008

The property address and APN shown above are not part of the legal description for the title to the land to be insured.

Title companies insure properties based on the legal description (not the property address), and the property address is not a part of the legal description. The property address has been added to this page for reference only.



# 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. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
- 6. In the event that the county recording office is experiencing delays and is unable to record the closing documents on the date the documents are released for recording, CW Title will, so long as sales proceeds are made available to the seller, issue the policy or policies of title insurance listed in Schedule A as of the date the documents were released for recording.
- 7. This transaction may be subject to an order issued pursuant to the Bank Secrecy Act. The policy issuing agent must be provided with certain information necessary to comply with the order prior to the closing. This transaction will not be insured and this issuing agent and/or its underwriter will not be involved in the closing and settlement until this information is submitted, reviewed and found to be complete.



#### 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:

#### STANDARD EXCEPTIONS

THE FOLLOWING STANDARD EXCEPTIONS WILL NOT BE INCLUDED ON THE 7-01-2021 HOMEOWNER'S POLICY OR THE 7-01-2021 EXTENDED LOAN POLICY.

- 1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
- 2. 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.
- 3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 4. Easements, claims of easement or encumbrances which are not shown by the public records.
- 5. 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.
- 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; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- 7. Any lien or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

# **SPECIAL EXCEPTIONS**

1. Real estate excise tax pursuant to the authority of RCW Chapter 82.45 and WAC 458-61A, and subsequent amendments thereto.

For conveyances dated January 1, 2020, and after, the tax rate is determined using a graduated scale based on the selling price of said property.

For all transactions recorded on or after July 1, 2005:

A fee of \$10.00 will be charged on all exempt transactions;

A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due;

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AMERICAN LAND TITLE ASSOCIATION 2. General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency, (1st half delinquent on May 1; 2nd half delinquent on November 1):

Tax Year: 2025

Tax Account No. 0259800130

Amount Billed: \$7,594.36 | Amount Paid: \$3,797.18 | Amount Due: \$3,797.18

Tax Levy Code: 0330

Assessed Values: Land: \$890,000.00 | Improvements: \$144,000.00 | Total: \$1,034,000.00

3. Notice of tap or connection charges, including any amendments thereto recorded subsequent to the original notice shown below, which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.

City/County/Agency: City of Bellevue

Recorded on November 9, 1977 as document #7711090948 in the official records

4. Notice of charges, including any amendments thereto recorded subsequent to the original notice shown below, by water, sewer, storm and surface water utilities. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.

City/County/Agency: City of Bellevue

Recorded on December 20, 1996, as document #9612200938 in the official records.

Said instrument is a re-record of instrument recorded as Instrument #20111222000589 and 20170727001075 in the official records .

5. Notice of tap or connection charges, including any amendments thereto recorded subsequent to the original notice shown below, which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.

City/County/Agency: City of Redmond

Recorded on August 9, 1994 as Instrument #9408091502 in the official records

6. Covenants, conditions and restrictions imposed by instrument recorded as Instrument #5756125 in the <u>official</u> records, including, as applicable, but not limited to, liability for assessments levied by the community association.

Note: Restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin have been deleted.

7. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded plat of Ardmore No. 3 recorded in Book 76, Page 12 in the official records.

This policy does not insure that the land described in schedule a is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Title 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.

AMERICAN AND TITLE ASSOCIATION 8. Covenants, conditions and restrictions imposed by instrument recorded as Instrument #5812630 in the <u>official</u> records, including, as applicable, but not limited to, liability for assessments levied by the community association.

Note: Restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin have been deleted.

And amendment thereto recorded on March 11, 1965 as Instrument #5853418 in the official records

9. Deed of Trust securing a line of credit and the terms and conditions thereof:

Grantor: Jan Smrcina and Lauren Smrcina, husband and wife

Trustee: UPF Washington Incorporated

Beneficiary: Umpqua Bank Original amount: \$100,000.00 Dated: October 26, 2021

Recorded on November 1, 2021 as Instrument #20211101001231 in the official records

Investigation should be made to determine the present balance owed by contacting the appropriate lender/agency/individual.

Note: Caution should be exercised to ensure that a reconveyance will be obtained.

10. Deed of Trust and the terms and conditions thereof:

Grantor: Lauren Katherina Smrcina and Jan Smrcina, each as Trustee of The JSLS Living Trust, Under Trust

Instrument Dated November 3, 2022 Trustee: Old Republic Title. Ltd

Beneficiary: Mortgage Electronic Registration Systems ("MERS"), acting solely as Nominee for Cornerstone Home

Lending, a Division of Cornerstone Capital Bank, SSB, as Lender

Original Amount: \$1,500,000.00

Dated: August 25, 2025

Recorded on August 29, 2025 as Instrument #20250829001143 in the official records

11. Terms and conditions of the trust under which title is claimed. A copy of the trust and amendments, if any, or a certification of trust which meets the requirements of RCW 11.98.075 must be submitted for our review. Upon review of a certification of trust, additional excerpts from the original trust instrument and later amendments may be required. Any proposed transaction must comply with the conditions provided for in RCW 11.100.140.

(END OF SPECIAL EXCEPTIONS)



#### **INFORMATIONAL NOTES**

- 1. Within the past 36 months, the following conveyances have been recorded in King County, which affect the property described in schedule a herein:
  - A: Quit Claim Deed as Instrument #20221108000433 in the official records
- 2. Title will be vested in parties yet to be disclosed. When title is vested, their title will be subject to matters of record against their names.
- 3. Based on information provided to the company, on the date of this commitment it appears that there is located on the land:

Residence (1-4 Families)

Known as: 2232 168th Avenue Northeast Bellevue, WA 98008Map

4. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

LOT 313, ARDMORE NO. 3

- 5. The Company has been asked to issue simultaneous policies without disclosure of the liability amounts. This commitment shall be effective only when the amounts of the owner's and lender's policies committed for has been inserted in schedule a hereof. The forthcoming owner's policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner.
  - The Company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
- 6. The matters relating to the questions of survey, rights of parties in possession and unrecorded liens for labor and material have been cleared for the loan policy, which when issued, will contain the ALTA 9-06 endorsement. The loan policy offers additional coverage which will not be provided in the owner's policy to be issued, except as specified in the Homeowner's Additional Protection endorsement or in the ALTA 2021 Homeowner's policy.
- 7. If you would like the company to act as trustee in the proposed deed of trust, please note that CW Title may act as trustee of a deed of trust under RCW 61.24.010(1).
- 8. The Company requires the proposed insured to verify that the land covered by this commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
- 9. In the event that the commitment jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The commitment jacket is available for inspection at any Company office.
- 10. A \$5.51 electronic document recording fee and a \$2.00 mailing fee will be charged for each document recorded.



11. When sending documents for recording via U.S. mail or special courier service, please send to the following address, unless specific arrangements have been made with your title unit:

CW Title Recording 11201 SE 8th Street, Suite 200 Bellevue, WA 98004 Attn: Recording Dept.

a. Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the 2021 ALTA Homeowner's Policy of Title Insurance, and/or the 2021 ALTA Loan Policy.

If the policy to be issued is the 2021 ALTA Homeowner's Policy of Title Insurance, certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

Disclosure of Affiliated Business.

CW Title and Escrow has a business relationship with several Windermere Real Estate firms that own shares of CW Title and Escrow through various entities. Several Windermere Real Estate Firms own shares specifically through one of the parent companies of CW Title and Escrow. Because of this relationship, if you are working with a broker from a Windermere Real Estate firm, the firm may receive a financial benefit from referring a client to CW Title and Escrow. You are not required to use CW Title and Escrow as a condition to your purchase or sale of a particular property. There are other settlement service providers available with similar services for comparable prices





# ALTA COMMITMENT FOR TITLE INSURANCE issued by TITLE RESOURCES GUARANTY 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 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, Title Resources Guaranty Company, a(n) 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 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 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;
  - 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.

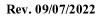
TITLE RESOURCES GUARANTY COMPANY 8111 LBJ Freeway Ste. 1200, Dallas, TX 75251

By:\_\_\_\_ President/CEO

By:\_\_\_\_\_

Secretary







FACTS WHAT DOES TITLE RESOUR PERSONAL INFORMATION?			COMPANY DO WITH YOUR		
Why?	gives consumers the right to lim	w they share your personal information. Federal law nit some but not all sharing. Federal law also requires us e, and protect your personal information. Please read nd what we do.			
What?  The types of personal information we collect you have with us. This information can include Social Security number and account bale.  Payment history and credit card or othe.  Checking account information and wire.  When you are no longer our customer, we condescribed in this notice.			r instructions		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.				
Reasons we can shainformation	are your personal	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?		
	<u>.                                </u>				
	ness purposes – such as to				
	ons, maintain your account(s), s and legal investigations, or is	Yes	No		
For our marketing pur and services to you	poses- to offer our products	No	We don't share		
For joint marketing wi	th other financial companies	No	We don't share		
For our affiliates' ever information about you experiences	yday business purposes- r transactions and	Yes	No		
For our affiliates' ever information about you	yday business purposes- r creditworthiness	No	We don't share		
For our affiliates to ma		No	We don't share		
For nonaffiliates to ma	rket to you	No	We don't share		
Questions? Go to https://www.titleresources.com/privacypolicy					

Page 2	
Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
Who is providing this notice?	TITLE RESOURCES GOARANT I 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?	We collect your personal information, for example, when you  Apply for insurance or pay insurance premiums  Provide your mortgage information or show your driver's license  Give us your contact information  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  Sharing for affiliates' everyday business purposes –information about your creditworthiness  Affiliates from using your information to market to you  Sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc.  ( <a href="https://www.anywhere.re">https://www.anywhere.re</a> ); Anywhere Integrated Services, LLC ( <a href="https://www.anywhereis.re">https://www.anywhereis.re</a> ); and HomeServices of America, Inc. ( <a href="https://www.homeservices.com">https://www.homeservices.com</a> ).
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you.  • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>