



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature

Stewart Title Company
117 E 4th Ave
Moses Lake, WA 98837



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.
- (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.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3

AMERICAN
LAND TITLE
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 117 E 4th Ave, Moses Lake, WA 98837
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 976762
Issuing Office File Number: 976762
Property Address: 576 Road O NE, Moses Lake, WA 98837
Revision Number:
Title Officer: Moses Lake Title Team
Phone: (509) 765-3483
Email: TitleML@Stewart.com

1. Commitment Date: October 14, 2020 at 8:00AM

2. Policy to be issued: Proposed Policy Amount

(a) ALTA Owner's Standard	Amount:	
(Underwriting fee - 11%)	Premium:	\$0.00
	Tax:	
	Total:	\$0.00

Proposed Insured: To Be Determined

(b) ALTA Loan Standard

(Underwriting fee - 11%)	Amount:	
	Premium:	\$0.00
	Tax:	
	Total:	\$0.00

Proposed Insured: To Be Determined

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Flying J Inc, a Utah Corporation

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 11



**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 976762

That portion of Farm Unit 136, Seventh Revision of Irrigation Block 41, as per plat filed August 10, 1959, records of Grant County, Washington, and more particularly being described as that portion of the Southeast quarter of the Northeast quarter of Section 33, Township 19 North, Range 29 East, W.M., County of Grant, State of Washington, and a portion of the Northeast quarter of the Southeast quarter of Section 33, Township 19 North, Range 29 East, W.M., County of Grant, State of Washington, as described as follows:

Commencing at a United States Bureau of Reclamation brass cap monument found in a monument case marking the northeast corner of the Northeast quarter of said Section 33 and the northeast corner of Farm Unit 137, Seventh Revision of Irrigation Block 41, as per plat filed August 10, 1959, records of Grant County, Washington; thence South 00°03'24" West, coincident with the east boundary line of the Northeast quarter of said Section 33 and the east boundary line of said Farm Units 136 and 137, a distance of 1635.23 feet to the POINT OF BEGINNING, said POINT OF BEGINNING bears North 00°03'24" East, coincident with the east boundary line of the Northeast quarter of said Section 33 and the east boundary line of said Farm Unit 136, a distance of 1020.75 feet from a United States Bureau of Reclamation brass cap monument found in a monument case marking the southeast corner of the Northeast quarter of said Section 33; thence North 89°59'56" West a distance of 678.59 feet to a point that lies approximately 2.5 feet southeasterly from the centerline of an existing concrete lined irrigation ditch; thence southwesterly on the following five (5) courses, said courses being parallel and concentric with and approximately 2.5 feet southeasterly from the centerline of said irrigation ditch:

1. South 31°30'16" West a distance of 136.71 feet;
2. South 30°18'19" West a distance of 221.57 feet to the beginning of a curve tangent to said course and whose radius point bears South 59°41'41" East a distance of 697.50 feet;
3. southwesterly and southerly on a 697.50-foot radius curve concave to the southeast a distance of 157.04 feet along the arc of said curve and through a central angle of 12°54'01" to the left, the long chord of said curve bears South 2391'19" West a distance of 156.71 feet;
4. South 17°24'18" West tangent to said curve a distance of 152.01 feet to the beginning of a curve tangent to said course and whose radius point bears North 72°35'42" West a distance of 602.50 feet;
5. southerly and southwesterly on a 602.50-foot radius curve concave to the northwest a distance of 116.63 feet along the arc of said curve and through a central angle of 11°05'28" to the right, the long chord of said curve bears South 22°57'02" West a distance of 116.45 feet to a point of cusp on a curve, from which the radius point bears South 21°95'12" West a distance of 100.00 feet to an existing water well;

thence westerly, southwesterly, southerly and southeasterly a distance of 267.97 feet along the arc of said curve concave to the southeast having a radius of 100.00 feet and a central angle of 153°32'17" to a point that lies approximately 2.5 feet southeasterly from the centerline of an existing concrete lined irrigation ditch, the long chord of said curve bears South 35°09'03" West a distance of 194.69 feet; thence continuing southwesterly on the following five (5) courses, said courses being parallel and concentric with and approximately 2.5 feet southeasterly from the centerline of said irrigation ditch:

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA

Page 2 of 11



**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

1. South 37°36'13" West a distance of 42.96 feet to the beginning of curve tangent to said course and whose radius point bears South 52°23'47" East a distance of 497.50 feet;
2. southwesterly and southerly on a 497.50-foot radius curve concave to the southeast a distance of 199.73 feet along the arc of said curve and through a central angle of 23°00'09" to the left, the long chord of said curve bears South 26°06'08" West a distance of 198.39 feet;
3. South 14°36'04" West tangent to said curve a distance of 56.94 feet;
4. South 13°41'53" West a distance of 46.09 feet;
5. South 11°45'10" West a distance of 44.77 feet to the north right of way boundary line for the State of Washington's SR 90, (also known as Federal Aid Interstate 90 I-90);

thence easterly, coincident with the north right of way boundary line of said 1-90, on the following six (6) courses:

1. South 82°26'48" East a distance of 56.56 feet;
2. North 07°33'12" East a distance of 10.00 feet;
3. South 82°26'48" East a distance of 680.00 feet;
4. North 54°14'17" East a distance of 481.04 feet;
5. North 72°23'11" East a distance of 129.33 feet to the west easement boundary line for Grant County's road known as Road '0' NE and to a point that lies 30.00 feet west of the east boundary line of the Northeast quarter of said Section 33 and 30.00 feet west of the east boundary line of said Farm Unit 136;
6. South 87°13'18" East a distance of 30.03 feet to the east boundary line of the Northeast quarter of said Section 33 and to the east boundary line of said Farm Unit 136;

thence North 00°03'24" East, coincident with the east boundary line of the Northeast quarter of said Section 33 and the east boundary line of said Farm Unit 136, a distance of 986.62 feet to the POINT OF BEGINNING;

Situate in the County of Grant, State of Washington.

[MAP](#)

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

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ALTA Commitment For Title Insurance 8-1-16 WA
Page 3 of 11



**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA
Page 4 of 11

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 976762

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 Real Estate Excise Tax, if applicable.

Beginning January 2, 2020, the State of Washington switched to a graduated Excise Tax scale based on the selling price of the property. (RCW.45.060)

\$500,000.00 and less: 1.1%, plus local rate of .25% or .50%

Greater than \$500,000.00 and less than or equal to \$1,500,000.00: 1.28% plus local rate of .25% or .50%

Greater than \$1,500,000.00 and less or equal to \$3,000,000.00: 2.75%, plus local rate of .25% or .50%

Greater than \$3,000,000.00: 3%, plus local rate of .25% or .50%

6. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2020

Amount Billed: \$3,588.96

Amount Paid: \$1,794.48

Amount Due: \$1,794.48, plus interest and penalty if delinquent

Tax Account No.: [19-0568-000](#)

Levy Code: 0094

Land: \$275,500.00

Improvements: \$0.00

7. This land is included within the East Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and is liable for further assessments, if any, levied by said District.
8. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA

Page 5 of 11

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. The attached Commercial Title Affidavit must be completed in full, notarized and submitted to the Company for review prior to closing.
10. Any unrecorded leaseholds, rights of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
11. As to Flying . Inc., a Utah Corporation, The Company requires for its review (a) copy of the articles of incorporation and bylaws, (where applicable) (b) a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable, and (c) a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions as deemed necessary.
12. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.
13. The application identifies the land by a street address only. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land provided and approval of the description signed by the parties to the transaction. At that time, the Company may make additional requirements or exceptions.
14. Upon examination it has been determined that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Policy of Title Insurance for a one- to four-family residence, due to the following condition: Vacant Land. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The Policy and any applicable endorsements will be issued at the filed rate.

NOTES

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title
117 East Fourth Avenue
Moses Lake, WA 98837
Please make excise checks payable to "Grant County Treasurer"

NOTE B: Recording fees charged by the county will be billed as follows: Deeds of Trust \$104.50 for the first page and \$1.00 for each additional page. Deeds \$103.50 for the first page and \$1.00 for each additional page. For Electronic Recorded documents, please add \$2.50 plus tax for King, Pierce, Snohomish and Thurston Counties and \$5.00 plus tax for all remaining counties in Washington..

NOTE C: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA
Page 6 of 11



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Ptn. Unit 336, IRRIGATION BLOCK 41

NOTE D: All matters regarding extended coverage have been cleared for the mortgagee's policy. Exceptions C, E, and F shown in Schedule B herein will be omitted in said extended coverage mortgagee's policy.

NOTE E: The records of County and/or our inspection indicate that the address of the improvement is located on said land is 576 Road O NE, Moses Lake, WA 98837

NOTE F: The Loan Policy to issue will contain an 8.1 (Environmental Protection Lien) Endorsement.

NOTE G: In the event of cancellation, a cancellation charge may be made.

NOTE H: Title to the estate or interest shown in Schedule A was acquired by Instrument No(s).
[1233040](#)

NOTE I: There are no deeds affecting said land recorded within 36 months of the date of this report.

NOTE J: The liability of this commitment is expressly limited to \$1,000.00 until such time that a sale price and/or loan amount is provided and an updated report is issued.

NOTE K: In order for Stewart Title to act as a Trustee under a Deed of Trust, they must appear as Stewart Title Company on the recorded document.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA
Page 7 of 11



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- NOTE: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- Format: Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.
- Font size of 8 points or larger and paper size of no more than 8 ½" by 14".
- No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA

Page 8 of 11



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 976762

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. Taxes or assessments which are not shown as existing liens by the public records.
3. Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
4. Extended coverage exceptions as follows:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, claims of easement or encumbrances which are not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 - d. 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.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS TO FOLLOW

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA

Page 9 of 11



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

7. Right of way for roads, drains and canals as shown on the face of said plat of Irrigation Block 41.
8. County road right of way
Over : The East 30 feet of Farm Units 136 and 137;
Recorded : September 10, 1951, under Auditor's
File No. : 176251.
9. Perpetual Easement recorded January 6, 1858, under Auditor's File No. 308588 to the STATE OF WASHINGTON for Primary State Highway No 18 (SR90), over the Southerly 200 feet and widening to a distance of 595 feet.
10. Perpetual Easement granted to the United States of America, right of way on the property herein described, designated as rights of way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto;
Recorded : August 11, 1954
Auditor's File No.: 227492
Affects : The property herein described.
11. Relinquishment of all existing, future or potential easements for access, light, view and air and all rights of ingress, egress and regress to, from and between said premises and the highway or highways to be constructed on lands conveyed by easement recorded January 6, 1958, under Auditor's File No. 308588;
To : THE STATE OF WASHINGTON.
Said instrument should be examined for access points, if any.
12. Restrictive Covenant by landowner regarding not allowing any contaminants within 100 feet of a well recorded, September 13, 2007, under Auditor's File No. [1223176](#).
13. Restrictive Covenant by landowner regarding not allowing any contaminants within 100 feet of a well recorded, October 15, 2007, under Auditor's File No. [1224847](#).
14. This land is included within the East Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and is liable for further assessments, if any, levied by said district.
15. Survey and the terms and conditions thereof recorded under Instrument No. [1232654](#).
16. Survey and the terms and conditions thereof recorded under Instrument No. [1232888](#).
17. Restrictions disclosed on Deed and the Terms, provisions, conditions and matters recited in Instrument No. [1233040](#).

END OF SCHEDULE B

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File No.: 976762

ALTA Commitment For Title Insurance 8-1-16 WA
Page 10 of 11



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

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ALTA Commitment For Title Insurance 8-1-16 WA
Page 11 of 11



Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies 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, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056