

**FILE NUMBER:**

60031177-103

COMMITMENT VERSION:

No. 1 issued by First American Title Insurance Company

PROPERTY ADDRESS:

1902 and 1904 West Casino Road, Everett, WA 98204

PARCEL ID:

00392200003302

LENDER:

To Be Determined

BUYER:

To Be Determined

SELLER:

Roger Werner and Lynne Werner, husband and wife

COMPANY CONTACT INFORMATION:**Title Team:**

Metro North Title Team

(425) 896-3896 office

cwmetronorthtitle@cwtitle.com

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

Issuing Agent: CW Title
 Issuing Office: 11201 SE 8th Street, Ste 200
 Bellevue, WA 98004
 Issuing Office's ALTA® Registry ID: 0003009
 Loan ID Number: TBD
 Commitment Number: 60031177-103
 Issuing Office File Number: 60031177-103
 Property Address: 1902 and 1904 West Casino Road, Everett, WA 98204
 Revision Number: 1

SCHEDULE A

1. Commitment Date: January 8, 2026 at 8:00 AM

2. Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. ALTA Owner's Policy Basic	\$10,000.00	\$600.00	\$61.80	\$661.80

PROPOSED INSURED: **To Be Determined**

	AMOUNT	PREMIUM	TAX	TOTAL
b. ALTA Loan Policy Purchase Money Loan	\$10,000.00	\$460.00	\$47.38	\$507.38

PROPOSED INSURED: **To Be Determined**

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
☒ ALTA 22-06	\$0.00	\$0.00	\$0.00
☒ ALTA 9-06	\$0.00	\$0.00	\$0.00

3. The estate or interest in the Land at the Commitment Date is:
fee simple

4. The Title is, at the Commitment Date, vested in:
Roger Werner and Lynne Werner, husband and wife

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 First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CW TITLE

11201 SE 8th Street, Ste 200, Bellevue, WA 98004
Telephone: (425) 896-3831

Countersigned by:

Patti Williams

Patti Williams
CW Title, License #180951

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way, Santa Ana, CA 92707

Sally F. Tyler

By: _____
Sally F. Tyler, President

Lisa W. Cornehl

By: _____
Lisa W. Cornehl, Secretary

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EXHIBIT "A"

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

PARCEL A:

A TRACT OF LAND LOCATED IN LOT 33 OF BEVERLY BERRY TRACTS, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 20, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 33;
THENCE SOUTH 88°06'25" EAST ALONG THE NORTH MARGIN OF SAID LOT 33 FOR 113.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°06'25" EAST FOR 83.29 FEET TO THE EASTERLY MARGIN OF SAID LOT 33;
THENCE SOUTH 01°23'59" WEST ALONG THE EASTERLY MARGIN 180.00 FEET;
THENCE NORTH 88°06'25" WEST 83.02 FEET;
THENCE NORTH 01°18'48" EAST FOR 180.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1, AS SHOWN ON SURVEY RECORDED IN VOLUME 22 OF SURVEYS, PAGE 128, UNDER RECORDING NUMBER 8602125005 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND AS SET FORTH IN DECLARATION OF OWNERSHIP RECORDED FEBRUARY 12, 1986, UNDER RECORDING NUMBER 8602120158).

PARCEL B:

A TRACT OF LAND LOCATED IN LOT 33 OF BEVERLY BERRY TRACTS, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 20, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 33 AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°06'25" EAST ALONG THE NORTH MARGIN OF SAID LOT 33 FOR 113.29 FEET;
THENCE SOUTH 01°18'48" WEST FOR 180.00 FEET;
THENCE NORTH 88°06'25" WEST FOR 113.02 FEET TO THE WESTERLY MARGIN OF SAID LOT 33;
THENCE NORTH 01°13'39" EAST ALONG SAID WESTERLY MARGIN 180.00 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE WESTERLY 30 FEET.

(ALSO KNOWN AS LOT 2, AS SHOWN ON SURVEY RECORDED IN VOLUME 22 OF SURVEY, PAGE 128, UNDER RECORDING NUMBER 8602125005 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND AS SET FORTH IN DECLARATION OF OWNERSHIP RECORDED ON FEBRUARY 12, 1986, UNDER RECORDING NUMBER 8602120158).

SITUATE IN THE CITY OF EVERETT, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Assessor Parcel Number (APN)

APN: 00392200003302

The address for the Exhibit A above is as follows:

1902 and 1904 West Casino Road, Everett, WA 98204

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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.

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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.

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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 conditions 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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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. 00392200003302

Amount Billed: \$33,991.16 | Amount Paid: \$33,991.16 | Amount Due: \$0.00

Tax Levy Code: 00025

Assessed Values: Land: \$718,800.00 | Improvements: \$3,523,200.00 | Total: \$4,242,000.00

3. Taxes for the year 2026 not yet available or due, but are payable February 15, 2026.
4. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon the land; and rights of tenants to remove trade fixtures at the expiration of the term.
5. Matters affecting security interests in personal property which may be disclosed by a search of the uniform commercial code (UCC) records at the Washington State Department of Licensing.
6. Reservations contained in instrument recorded as document #684423 in the [official records](#).
7. Easement and the terms and conditions thereof:
Grantee: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line(s)
Area affected: a portion of said premises
Recorded as document #8305180210 in the [official records](#)
8. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the plat survey recorded under recording no. as document #8602125005 and 8602120158 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.

9. Easement and the terms and conditions thereof:
Grantee: Viacom Cablevision
Purpose: Community antenna television system
Area affected: a portion of said premises
Recorded as document #8803230265 in the [official records](#)
10. Deed of Trust and the terms and conditions thereof:
Grantor: Roger D. Werner and Lynne E. Werner, husband and wife
Trustee: Pacific Northwest Title
Beneficiary: ABN AMRO Mortgage Group, Inc
Original Amount: \$637,500.00
Dated: April 4, 2002
Recorded as document #200207090231 in the [official records](#)

Said instrument is a re-record of instrument recorded as document #200204050250 in the [official records](#).

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Assignment of the Deed of Trust:
Assignee: Teche Federal Savings Bank
Recorded as document #200502280550 in the [official records](#)

11. Terms and conditions of matters disclosed by a properly completed Owner's Affidavit. Please execute the attached [Owner's Affidavit](#) and return to the Company as soon as possible.

PLEASE NOTE: If ownership of the subject property has changed or changes occur between the date of the completed owner's affidavit and the date of recording, please contact the Company. A new, properly executed owner's affidavit will be required.

(END OF SPECIAL EXCEPTIONS)

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INFORMATIONAL NOTES

1. In the past 36 months, there have been no conveyances of record for the property described in Schedule A herein. Title was acquired by deed recorded as document #9603080434 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:
1902 and 1904 West Casino Road
Everett, WA 98204
[Map](#)

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:

LOTS 1 & 2, AS SHOWN ON SURVEY RECORDED IN VOLUME 22 OF SURVEY, PAGE 128, UNDER RECORDING NUMBER 8602125005; SNOHOMISH COUNTY

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 \$5.52 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.

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
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a(n) Nebraska 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.

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By: _____
Sally F. Tyler, President

By: _____
Lisa W. Cornehl, Secretary



Privacy Notice

Last Updated and Effective Date: December 1, 2024

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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