ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

25007336GV **Revision 1**

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, Chicago Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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CHICAGO TITLE INSURANCE COMPANY

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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 1795 West State Street Geneva, IL 60134 Main Phone: (630)232-2750 Email: ctgeneva@ctt.com	Chicago Title and Trust Company 1795 West State Street Geneva, IL 60134 Main Phone: (630)232-2750 Main Fax: (630)232-2341

Issued By: Chicago Title Company, LLC

1795 West State Street Geneva, IL 60134

Order Number: 25007336GV

Property Ref.: vacant land Oak Grove Road, Harvard, IL 60033

SCHEDULE A

1. Commitment Date: November 18, 2025

Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the

vested owner identified at Item 4 below

Proposed Amount of Insurance: \$10,000.00 The estate or interest to be insured: Fee Simple

The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

Oak Grove Partners, an Illinois limited liability company

The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

PARCEL 1:

A PARCEL OF LAND BEING OUTLOT A AS DESIGNATED UPON THE REPLAT OF OAK GROVE CROSSING - PHASE 2 BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION WAS RECORDED MAY 1, 2001 AS DOCUMENT NO. 2001R0027669 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND BEING LOT 5 AND OUTLOT B AS DESIGNATED UPON THE REPLAT OF OAK GROVE CROSSING - PHASE 2 BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION WAS RECORDED MAY 1, 2001 AS DOCUMENT NO. 2001R0027669 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27: THENCE SOUTH 0 DEGREES 14 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2293.22 FEET TO THE NORTHEAST CORNER OF OAK GROVE CROSSING UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26 AND PART OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION WAS RECORDED JULY 18, 1996 AS DOCUMENT NO. 1996R037118 IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 45 MINUTES 52 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT NO. 1, A DISTANCE OF 127.00 FEET; THENCE SOUTH 82 DEGREES 02 MINUTES 44 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT NO. 1, A DISTANCE OF 66.60 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 52 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT NO. 1 AND THE NORTHERLY LINE OF OAK GROVE CROSSING UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 27, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION WAS RECORDED OCTOBER 2, 2003 AS DOCUMENT NO. 2003R0137128 IN SAID RECORDER'S OFFICE, A DISTANCE OF 764.72 FEET; THENCE SOUTH 67 DEGREES 25 MINUTES 44 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT 3, A DISTANCE OF 203.23 FEET; THENCE SOUTH 67 DEGREES 08 MINUTES 07 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT 3. A DISTANCE OF 70.00 FEET; THENCE SOUTH 70 DEGREES 34 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT 3 AND THE NORTHERLY LINE OF OAK GROVE CROSSING UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION WAS RECORDED OCTOBER 14, 2004 AS DOCUMENT NO. 2004R0091734 IN SAID RECORDER'S OFFICE, A DISTANCE OF 384.09 FEET; THENCE THE FOLLOWING 11 CALLS ALL BEING ALONG THE NORTHERLY LINE OF SAID OAK GROVE CROSSING UNIT 4, NORTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, A DISTANCE OF 94.20 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 12 SECONDS EAST, A DISTANCE OF 118.06 FEET; THENCE NORTH 13 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 70.25 FEET; THENCE NORTH 29 DEGREES 32 MINUTES 32 SECONDS WEST, A DISTANCE OF 282.22 FEET; THENCE NORTH 13 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 66.10 FEET; THENCE NORTH 10 DEGREES 01 MINUTE 00 SECONDS WEST, A

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EXHIBIT "A"

Legal Description

DISTANCE OF 128.05 FEET; THENCE SOUTH 71 DEGREES 40 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.19 FEET; THENCE SOUTH 79 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 180.91 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 28 SECONDS WEST, A DISTANCE OF 390.06 FEET; THENCE SOUTH 75 DEGREES 41 MINUTES 31 SECONDS WEST, A DISTANCE OF 68.28 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 46 SECONDS WEST. A DISTANCE OF 126.74 FEET TO THE NORTHWEST CORNER OF SAID OAK GROVE CROSSING UNIT 4, SAID POINT LYING IN THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 0 DEGREES 00 MINUTES 01 SECOND WEST ALONG THE WEST LINE OF THE NORTHEAST CORNER OF SAID SECTION 27, A DISTANCE OF 1594.98 FEET TO THE SOUTHERLY LINE OF A PUBLIC ROAD DESIGNATED OAK GROVE ROAD (AS MONUMENTED AND OCCUPIED): THENCE NORTH 56 DEGREES 47 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID OAK GROVE ROAD, A DISTANCE OF 709.42 FEET TO THE NORTHWEST CORNER OF THE PREMISES CONVEYED BY STATE BANK TO LEOPOLDO VAZQUEZ GONZALEZ BY WARRANTY DEED RECORDED MARCH 9, 2021 AS DOCUMENT NO. 2021R0012988 IN SAID RECORDER'S OFFICE; THENCE SOUTH 33 DEGREES 10 MINUTES 41 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PREMISES SO CONVEYED, A DISTANCE OF 472.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 68 DEGREES 01 MINUTES 28 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PREMISES SO CONVEYED, A DISTANCE OF 496.49 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 07 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID PREMISES SO CONVEYED, A DISTANCE OF 221.88 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27: THENCE SOUTH 89 DEGREES 22 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1312.16 FEET TO THE POINT OF BEGINNING. ALL BEING SITUATED IN THE COUNTY OF MCHENRY AND THE STATE OF ILLINOIS.

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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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- 8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- 10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
- 11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

END OF SCHEDULE B, PART I

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Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

General Exceptions

- 1. Rights or claims of parties in possession not shown by Public Records.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. 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. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- D 8. Taxes for the years 2024 and 2025.

Taxes for the years 2025 are not yet due or payable.

Permanent Tax No.: 01-22-477-014 (Affects part of Parcel 2/Lot 5)

Note: Taxes for the year 2024 amounting to \$132.60 are paid of record.

E 9. Taxes for the years 2024 and 2025.

Taxes for the years 2025 are not yet due or payable.

Permanent Tax No.: 01-22-477-015 (Affects part of Parcel 2/Outlot B)

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Note: Due to the \$150 Exclusion Law, 35 ILCS 200/18-40, there is no amount due for tax year 2024.

F 10. Taxes for the years 2024 and 2025.

Taxes for the years 2025 are not yet due or payable.

Permanent Tax No.: 01-27-226-001 (Affects part of Parcel 3)

Note: Due to the \$150 Exclusion Law, 35 ILCS 200/18-40, there is no amount due for tax year 2024.

C 11. Taxes for the years 2024 and 2025.

Taxes for the years 2025 are not yet due or payable.

Permanent Tax No.: 01-22-477-009 (Affects Parcel 1)

Note: Due to the \$150 Exclusion Law, 35 ILCS 200/18-40, there is no amount due for tax year 2024.

G 12. Taxes for the years 2024 and 2025.

Taxes for the years 2025 are not yet due or payable.

Permanent Tax No.: 01-27-226-007 (Affects part of Parcel 3)

Note: Taxes for the year 2024 amounting to \$3,419.92 are paid of record.

Η 13. Taxes for the years 2024 and 2025.

Taxes for the years 2025 are not yet due or payable.

Permanent Tax No.: 01-27-251-003 (Affects part of Parcel 3)

Note: Taxes for the year 2024 amounting to \$2,677.42 are paid of record.

14. I Note for information:

> The "mail to" address on the current tax bill differs from the property address referenced here in this commitment. As an anti-fraud measure, an "absentee owner" letter has been sent to the address noted on the tax bill requesting that the property owner confirm their intent to sell the property. Additional steps will be taken prior to closing to confirm the identity of the seller. Those steps may involve the use of Mitek,

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(continued)

a third party identity verification service, or the use of Remote Online Notarization.

- 15. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company J reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- Κ 16. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, the Company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:

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.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- L 17. 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.
- 18. The Company will require the following documents for review prior to the issuance of any title insurance M predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Oak Grove Partners

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which

the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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(continued)

- N 19. The names of the Proposed Insured should be provided in order that a judgment search can be made against parties prior to the execution and recording of the deed and mortgage to be insured, if any.
- O 20. Note: We should be furnished with the selling price:

The Title Insurance Premium, Transfer Taxes, Recordings or Closing Fee have not been billed or are subject to change, depending on the sales price. The invoice is subject to rebilling until final requests for insurance, endorsements and services are made and all documents to be recorded have been received, and this commitment is subject to such additional exceptions as may be deemed necessary.

- P 21. Upon any conveyance or mortgage of the land, a statement from the Secretary of the Board of Managers of the townhome, homeowners, or other association, that there are no unpaid assessment liens existing by reason of the nonpayment of assessments should be furnished. Note: The statement should cover the recording date of the mortgage or, if title is to be conveyed, the recording date of the deed, whichever date is later.
- Q 22. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- R 23. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

(Affects Parcel 3)

- S 24. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.
- T 25. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- U 26. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
- V 27. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, relating in part to association, assessment and lien therefor, as set forth in the document set forth below, as amended from time to time recorded on December 4, 1996 as recording no. 96R061543.

(Affects Parcels 1 and 2)

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W 28. Easement rights of first State Bank of Harvard, as trust no. 172 for ingress and egress over a strip of land 66 feet wide acquired by grant from first State Bank of Harvard, trust no. 126 recorded February 15, 1977 as document no. 686691 and the provisions therein contained. Affects a strip of land 66.0 feet wide over part of the east half of the southeast quarter of section 22 and over part of the east half of the northeast quarter of section 27, all in township 46 north, range 5 east of the third principal meridian, the center line of which is described as follows: beginning at the intersection of the center line of Oak Grove Road (Pearl Street) with a line that is 33.0 feet easterly of (measured at right angles thereto) and parallel with the west line of the east half of the southeast quarter of section 22, as aforesaid; thence southerly, along said center line, being along said parallel line, a distance of 519,48 feet to the south line of the southeast quarter of said section 22; thence southerly and southeasterly, along said center line, being along a curve to the left having a radius of 301.13 feet (The chord of said curve forms an angle of 22 degrees 13 minutes 06 seconds to the left with the prolongation of the last described course) a distance of 233.54 feet; thence southeasterly, along said center line, being tangent to the last described curve, a distance of 30.72 feet to a point on a line that is 231.5 feet southerly of (measured at right angles thereto) and parallel with the north line of the northeast quarter of section 27, township and range aforesaid; thence easterly along said center line, being along said parallel Line, a distance of 1172.39 feet to the east line of the northeast quarter of said section 27, for the terminus of the center line of said 66.0 feet wide strip of land excepting therefrom that part of the above described land falling within the right of way of Oak Grove Road (Pearl Street), being situated in McHenry County, Illinois.

(Affects Parcels 1, 2 and 3)

X 29. Terms and provisions contained in a road and utility construction and Easement agreement dated April 19, 1996 and recorded May 10, 1996 as document number 96R024253 by and between Harvard homes L.L.C. and first State Bank of Harvard as trustee under trust agreement dated January 13, 1971 and known as trust number 104.

(Affects Parcels 1 and 2)

Y 30. Terms and provisions contained in a department of the army permit issued by Chicago District, U.S. Army Corps of Engineers, to Oak Grove Crossing, Permittee, recorded July 12, 1996 as document number 96R036130.

(Affects Parcels 1 and 2)

Z 31. Terms and provisions contained in an easement and maintenance agreement for drainage between Oak Grove Partners, L.L.C., and First State Bank of Harvard as trustee under trust agreement dated December 18, 1989 and known as trust no. 429 recorded August 20, 1996 as document number 96R042890.

(Affects Parcels 1 and 2)

AA 32. Terms and provisions contained in an easement and maintenance agreement for drainage between Oak Grove Crossing Neighborhood Association and Oak Grove Partners, L.L.C. and Harvard Homes L.L.C. recorded December 4, 1996 as document number <u>96R061542</u>.

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(continued)

(Affects Parcels 1 and 2)

AB 33. Terms and provisions contained in an ordinance approving the final plat of subdivision and final plat of easement for Oak Grove Crossings, Unit 1, Ordinance No. 96-148, recorded July 18, 1996 as document number 96R037116.

(Affects Parcels 1 and 2)

AC 34. Terms and provisions contained in an ordinance granting variations from sections 13a.02d, use of sewers required, and section 13b.03, use of water facilities required, of the Harvard municipal code for the model homes in the Oak Grove Crossing Subdivison; authorizing execution of Final Plat of Subdivision - Phase 2; and waving public hearing, ordinance no. 99-140, recorded October 14, 1999 as document number 1999R0071501.

(Affects Parcels 1 and 2)

AD 35. Reservation unto an authorized telephone company, an authorized electric company, an authorized natural gas company and an authorized C.A.T.V. Company and the city of Harvard, Illinois of the easement shown on the plat of Pak Grove Crossing Phase 2 according to the plat thereof recorded October 7, 1999 as document number 1999R0070112, all as reserved in the vacation of plat of subdivision of Oak Grove Crossing Phase 2 recorded May 1, 2001 as document number 2001R0027667.

(Affects Parcels 1 and 2)

AE 36. Easement in favor of an authorized telephone company, authorized C.A.T.V. Franchise, an authorized electric company, an authorized natural gas company, and other public utilities providing similar services, Commonwealth Edison Company and Illinois Bell Telephone Company (Ameritech), and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded/filed as document no. 96R037118, the plat recorded as document number 1999R0070112, and the Replat recorded as Document number 2001R0027669.

(Affects Parcels 1 and 2)

AF 37. Note on the plat of subdivision recorded as document number <u>96R037118</u> and plat of subdivision recorded as document number <u>1999R0070112</u> as follows:

5.0 foot wide public utility easements along the side and rear lot lines and a 10 foot wide public utility easement along R.o.w. Lines (unless larger easemenets are shown) are hereby granted to all public utility companies and the City of Harvard.

(Affects Parcels 1 and 2)

AG 38. Public utility easement as shown the Replat recorded as document number 2001R0027669, affecting the

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(continued)

following:

The East 20 feet and the North and West 10 feet of Outlot A (AffectsParcel 1) The East 20 feet and the West 10 feet of Lot 5 and Outlot B (Affects Parcel 2)

AH 39. Building set back line 25 feet back from the West line of Lot 5 as shown on the Replat recorded as document Number 2001R0027669.

(Affects Parcel 2)

Al 40. Terms, provisions, and conditions relating to the easement for ingress and egress recorded September 20, 1990 document <u>90R35030</u> contained in the instrument creating said easement.

Rights of the adjoining owner or owners to the concurrent use of said easement.

(Affects Parcel 3)

AK 41. Terms and provisions of Recapture Agreement, recorded March 23, 2001 as Document No. 2001R0017531. (See instrument for particulars)

(Affects Parcel 3)

AL 42. Terms and provisions of Right-of-Way and Easement Grant made by Oak Grove Partners to Guardian Pipeline L.L.C., its successors and assigns, recorded June 21, 2002 as Document No. 2002R0054778.

(Affects Parcel 3)

AM 43. Terms and provisions of Easement Agreement made by Oak Grove Partners to Frontier North Inc., its successors and assigns, recorded August 11, 2011 as Document No. 2011R0032147.

(Affects Parcel 3)

AP 44. Sanitary Sewer Force Main of City of Harvard as disclosed by survey dated November 18, 2025 of ARC Design Resources Inc. no. ARC 25097

Note: Per information from seller attorney an easement 12 feet wide in favor of City of Harvard to be recorded

AN 45. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

(This note will be waived for policy).

AO 46. Informational note: To schedule closings in the Aurora or Yorkville offices, please call: (630) 892-3775. To

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schedule closings in the Geneva office, please call: (630) 232-2750. To schedule closings in the Elgin office, please call: (847) 844-1166. To schedule closings in the Sycamore office, please call: (815) 758-5900. For closing information/figures, please call the scheduling office.

END OF SCHEDULE B, PART II

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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.

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(continued)

- 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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

http://www.fbi.gov

Internet Crime Complaint Center:

http://www.ic3.gov

Original Effective Date: 5/11/2017
Current Version Date: 5/11/2017

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

To provide products and services to you or in connection with a transaction involving you.

- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries:
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginguiries@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Request</u> website or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer