



FILE NUMBER:

60032404-103

COMMITMENT VERSION:

No. 1 issued by Title Resources Guaranty Company

PROPERTY ADDRESS:

7677 West Mercer Way, Mercer Island, WA 98040

PARCEL ID:

5451300065

LENDER:

To Be Determined

BUYER:

To Be Determined

SELLER:

Andrew T. Engel, as Trustee of the Engel Family Irrevocable Trust utd dated February 25, 2011

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: 60032404-103
 Issuing Office File Number: 60032404-103
 Property Address: 7677 West Mercer Way, Mercer Island, WA 98040
 Revision Number: 1

SCHEDULE A

1. Commitment Date: January 28, 2026 at 8:00 AM
2. Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. ALTA Homeowner's Policy Basic	\$10,000.00	\$440.00	\$45.32	\$485.32

PROPOSED INSURED: **To Be Determined**

	AMOUNT	PREMIUM	TAX	TOTAL
b. ALTA Loan Policy Extended Purchase Money Loan	\$10,000.00	\$465.00	\$47.90	\$512.89

PROPOSED INSURED: **To Be Determined**

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
<input checked="" type="checkbox"/> ALTA 8.1	\$0.00	\$0.00	\$0.00

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
<input checked="" type="checkbox"/> ALTA 9-06	\$0.00	\$0.00	\$0.00

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
<input checked="" type="checkbox"/> ALTA 22-06	\$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:
Andrew T. Engel, as Trustee of the Engel Family Irrevocable Trust utd dated February 25, 2011
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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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

TITLE RESOURCES GUARANTY COMPANY

8111 LBJ Freeway Ste. 1200, Dallas, TX 75251

J. Scott McCall
By: _____
J. Scott McCall, President/CEO

Owen E. Girard
By: _____
Owen E. Girard, Secretary

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EXHIBIT "A"

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

TRACT 6, MERCER ISLAND PARK, ACCORDING TO PLAT RECORDED IN VOLUME II OF PLATS, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS ADJOINING;

AND TOGETHER WITH THAT PORTION OF THE NORTH 14 FEET OF SOUTHEAST 79TH STREET ADJOINING SAID TRACT 6 ON THE SOUTH LYING EAST OF A LINE 50 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID TRACT 6 FROM THE PRESENT SHORELINE OF LAKE WASHINGTON, AS SAID STREET WAS VACATED BY ORDER OF THE KING COUNTY COMMISSIONERS, RECORDED IN VOLUME 51 OF COMMISSIONERS RECORDS, PAGE 131.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

Assessor Parcel Number (APN)

APN: 5451300065

The address for the Exhibit A above is as follows:

7677 West Mercer Way, Mercer Island, WA 98040

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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

STANDARD EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

SPECIAL EXCEPTIONS

1. Real estate excise tax pursuant to the authority of RCW Chapter 82.45 and WAC 458-61A, and subsequent amendments thereto.
For conveyances dated January 1, 2020, and after, the tax rate is determined using a graduated scale based on the selling price of said property.

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

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

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

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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: 2026

Tax Account No. 5451300065

Amount Billed: \$22,608.11 | Amount Paid: \$0.00 | Amount Due: \$22,608.11

Tax Levy Code: 1031

Assessed Values: Land: \$3,174,000.00 | Improvements: \$295,000.00 | Total: \$3,469,000.00

3. Note: Taxes for the year 2026 have not been certified by the assessor's office and are subject to change.
4. Notice of tap or connection charges, including any amendments thereto recorded subsequent to the original notice shown below, which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.
City/County/Agency: City of Mercer Island
Recorded as document #7712060812 in the [official records](#)
5. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded plat of Mercer Island Park recorded 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.

6. Reservations contained in deed from the State of Washington recorded as document #2576527 in the [official records](#), reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of State of Washington or its successors, subject to payment of compensation therefor, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in deed referred to above.

7. Easement and the terms and conditions thereof:
Grantee: Mercer Island Sewer District
Purpose: Sewer pipeline(s)
Area affected: a portion of said premises
Recorded as document #5813170 in the [official records](#)
8. Agreement creating a beneficial easement for vehicular and pedestrian ingress, egress and utilities and the terms and conditions thereof:
Recorded as document #8102240400 in the [official records](#)
9. Reciprocal easement agreement regarding constructing, maintaining and using dock and the terms and conditions thereof:
Recorded as document #8205260303 in the [official records](#)
10. Matters set forth by survey recorded as document #20240523900002 in the [official records](#)

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11. Terms and conditions of unrecorded settlement agreement dated April 10, 1980, as referenced in order of dismissal entered in King County Superior Court Cause 839626 Engel V. Lewis, ET AL.
12. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
13. Private easements rights, if any, of adjacent owners over vacated streets and alleys; unrecorded, common law, private easement rights may persist despite cessation of public easement by: 1) non-user statute, RCW 36.87.090; or 2) by vacation or release of public interest.
14. Please be advised that our title search did not disclose any open deeds of trust in the public record. If you have knowledge of any outstanding obligation(s), please contact the title department immediately for further review prior to closing.
15. Terms and conditions of the trust under which title is claimed. A copy of the trust and amendments, if any, or a certification of trust which meets the requirements of RCW 11.98.075 must be submitted for our review. Upon review of a certification of trust, additional excerpts from the original trust instrument and later amendments may be required. Any proposed transaction must comply with the conditions provided for in RCW 11.100.140.
16. 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.

17. Matters relating to the questions of survey, rights of parties in possession, and unrecorded lien rights for labor and material, if any, the disposition of which will be furnished by supplemental report.
18. This commitment requires review and approval by higher level underwriting authority, and the commitment may be revised or withdrawn if higher level underwriting authority determines that the transaction may not be insured as proposed herein. A determination by higher level underwriting authority will be furnished by supplemental report.

(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 #20110317000564 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. 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.
4. 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:
7677 West Mercer Way
Mercer Island, WA 98040[Map](#)
5. 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:

TRACT 6 MERCER ISLAND PARK, KING COUNTY
6. 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).
7. 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.
8. 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.
9. A \$5.52 electronic document recording fee and a \$2.00 mailing fee will be charged for each document recorded.

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

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

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

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

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

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

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

Disclosure of Affiliated Business.

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

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Title Resources Guaranty Company, a(n) Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- 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.


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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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


By: _____
J. Scott McCall, President/CEO


By: _____
Owen E. Girard, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <p style="padding-left: 40px;">Social Security number and account balances Payment history and credit card or other debt Checking account information and wire transfer instructions</p> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.trguw.com/privacypolicy	

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