

Cover page for:

Preliminary Title Insurance Schedules

Preliminary title insurance schedules prepared by:

Gibson County Abstract & Title Co., Inc.

(File Number: GC190179)

Note: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers shown in the Revised Auction Tract Map (Exhibit A) which is included in each Bidder's Packet. The tract numberings are cross-referenced in the table below.

Auction Tract Numbers:	Title Company's Tract Numbers:
1	7
2	8
3	6, 9, 12
4	10
5	1, 2, 3, 5
6	2, 3, 5
7	3
8	3, 11

For October 22, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Stacy Wissel, as Chapter 7 Trustee

Commitment Number: GC190179

STEWART TITLE
GUARANTY COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Commitment Date: July 9, 2020 at 07:00 AM.
2. Policy (or Policies) to be issued:
 - (a) Owner's Policy (ALTA Own. Policy (2006)) Policy Amount \$1,000.00
Proposed Insured:

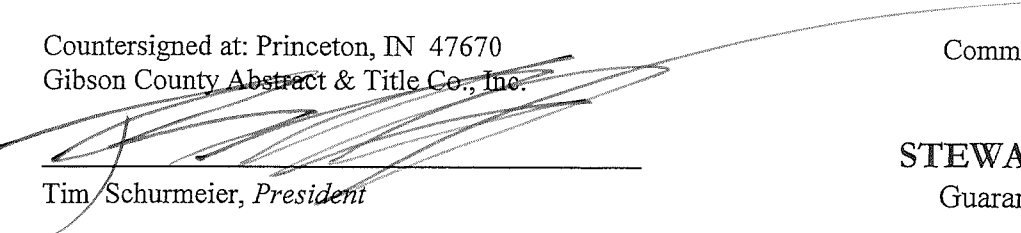
TO BE DETERMINED
 - (b) Loan Policy (ALTA Loan Policy (2006)) Policy Amount \$
Proposed Insured:
 - (c) Policy Amount \$
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Frank A. Brittingham and Marlene S. Brittingham, husband and wife, subject to a life estate in favor of Phyllis Brittingham in Tract 11 and in the oil and gas in and under the subject real estate.
4. The land referred to in the Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO.

Countersigned at: Princeton, IN 47670
Gibson County Abstract & Title Co., Inc.

Commitment No. GC190179
Schedule A--Page 1


Tim Schurmeier, *President*

STEWART TITLE
Guaranty Company

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Any documents recorded after June 30, 2006 that are executed and acknowledged in Indiana must contain the following affirmation: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." The affirmation must be contained within the document or on a separate form attached to the document for recording.
3. By virtue of I.C. 27-7-3.6, a fee of \$5.00 payable to the title insurance underwriter will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
4. Note for information: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashiers check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.
5. Warranty Deed from Frank A. Brittingham and Marlene S. Brittingham, husband and wife, or Trustee's Deed in the Bankruptcy of Frank A. Brittingham and Marlene S. Brittingham in the United States Bankruptcy Court, Southern District of Indiana, Evansville Division, Case No. 20-70141-AKM-7 pursuant to proper procedures and the Order in the identified Bankruptcy, vesting fee simple title in Proposed Insured.
6. Satisfaction & release of record of Mortgage dated September 20, 2017 from Frank A. Brittingham and Marlene S. Brittingham, husband and wife, Mortgagor(s) to Haubstadt State Bank, Mortgagee, recorded September 22, 2017 as Instrument No. 201700004014 and Corrected Mortgage, recorded February 23, 2018 as Instrument No. 201800000724, in the Office of the Recorder of Gibson County, Indiana.
7. Satisfaction & release of record of Mortgage dated September 20, 2017 from Frank A. Brittingham and Marlene S. Brittingham, husband and wife, Mortgagor(s) to Haubstadt State Bank, Mortgagee, recorded September 28, 2017 as Instrument No. 201700001858, in the Office of the Recorder of Pike County, Indiana.

8. Dismissal of a case entitled Chase Brittingham vs. Phyllis Brittingham, Frank Brittingham, Marlene Brittingham, et al as Cause No. 26D01-1906-PL-000905, in the Superior Court of Gibson County, Indiana.

9. Payment of Delinquent real estate taxes and subsequent penalties for Gibson County as follows:

Tracts 1 and 2 under Duplicate Number 26-06-16-200-000.045-017, for the Spring and Fall installments of 2018 due in 2019 in the amount of \$692.78 and delinquent first installment for 2019 due in May, 2020 in the amount of \$195.83 and penalty.

Patoka River Conservancy, for the 2019 and 2020 installments in the amount of \$19.08.

Tracts 3 & 5 under Duplicate Number 26-06-16-200-000.042-017 for 2018 taxes due in May, 2019 for the Spring and Fall installments and penalty, in the amount of \$1,677.84 and delinquent first installment for 2019 due in May, 2020 in the amount of \$784.31.

Patoka River Conservancy, due in one payment in the Spring and penalty, in the amount of \$28.89.

Miller Drainage Assessment, due in one payment in the Spring of 2019 and 2020 and penalty, in the amount of \$21.00.

Tracts 6 & 9 under Duplicate Number 26-06-16-100-000.849-017 for the Spring and Fall installments of 2018 due and payable in 2019 and penalty and the Spring, 2020 installment in the amount of \$1,213.07.

Patoka River Conservancy, for the Spring installment in the amount of \$33.13.

Tract 7 under Duplicate Number 26-06-16-200-000.850-017, for the Spring and Fall installments of 2018 due and payable in 2019 and penalty in the amount of \$1,161.60 plus Spring, 2019 due and payable in May, 2020 in the amount of \$507.96.

Patoka River Conservancy, for the Spring and Fall installments for 2019 and penalty in the amount of \$37.88 plus delinquent Spring, 2020 installment in the amount of \$17.22.

Tract 8 under Duplicate Number 26-06-16-200-000.851-017, for the Spring and Fall installments of 2018 due and payable in 2019 and penalty in the amount of \$616.00 and the Spring, 2019 due and payable in May, 2020 in the amount of \$269.39.

Patoka River Conservancy, due in one payment in the Spring, 2019 and penalty, in the amount of \$25.08 and in the Spring, 2020 in the amount of \$22.80.

Tract 11 under Duplicate No. 26-06-16-200-003.895-017 for the Fall installment of 2018 due and payable in November, 2019 plus current penalties in the amount of \$353.20 and the Spring installment of 2019 due and payable in May, 2020 plus penalty in the amount of \$312.73

Patoka River Conservancy due in one payment in May, 2020 plus penalty in the amount of \$5.50

Tract 12 under Duplicate No. 26-06-16-100-002.785-017 for the Spring installment of 2019 tax due and payable in May, 2020 and penalty in the amount of \$254.55

10. Payment of Delinquent real estate taxes and penalties for Pike County as follows:

Tract 10 under Duplicate Number 63-05-09-300-015.000-001, for the Spring and Fall installments of 2018 due and payable in 2019 and penalty in the amount of \$561.80 plus the Spring installment of 2019 due and payable in May, 2020 in the amount of \$172.00.

Lower Patoka Maintenance due in May, 2020 in the amount of \$12.75.

11. Resurvey and Correction Deed for Tract 12.

12. In the event any interest owned by Phyllis Brittingham is to be sold then obtain Release of Tax Warrant #11693456 in the amount of \$520.42 plus accrued interest.

**ALL RECORDS FOUND IN THE OFFICE OF THE RECORDER OF GIBSON AND PIKE COUNTY,
INDIANA.**

Commitment Number: GC190179

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

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 hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Acreage indicated in legal description is solely for the purpose of identifying the tract and should not be construed as insuring the quantity of land.
3. The Commitment does not republish any covenant, condition, restriction, or limitation contained in any document to the extent that the 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.
4. Easement or claims of easements not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspections of the premises.
6. 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.
7. Rights or claims of parties in possession not shown by the public records.
8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
9. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

11. The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A.

12. REAL ESTATE TAXES FOR GIBSON COUNTY:

The Spring and Fall installments of 2019 taxes due and payable May and November, 2020, and taxes and assessments subsequent thereto.

Tracts 1 & 2 of the subject real estate are assessed in Washington Township under Duplicate No. 26-06-16-200-000.045-017. The assessed value of the land is \$119,700.00. No improvements are assessed. No Mortgage or Homestead Exemptions are currently being allowed. The Fall installment of 2019 taxes is due and payable in November, 2020 in the amount of \$195.83.

Patoka River Conservancy Drainage Assessment, due and payable in May, 2020. The 2020 installment was due and payable in May, 2020 in the amount of \$19.08 is delinquent.

Tracts 3, and 5 of the subject real estate is assessed in Washington Township under Duplicate Number 26-06-16-200-000.042-017. The assessed value of the land is \$10,100.00 and the assessed value of the improvements are \$68,800.00. No Mortgage or Homestead Exemptions are currently being allowed. The Fall installment of 2019 taxes is due and in November, 2020 in the amount of \$784.31.

Patoka River Conservancy Drainage Assessment due and payable in one installment in May, 2020 in the amount of \$12.06 is delinquent.

Miller Drainage Assessment, due and payable in one installment in May, 2020 is delinquent in the amount of \$10.00.

Tracts 6 and 9 of the subject real estate is assessed in Washington Township under Duplicate Number 26-06-16-100-000.849-017. The assessed value of the land is \$41,900.00 and the assessed value of the improvements is \$4,300.00. No Mortgage or Homestead Exemptions are currently being allowed. The Fall installment of 2019 taxes is due and payable in November, 2020 in the amount of \$459.25.

Patoka River Conservancy Drainage Assessment, due and payable May and November 2020. The Spring and Fall installments of 2020 taxes are due and payable May and November, 2020 in the amount of \$33.13 for each installment. The Spring installment is delinquent,

Tract 7 of the subject real estate is assessed in Washington Township under Duplicate Number 26-06-16-100-000.850-017. The assessed value of the land is \$51,100.00 and there are no improvements. No Mortgage or Homestead Exemptions are currently being allowed. The Fall installment of 2019 taxes is due and payable in November, 2020 in the amount of \$507.96.

Patoka River Conservancy Drainage Assessment, due and payable May and November 2020, and taxes and assessments subsequent thereto. The Spring and Fall installments of 2019 taxes were due and payable May and November, 2020 in the amount of \$17.22. The Spring installment is delinquent.

Tract 8 of the subject real estate is assessed in Washington Township under Duplicate Number 26-06-16-200-000.851-017. The assessed value of the land is \$27,100.00 and there are no improvements. No Mortgage or Homestead Exemptions are currently being allowed. The Fall installment of 2019 taxes is due and payable in November, 2020 in the amount of \$269.39.

Patoka River Conservancy Drainage Assessment, due and payable in one installment in May, 2020 in the amount of \$22.80 is delinquent.

Tract 12 of the subject real estate is assessed in Washington Township under Duplicate No. 26-06-16-200-003.895-017. The assessed value of the land is \$9,000.00. The assessed value of the improvements are \$80,000.00. A Homestead Exemption in the amount of \$45,000.00 and a Supplemental Homestead Exemption in the amount of \$15,400.00 are currently being allowed. The Fall installment of 2019 taxes is due and payable in November, 2020 in the amount of \$284.30.

Subject to Patoka River Conservancy District Assessment. The 2020 Assessment is delinquent as shown in Schedule B-I in the amount of \$5.00 plus penalty in the amount of \$0.50.

Tract 12 of the subject real estate is assessed in Washington Township under Duplicate No. 26-06-16-100-002.785-017. The assessed value of the land is \$12,000.00. The assessed value of the improvements are \$67,200.00. A Homestead Exemption in the amount of \$45,000.00 and a Supplemental Homestead Exemption in the amount of \$10,920.00 are currently being allowed. The Fall installment of 2019 taxes is due and payable November 10, 2020 in the amount of \$231.41.

Subject to Patoka River Conservancy District Assessment. The May, 2020 Assessment in the amount of \$5.00 is delinquent plus penalty in the amount of \$0.50.

13. REAL ESTATE TAXES FOR PIKE COUNTY:

The Spring and Fall installments of 2019 taxes due and payable May and November, 2020, and taxes and assessments subsequent thereto.

Tract 10 of the subject real estate is assessed in Clay Township under Duplicate Number 63-05-09-300-015.000-001. The assessed value of the land is \$17,200.00 and there are no improvements. No Mortgage or Homestead Exemptions are currently being allowed. The Fall installment of 2019 taxes is due and payable in November, 2020 in the amount of \$172.00.

Lower Pat MA EBA Drainage Assessment, due and payable May and November 2020, and taxes and assessments subsequent thereto. The Spring and Fall installments of 2019 taxes due and payable May and November, 2019 in the amount of \$12.75, each installment. The May, 2020 installment is delinquent.

14. SUBJECT TO THE FOLLOWING IN GIBSON COUNTY, INDIANA:

Tract 1 is subject to the following:

Coal Deed dated October 18, 1919 in favor of Pike County Coal Company, recorded October 20, 1919 in Deed Record 86, Page 400.

Coal Deed dated April 12, 1920 in favor of Pike County Coal Company, recorded April 20, 1920 in Deed Record 88, Page 44.

Right of Way dated April 11, 1951 in favor of Ashland Oil & Refining Co., recorded July 26, 1951 in Deed Record 133, Page 81.

Right of Way dated March 21, 1973 in favor of Ashland Pipe Line Company, recorded April 23, 1973 in Deed Drawer 2 Card 6234.

15. Tracts 1 & 2 are subject to the following:

Oil and Gas Lease, dated October 17, 1945 in favor of W.G. Turbeville and J.H. Whiting, recorded January 11, 1946 in Miscellaneous Record 60, Page 409.

Oil and Gas Lease, dated June 26, 1950 in favor of William J. Wheeler, recorded July 26, 1950 in Miscellaneous Record 83, Page 437.

Oil and Gas Lease, dated November 12, 1959 in favor of Gary L. Wirey, recorded March 18, 1960 in Miscellaneous Record 144, Page 123.

16. Tracts 1, 2, 3, 4, 5, 9 & 11 are subject to the following:

Oil and Gas Lease, dated June 24, 1982 in favor of Gearl W. Shoultz and Michael W. Shoultz, recorded August 6, 1987 in Oil & Gas Drawer 1, Card 3800.

17. Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9 & 11 are subject to the following:

Oil and Gas Lease, dated July 6, 2004 in favor of Wheeler Oil, Inc., recorded July 7, 2004 as Instrument No. 200400004934.

18. Tracts 2, 3, 5 & 11 are subject to the following:

Coal Deed dated April 3, 1945, conveying an undivided 2/3 of all the coal, in favor of Pike County Coal Corporation, recorded April 3, 1945 in Deed Record 121, Page 225.

19. Tracts 2, 3, 4, 5 & 11 subject to the following:

Coal Deed dated October 4, 1919 in favor of Pike County Coal Company, recorded October 7, 1919 in Deed Record 86, Page 345.

20. Tracts 3, 5 & 11 are subject to the following:

Coal Deed dated March 26, 1945 in favor of Pike County Coal Company, recorded April 3, 1945 in Deed Record 121, Page 226.

Oil and Gas Lease, dated October 17, 1945 in favor of W.G. Turbeville and J.H. Whiting, recorded January 11, 1946 in Miscellaneous Record 60, Page 411.

Oil and Gas Lease, dated June 26, 1950 in favor of William J. Wheeler, recorded June 26, 1950 in Miscellaneous Record 83, Page 439.

21. Tracts 3, 4, 5, 9 & 11 are subject to the following:

Right of Way dated June 2, 2017 in favor of Pike-Gibson Water, recorded December 11, 2017 as Instrument No. 201700005187.

22. Tract 4 is subject to the following:

Coal Deed dated March 26, 1945 in favor of Pike County Coal Company, recorded April 3, 1945 in Deed Record 121, Page 225.

23. Tracts 4, 5, 9 & 11 are subject to the following:

Right of Way dated March 23, 1951 in favor of Ashland Oil & Refining Co., recorded July 26, 1951 in Deed Record 133, Page 63.

24. Tracts 6 and 12 is subject to the following:

Right of Way dated February 19, 1947 in favor of Ashland Oil & Refining Co., recorded March 7, 1947 in Miscellaneous Record 63, Page 265.

25. Tracts 6, 7, 8 & 12 are subject to the following:

Coal Deed dated November 13, 1919 in favor of Pike County Coal Company, recorded November 14, 1919 in Deed Record 86, Page 543.

Right of Way dated July 6, 1986 in favor of Pike Gibson Water, Inc., recorded January 12, 1989 in Deed Drawer 6, Card 2831.

Oil & Gas Lease dated February 25, 1943 in favor of Chester Oil, recorded March 1, 1943 in Miscellaneous Record 53, Page 482.

26. Tract 7 is subject to the following:

Agreement for Right of Way dated September 30, 1930 in favor of Missouri-Kansas Pipe Line Co., recorded May 16, 1931 in Miscellaneous Record 30, Page 591.

Agreement and Receipt dated June 29, 1999 in favor of Texas Gas Transmission Corporation, recorded July 14, 1999 as Instrument No. 99-4799.

27. Tracts 7 & 8 are subject to the following:

Easement dated March 18, 1976 in favor of Amoco Pipeline Company, recorded March 30, 1976 in Deed Drawer 2, Card 11297.

28. Tract 8 is subject to the following:

Right of Way dated July 13, 1944 in favor of Ashland Oil & Refining Co., recorded July 21, 1944 in Miscellaneous Record 56, Page 480.

29. Tract 9 is subject to the following:

Coal Deed dated November 11, 1919 in favor of Pike County Coal Company, recorded November 13, 1919 in Deed Record 86, Page 540.

30. SUBJECT TO THE FOLLOWING IN PIKE COUNTY, INDIANA:

Tract 10 is subject to the following:

Coal Deed dated April 12, 1920 in favor of Pike County Coal Company, recorded April 13, 1920 in Deed Record 45, Page 150.

Oil & Gas Lease dated July 19, 1939 in favor of Roy L. Crawford, recorded August 15, 1939 in Miscellaneous Record 8, Page 207.

Oil & Gas Lease dated October 15, 1945 in favor of W.G. Turbeville, et al, recorded January 25, 1946 in Oil & Gas Record 3, Page 14.

Right of Way dated February 19, 1947 in favor of Ashland Oil & Refining Co., recorded March 7, 1947 in Miscellaneous Record 12, Page 445.

Oil & Gas Lease dated November 19, 1959 in favor of Gary Wirey, recorded March 16, 1960 in Oil & Gas Record 16, Page 89.

Easement dated June 8, 1972 in favor of Public Service Company of Indiana, Inc., recorded June 17, 1972 in Deed Record 81, Page 405.

Easement dated January 15, 1976 in favor of Public Service Company of Indiana, Inc., recorded January 21, 1976 in Miscellaneous Record 44, Page 243.

Oil & Gas Lease dated December 10, 1976 in favor of Oren F. Miles, recorded February 7, 1977 in Oil & Gas Record 22, Page 195.

Oil & Gas Lease dated November 9, 1979 in favor of Energy Supply, Ind., recorded November 29, 1979 in Oil & Gas Record 24, Page 46.

Oil & Gas Lease dated January 14, 1981 in favor of Robert H. Jacobus, recorded January 14, 1981 in Oil & Gas Record 25, Page 63.

Oil & Gas Lease dated June 24, 1982 in favor of Gearl W. Shoultz, et al, recorded November 22, 1982 in Oil & Gas Record 27, Page 16.

Oil & Gas Lease dated October 22, 2005 in favor of Wheeler Oil, Inc., recorded October 27, 2005 in Oil & Gas Record 39, Page 130.

31. Except all the oil and gas in and under the subject real estate and the right to produce the same for the term of the life of Phyllis Brittingham, as shown in Quit-Claim Deed recorded September 28, 2017 as Instrument No. 201700001857.

**ALL RECORDS FOUND IN THE OFFICE OF THE RECORDER OF GIBSON AND PIKE COUNTY,
INDIANA**

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

STEWART TITLE GUARANTY COMPANY
NATIONAL HEADQUARTERS
Houston, Texas

Case No. GC190179

SCHEDULE C

TRACT 1:

The Northeast Quarter of the Northeast Quarter of Section Sixteen (16), Township One (1) South, Range Nine (9) West, Containing Forty (40) Acres, more or less.

TRACT 2:

A Part of the Southeast Quarter of the Northeast Quarter of Section Sixteen (16), Township One (1) South, Range Nine (9) West, and more particularly described as follows, to-wit: A strip of real estate across the north end, in the form of a parallelogram, and containing three (3) acres, more or less, off the real estate described as follows, to-wit: Begin at the southeast corner of said quarter quarter section and running thence west seven hundred thirty (730) feet, more or less, to the east line of the real estate owned by Ethel Beckwith; thence north to the north line of said quarter quarter section; thence east to the northeast corner of said quarter quarter section; thence south to the point of beginning.

TRACT 3:

A Part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, and More Particularly Described as Follows, to-wit: Begin at the southeast corner of said quarter quarter section and running thence west 730 feet, more or less, to the east line of the real estate owned by Ethel Beckwith, Katie White and Charles Johnson; thence north to the north line of said quarter quarter section; thence east to the northeast corner of said quarter quarter section; thence south to the point of beginning, containing in all 18 acres, more or less, EXCEPT a strip of land in the form of a parallelogram across the north end of said described real estate, containing 3 acres, more or less.

TRACT 4:

A Part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, described as follows, to-wit: Beginning at the Southwest corner of said quarter quarter section, and run thence east, 462 feet; thence north on a line parallel to the west line of said quarter quarter section to the north line of said quarter quarter section; thence west to the northwest corner of said quarter quarter section; thence south to the point of beginning containing 14 acres, more or less.

NOTE: All of Tract 4 is within the EXCEPTION to Tracts 1 through 6 and Tract 9.

TRACT 5:

Part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, and described as follows, to-wit: Beginning at a point in the south line of said quarter quarter section, 462 feet east of the southwest corner thereof and run thence north, parallel to the west line thereof, to the north line thereof; thence east, along the north line of said quarter quarter section 268.75 feet; thence south, parallel to the west line thereof to a point 180 feet north of the south line thereof; thence east, parallel to the south line thereof 124 feet; thence south, parallel to the west line thereof 180 feet to the south line of said quarter quarter section; thence west, 392.75 feet to the place of beginning, and containing 8.66 acres, more or less.

EXCEPTING THEREFROM, A part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West situated in Washington Township, Gibson County, Indiana, being more particularly described as follows: Commencing at a 5/8 inch iron pin bearing an aluminum cap found flush with the road surface in the intersection of Ford Road and County Line Road, said iron pin marking the Southeast corner of the Southeast Quarter of the Northeast Quarter of said section; thence along the South line of said quarter-quarter, North 90 degrees 00 minutes 00 seconds West, 665.41 feet to a railroad spike set flush with the surface of Ford Road, being the POINT OF BEGINNING; thence continuing along said South line, North 90 degrees 00 minutes 00 seconds West, 384.00 feet to a railroad spike set flush with the road surface of Ford Road; thence along the meanderings of a creek the following courses and distances: North 27 degrees 39 minutes 15 seconds East 77.68 feet; North 38 degrees 50 minutes 44 seconds East, 59.67 feet; North 15 degrees 36 minutes 26 seconds East 41.17 feet; North 30 degrees 56 minutes 54 seconds East, 62.04 feet; North 56 degrees 15 minutes 41 seconds East, 101.79 feet (witness a 5/8 inch iron pin bearing a plastic cap inscribed W.L. CLARK IN S0013 set flush with the ground and hereon called an "iron monument", South 90 degrees 00 minutes 00 seconds East, 20.92 feet); thence leaving the meanderings of said creek and parallel with said South line, South 90 degrees 00 minutes 00 seconds East, 209.42 feet to an "iron monument" (passing through an "iron monument" at 114.42 feet); thence South 05 degrees 43 minutes 25 seconds West, 266.00 feet to the point of beginning. Containing 1.92 acres, more or less.

ALSO EXCEPTING THEREFROM, Part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, Washington Civil Township, Gibson County, Indiana, and more particularly described as follows: Commencing at a 1 1/4" iron pin found at the southeast corner of said Quarter Quarter; thence North 89 degrees 39 minutes 44 seconds West along the south line of said Quarter 430.84 feet to a mag nail with washer stamped "HENNESSY LS20200026" set at the Point of Beginning for the following described tract; thence continue North 89 degrees 39 minutes 44 seconds West along said south line 234.57 feet to a set mag nail with washer stamped "HENNESSY LS20200026"; thence North 06 degrees 03 minutes 42 seconds East 266.00 feet to a set 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026"; thence North 88 degrees 57 minutes 47 seconds West 209.42 feet to a point in the centerline of a creek, said point being witnessed by a 5/8 inch iron pin found South 88 degrees 57 minutes 47 seconds East 19.48 feet from said point; thence along said creek centerline the following bearings and distances: North 11 degrees

43 minutes 17 seconds East 98.13 feet; North 34 degrees 08 minutes 37 seconds East 17.49 feet; North 68 degrees 52 minutes 49 seconds East 83.09 feet; North 35 degrees 01 minutes 33 seconds East 69.27 feet; North 21 degrees 49 minutes 47 seconds West 23.43 feet; North 03 degrees 05 minutes 39 seconds East 13.87 Feet; North 48 degrees 21 minutes 59 seconds East 18.03 feet; North 74 degrees 58 minutes 45 seconds East 69.30 feet; South 86 degrees 44 minutes 32 seconds East 41.65 feet; South 41 degrees 55 minutes 47 seconds East 45.56 feet; South 57 degrees 22 minutes 51 seconds East 14.81 feet; South 82 degrees 20 minutes 32 seconds East 19.97 feet; North 60 degrees 31 minutes 27 seconds East 30.76 feet; North 46 degrees 17 minutes 46 seconds East 26.00 feet; North 82 degrees 14 minutes 05 seconds East 11.08 feet; South 63 degrees 26 minutes 06 seconds East 26.78 feet; South 89 degrees 14 minutes 28 seconds East 25.12 feet; North 80 degrees 49 minutes 10 seconds East 9.07 feet to a point witnessed by a 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026" set South 02 degrees 31 minutes 33 seconds West 50.00 feet; thence leaving said creek centerline, South 02 degrees 31 minutes 33 seconds West 509.76 feet to the Point of Beginning, containing 3.43 acres more or less.

ALSO EXCEPTING THEREFROM, Part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, White River Township, Gibson County, Indiana, more particularly described as follows: Commencing at a 1-1/4 inch iron pin found at the southeast corner of said Quarter Quarter; thence North 89 degrees 39 minutes 42 seconds West along the south line of said Quarter Quarter 286.63 feet to a mag nail with washer stamped "HENNESSY LS20200026" set at the Point of Beginning for the following described tract; thence continuing North 89 degrees 39 minutes 42 seconds West along said south line 144.21 feet to a found mag nail with washer stamped "HENNESSY LS20200026"; thence North 02 degrees 31 minutes 33 seconds East 459.76 feet to a found 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026"; thence South 23 degrees 22 minutes 00 seconds East 304.53 feet to a set 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026"; thence South 01 degrees 00 minutes 15 seconds East 180.63 feet to the Point of Beginning, containing 1.00 acre more or less.

TRACT 6:

The East Half of the Northwest Quarter in Section 16, Town 1 South, Range 9 West in Gibson County, Indiana.

EXCEPTING THEREFROM, A part of the East Half of the Northwest Quarter of Section 16, Township 01 South, Range 09 West in Gibson County, Indiana, and more particularly described as follows: Commencing at the Northwest corner of the said half, quarter section; thence south along the west line of the said half quarter section a distance of 733.74 feet to the point of beginning; thence east and perpendicular to the said west line a distance of 268.06 feet; thence south and parallel to the said west line a distance of 325.00 feet; thence west and perpendicular to the said west line a distance of 268.06 feet to the said west line; thence north along the said west line a distance of 325.00 feet to the point of beginning and containing 2.00 acres, more or less.

TRACT 7:

The Southwest Quarter of the Northwest Quarter in Section 16, Town 1 South, Range 9 West in

Gibson County, Indiana.

TRACT 8:

A Part of the Northwest Quarter of the Southwest Quarter in Section 16, Town 1 South, Range 9 West in Gibson County, Indiana; bounded as follows: Begin in the north line of said quarter quarter section at a point 34 rods and 6 feet east of the northwest corner thereof and run south 8 rods; thence west 10 rods and 6 feet; thence south to the south line of said quarter quarter section; thence east 56 rods and 19 links to the southeast corner thereof; thence north to the northeast corner thereof; thence west to the place of beginning, containing 28.32 acres.

EXCEPTING THEREFROM, Part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 1 South, Range 9 West, in Washington Township, Gibson County, Indiana, and more particularly described as follows: Beginning at the northeast corner running thence south along the east line thereof 160.00 feet; thence west and parallel to the north line thereof 544.50 feet; thence north and parallel to the east line thereof 160.00 feet to the north line thereof; thence east along the north line thereof 544.50 feet to the place of beginning and containing 2.000 acres.

TRACT 9:

The West Half of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, Containing 80 Acres, more or less.

EXCEPTING THEREFROM TRACTS 1 THROUGH 6 AND TRACT 9, THE FOLLOWING DESCRIBED REAL ESTATE, Part of the North Half of Section 16, Township 1 South, Range 9 West, Washington Civil Township, Gibson County, Indiana, more particularly described as follows: Beginning at a 5/8 inch iron pin with cap inscribed "Greg Kissel RLS 20700026" found at the northwest corner of the Northeast Quarter of said Section 16; thence South 89 degrees 54 minutes 43 seconds East along the north line of said Southeast Quarter 1996.63 feet to a 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026"; thence South 00 degrees 31 minutes 52 seconds West 1363.20 feet to a point in the centerline of an existing creek, said point being witnessed by a 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026" set North 00 degrees 31 minutes 52 seconds East 50.00 feet; thence along said creek centerline the following bearings and distances: South 07 degrees 38 minutes 57 seconds West 106.80 feet; South 02 degrees 23 minutes 49 seconds East 91.89 feet; South 25 degrees 43 minutes 01 seconds West 57.92 feet; South 01 degrees 09 minutes 58 seconds West 60.22 feet; South 08 degrees 48 minutes 09 seconds East 208.52 feet; South 10 degrees 06 minutes 39 seconds West 283.95 feet; South 48 degrees 21 minutes 59 seconds West 18.03 feet; South 03 degrees 05 minutes 39 seconds West 13.87 feet; South 21 degrees 49 minutes 47 seconds East 23.43 feet; South 35 degrees 01 minutes 33 seconds West 69.27 feet; South 68 degrees 52 minutes 49 seconds West 83.09 feet; South 34 degrees 08 minutes 37 seconds West 17.49 feet; South 11 degrees 43 minutes 17 seconds West 98.13 feet; South 55 degrees 25 minutes 32 seconds West 103.24 feet; South 31 degrees 17 minutes 11 seconds West 62.04 feet; South 15 degrees 56 minutes 43 seconds West 41.17 feet; South 39 degrees 11 minutes 01 seconds West 59.67 feet; South 27 degrees 59 minutes 32 seconds West 77.69 feet to a mag nail with washer stamped "HENNESSY LS20200026" set along the south line of said Southeast Quarter; thence

North 89 degrees 39 minutes 44 seconds West along said south line 969.42 feet to a mag nail with washer stamped "HENNESSY LS20200026"; thence along a creek centerline the following bearings and distances: North 27 degrees 01 minutes 45 seconds West 193.27 feet; North 07 degrees 53 minutes 22 seconds West 158.16 feet; North 21 degrees 08 minutes 29 seconds West 115.28 feet; North 12 degrees 27 minutes 12 seconds West 257.79 feet; North 11 degrees 24 minutes 35 seconds West 281.55 feet; North 18 degrees 43 minutes 53 seconds West 268.30 feet; North 38 degrees 31 minutes 35 seconds West 87.32 feet; North 16 degrees 48 minutes 48 seconds West 170.92 feet; South 88 degrees 34 minutes 30 seconds West 192.64 feet; North 71 degrees 25 minutes 06 seconds West 451.03 feet; North 37 degrees 23 minutes 12 seconds West 206.87 feet; thence North 13 degrees 30 minutes 00 seconds East 167.78 feet; North 09 degrees 02 minutes 08 seconds West 148.03 feet; North 14 degrees 45 minutes 22 seconds East 531.75 feet; North 42 degrees 11 minutes 01 seconds West 84.60 feet; North 10 degrees 12 minutes 17 seconds West 28.57 feet to a point on the north line of the Northwest Quarter of said Section 16, said point being witnessed by a 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026" set South 89 degrees 54 minutes 43 seconds East 50.00 feet; thence from said creek centerline point South 89 degrees 54 minutes 43 seconds East along said north line 503.94 feet to the Point of Beginning, containing 119.66 acres more or less.

TRACT 10:

The Southeast Quarter of the Southwest Quarter in Section 9, Township 1 South, Range 9 West, Clay Township, Pike County, Indiana.

EXCEPTING ALL THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE THAT LIES WITHIN SAID QUARTER QUARTER SECTION: The Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter, all in Section 9, Township 1 South, Range 9 West, Clay Township, Pike County, Indiana, more particularly described as follows: Beginning at a 5/8 inch iron pin with cap inscribed "Greg Kissel RLS 20700026" found at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 9; thence South 89 degrees 54 minutes 43 seconds East 1324.15 feet to a 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026", herein called "monument", set at the southeast corner of said Quarter Quarter; thence North 00 degrees 06 minutes 05 seconds West 1319.77 feet to a "monument" set at the northeast corner of said Quarter Quarter; thence North 89 degrees 54 minutes 37 seconds West 1325.78 feet to a stone found at the northwest corner of said Quarter Quarter; thence North 89 degrees 58 minutes 49 seconds West along the north line of the Southeast Quarter of the Southwest Quarter of said Section 9 a distance of 722.53 feet to a point in the centerline of an existing creek; thence along said creek centerline the following bearings and distances: South 16 degrees 53 minutes 53 seconds East 608.85 feet; South 02 degrees 20 minutes 53 seconds East 239.17 feet; South 07 degrees 29 minutes 26 seconds East 199.95 feet; South 26 degrees 06 minutes 48 seconds West 73.44 feet; South 10 degrees 12 minutes 17 seconds East 237.33 feet to a point on the south line of Southeast Quarter of the Southwest Quarter of said Section 9; thence South 89 degrees 54 minutes 43 seconds East along said south line 503.94 feet to the Point of Beginning, containing 57.62 acres more or less.

TRACT 11:

Part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 1 South, Range 9 West, White River Township, Gibson County, Indiana, more particularly described as follows: Commencing at a 1-1/4 inch iron pin found at the southeast corner of said Quarter Quarter; thence North 89 degrees 39 minutes 42 seconds West along the south line of said Quarter Quarter 286.63 feet to a mag nail with washer stamped "HENNESSY LS20200026" set at the Point of Beginning for the following described tract; thence continuing North 89 degrees 39 minutes 42 seconds West along said south line 144.21 feet to a found mag nail with washer stamped "HENNESSY LS20200026"; thence North 02 degrees 31 minutes 33 seconds East 459.76 feet to a found 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026"; thence South 23 degrees 22 minutes 00 seconds East 304.53 feet to a set 5/8 inch iron pin with cap stamped "K.J. HENNESSY LS20200026"; thence South 01 degrees 00 minutes 15 seconds East 180.63 feet to the Point of Beginning, containing 1.00 acre more or less.

TRACT 12:

A part of the East Half of the Northwest Quarter of Section 16, Township 01 South, Range 09 West in Gibson County, Indiana, and more particularly described as follows: Commencing at the Northwest corner of the said half, quarter section; thence south along the west line of the said half quarter section a distance of 733.74 feet to the point of beginning; thence east and perpendicular to the said west line a distance of 268.06 feet; thence south and parallel to the said west line a distance of 325.00 feet; thence west and perpendicular to the said west line a distance of 268.06 feet to the said west line; thence north along the said west line a distance of 325.00 feet to the point of beginning and containing 2.00 acres, more or less.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;

- (e) Schedule B, Part I "Requirements; [and]
- (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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- (i) comply with the Schedule B, Part I "Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II "Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I "Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II "Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

Use of Personal Information

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

- To fulfill or meet the reason for which the information is provided.

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

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

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

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

Houston, TX 77056