



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## ALTA COMMITMENT FOR TITLE INSURANCE

issued by  
FIDELITY NATIONAL TITLE

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

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

*Fidelity National Title Insurance Company*

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

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ALTA Commitment for Title Insurance (7-1-21) w-MO Mod

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; 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.

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

### 8. PRO-FORMA POLICY

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

### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

### 11. ARBITRATION - INTENTIONALLY DELETED

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent: Monarch Title Company, Inc.  
Issuing Office: 111 E. Broadway, Ste. 100, Columbia, MO 65203-4028  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: MT24E006  
Issuing Office File No.: MT24E006  
Property Address: 2468 County Road 2415, Higbee, MO 65257

### SCHEDULE A

1. Commitment Date: May 10, 2024 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy of Title Insurance (7-1-21) w-MO Mod.  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$0.00  
Premium: \$0.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy of Title Insurance (7-1-21) w-MO Mod.  
Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.  
Proposed Amount of Insurance: \$0.00  
Premium: \$4.00  
The estate or interest to be insured: Fee Simple
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:  
  
Profound Innovations, LLC
5. The Land is described as follows:  
  
All of the East Half of the Southwest Quarter and Twenty (20) acres off the West side of the Southeast Quarter, and all that part of the West Half of the Southwest Quarter lying East of the road, all in Section Five (5), Township Fifty-two (52) North, Range Fifteen (15) West of the Fifth Principal Meridian. All in Randolph County, Missouri.

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**SCHEDULE A**  
(Continued)



\_\_\_\_\_  
MONARCH TITLE COMPANY, INC.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## 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.
  - a. General Warranty Deed from Profound Innovations, LLC to TBD.
  - b. Deed of Trust from TBD to Trustee(s) for TBD, securing the principal amount of \$0.00.
5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Provide proof that any improvements, repairs or alterations have been completed and that all contractors, sub-contractors, labor and materialmen are all paid.
7. The survey exception will be deleted from our title policy if we are provided with an accurate survey of said property showing no title objections, and no easements or claims of easements not shown by the Public Records.

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## SCHEDULE B, PART I

(Continued)

8. If there has been construction, improvements or repairs to or on the property in the last twelve (12) months, or a portion or all of the loan proceeds will be used for such, then mechanic's lien coverage (i.e. deletion of the general mechanic's lien exception) will not be furnished unless arrangements are made prior to closing. The Company reserves the right to raise additional requirements once the nature of the transaction and coverage requests are made known. These additional requirements may include, but are not limited to, review and approval by the Company of the following:

- Audited financials statements from the Owner and General Contractor;
- Execution by Owner and General Contractor of the Fidelity National Title Insurance Company New Construction and Indemnity Agreement; and
- Affidavits from Owner and General Contractor listing all persons who have done lienable work, the total amounts of their contracts, the amounts paid and their respective unconditional final lien waivers.

For all residential property construction transactions, mechanic's lien coverage will not be furnished during the construction period to the owner or construction lender.

For transactions involving the sale to a bona fide purchaser of a newly constructed 1-4 family residential property, or a completed-rehab non-owner occupied 1-4 family residential property, per RSMo. 429.016, the Company requires:

- i) that a Notice of Intended Sale be filed by the owner at least forty-five (45) calendar days prior to the date of the intended closing.
- ii) Unconditional, final lien waivers from all parties named or identified in a recorded Notice of Rights, and a Release of Notice of Rights for all such notices to be filed in the Recorder of Deeds office.
- iii) Unconditional, final lien waivers from any parties identified or known to have done infrastructure work on the development, and releases of any recorded mechanics' liens disclosed by the search and examination of the title.

The Company reserves the right to raise additional requirements if no Notice of Intended Sale is filed, or if the Notice of Intended Sale does not comply with the requirements of RSMo. 429.016, or if the actual closing date is before or more than five (5) days after the date shown on the Notice of Intended Sale. If you have any questions, please contact our Closing Department at 573-441-0725, or at [closer@monarchtitle.com](mailto:closer@monarchtitle.com).

9. Pursuant to Senate Bill No. 1009 effective June 10, 2008, all Real Estate Settlement Funds must be in the form of Cashier's Check, Certified Check, Teller's Check or Wire Transfer. If Monarch Title Company, Inc. is closing this transaction we require compliance with Senate Bill No. 1009. These requirements are subject to certain closing conditions that may dictate that all funds be in the form of certified funds, or wire transfers to our escrow account.
10. IF THIS COMPANY IS PREPARING A HUD 1 SETTLEMENT STATEMENT IN CONNECTION WITH THIS COMMITMENT, WE MUST RECEIVE FIGURES AT A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSING.

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## SCHEDULE B, PART I

(Continued)

11. SB66 Senate Bill 66, which became effective January 1, 2008, requires the issuance of Closing Protection Letters (CPL's) to the Seller and Buyer/Lender in every transaction involving residential (1-4 family) property where Monarch is involved in the closing of the transaction. According to the statute, the CPL is defined as a letter which shall "...indemnify a buyer, lender or seller solely against losses not to exceed the amount of the settlements funds only because of the following acts of the title insurer's named issuing title agency or title agent: (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and (b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage." "Notice Regarding Closing Protection Letter Coverage: Unless Closing Protection Letters are issued to the Lender and or Buyer, and Seller and the fee for the letter has been paid, their respective interests in the closing or settlement are not protected by Fidelity National Title Insurance Company as described in 381.058 RSMO" Missouri Senate Bill 833, which became effective August 28, 2016, requires the issuance of Closing Protection Letters to both the Seller and the Buyer/Lender in every residential transaction. Each letter carries a fee of \$25.00.
12. *Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.*
13. Furnish for examination a copy of the Articles of Organization, an authentic copy of the Operating Agreement, and of any amendments thereto, together with evidence of good standing with the Secretary of State for Profound Innovations, LLC.

Any instrument to be executed by the limited liability company must:

- a. be executed in the limited liability company's name;
  - b. and be signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the Operating Agreement, if said document creates a lower approval threshold.
14. Furnish for recordation a Satisfaction or Release of the Deed of Trust that secures a debt:

Dated: June 26, 2020

Filed: July 2, 2020

Recording No.: Book 922, Page 331

Mortgagor: Profound Innovations, LLC, a Missouri limited liability company having charter #LC001667040

Trustee: Town and County Abstract Co, Inc.

Mortgagee: Bank of Springfield

Amount: \$ 212,865.00

Assigned to U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs filed on July 2, 2020 and recorded in Book 922, Page 356 in the Randolph County, Missouri.

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## SCHEDULE B, PART I

(Continued)

15. Furnish for recordation a Satisfaction or Release of the future advance Deed of Trust that secures a debt:

Amount: \$70,283.00

Dated: June 18, 2020

Trustor/Grantor: Profound Innovations, LLC, a Missouri limited liability company

Trustee: Bank of Springfield

Beneficiary: Bank of Springfield

Loan No.:

Recording Date: July 2, 2020

Recording No: Book 922, Page 345

The above Deed of Trust contains provisions securing future advances, and the terms of this Deed of Trust and the present amount due should be checked with the owner of the debt.

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

16. FOR INFORMATIONAL PURPOSES ONLY:

Parcel # 14-3.0-05.0-0.0-000-006.001

Taxes Paid (2023): \$413.67

17. **NOTE:** This is NOT a commitment to insure and has been issued as a report as to the status of title only, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment; nor is the Company liable for errors or omissions in this foreclosure report. If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company, and this Company will then issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may then be necessary.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B, PART II - EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. We have not examined City or Township Taxes not collected by the County, and have not examined Taxes levied by any Levee District, and have not examined Assessments by Subdivision or Condominium Associations, Sewer District and Water Districts. Coverage against any liens from stated entities are hereby excluded from this policy.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Thomas Hill Public Water Supply District No. 1

Purpose: Water Line

Recording Date: March 27, 1990

Recording No: Book 170H, Page 100

Affects: property as described therein

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## SCHEDULE B, PART II

(Continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Howard Electric Cooperative  
Purpose: Right of Way  
Recording Date: May 29, 2019  
Recording No: Book 915, Page 2261  
Affects: property as described therein

10. Notwithstanding anything to the contrary contained herein in the legal description of the Land, the area, square footage or acreage shown is for reference purposes only, and represents no guarantee, or other undertaking by the insurer, of the actual area, square footage or acreage contained in the Land. The Company does not insure the area, square footage or acreage of the Land.
11. Any loss, penalties, forfeiture or divestiture of title for failure to comply with the provisions of Missouri Executive Order 24-01.
12. Limitations and conditions imposed by law on the ownership of land by Foreign Adversaries, pursuant to Missouri Executive Order 24-01.
13. The ALTA 8.1 and ALTA 9 endorsements will be issued with the Final Policy so long as all underwriting requirements are met.

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# **Monarch Title Company, Inc.**

*"Service with Distinction"*

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[www.monarchtitle.com](http://www.monarchtitle.com)

## **Privacy Policy**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transaction with us, or affiliated companies, or other; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or costumer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidential and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.