

# **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

**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 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, 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 Amount of Insurance and the name of the Proposed Insured.

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

Stewart Title of Oklahoma, Inc. 701 North Broadway, Suite 300 Oklahoma City, OK 73102

GUARAN

rederick H. Eppinger President and CEO

> David Hisey Secretary

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AMERICAN

#### COMMITMENT CONDITIONS

#### 1. **DEFINITIONS**

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

# 4. COMPANY'S RIGHT TO AMEND

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

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#### 5. LIMITATIONS OF LIABILITY

- 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:
  - comply with the Schedule B, Part I Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - 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.
- 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.
- q. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

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

#### 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.

## **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.

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#### 10. **CLASS ACTION**

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

#### 11. ARBITRATION

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

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ISSUED BY STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title of Oklahoma, Inc.

Issuing Office: 701 North Broadway, Suite 300, Oklahoma City, OK 73102

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 1988340 Issuing Office File Number: 1988340

Property Address: LAND, Stigler, OK 74462

**Revision Number:** 

Inquiries should be directed to: Jason Soper/SK

1. Commitment Date: July 11, 2022 at 7:45AM

### 2. Policy to be issued:

**Proposed Amount of Insurance** 

(a) 2021 ALTA® Homeowner's Policy Proposed Insured: To Be Determined

(b) 2021 ALTA® Loan Policy - Standard

Proposed Insured:

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

**FEE** 

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

As to the Remainder Tracts:

The Wagnon Ranch Limited Partnership, pursuant to Warranty Deed dated September 11, 1996 and recorded September 11, 1996 at Book 547, Page 118; and Warranty Deed dated October 10, 1995 and recorded October 10, 1995 at Book 537, Page 740; and Warranty Deed dated October 12, 2000 and recorded October 12, 2000, in Book 601, page 306; and Quit Claim Deed dated May 8, 2002 and recorded June 4, 2002 at Book 624, Page 636; and Warranty Deed dated November 1, 2001 and recorded November 5, 2001 at Book 616, Page 757; and Warranty Deed dated March 6, 2002 and recorded March 6, 2002 at Book 621, Page 215; and Personal Representative's Deed dated August 8, 1996 and recorded August 12, 1996 at Book 546, Page 360; and Personal Representative's Deed dated September 16, 1996 and recorded September 23, 1996 at Book 547, Page 437.

As to Tract J:

Simon Pusley, a Deceased Choctaw Full Blood Indian, Roll No. 9174 via Allotment Patent No. 29553 issued November 15, 1907, recorded September 21, 1951, in Book 152, page 361. (entry 23).

### 5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1988340

#### Tract A:

The West Half of the Northeast Quarter of the Southeast Quarter (W/2 NE/4 SE/4) and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) and the East Half of the Northwest Quarter (E/2 NW/4) and the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE/4 NE/4 SE/4) and the Southeast Quarter (SW/4) and the West Half of the Southeast Quarter (W/2 SE/4) of Section Thirty-six (36), Township Nine (9) North, Range Eighteen (18) East of the Indian Meridian, Haskell County, Oklahoma.

#### Tract B:

The North Half of the Southeast Quarter (N/2 SE/4) of Section One (1), Township Eight (8) North, Range Eighteen (18) East, of the Indian Base and Meridian, Haskell County, State of Oklahoma.

#### Tract C

The Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section One (1), Township Eight (8) North, Range Eighteen (18) East, of the Indian Base and Meridian, Haskell County, State of Oklahoma.

#### Tract D:

The Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of Section Twelve (12), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian, Haskell County, Oklahoma.

#### Tract E:

The East Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SE/4 SW/4) of Section Twelve (12), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian, Haskell County, Oklahoma.

#### Tract F:

The North Half of the Northeast Quarter of the Southwest Quarter (N/2 NE/4 SW/4) and the North Half of the Northwest Quarter of the Southeast Quarter (N/2 NW/4 SE/4) and the Southeast Quarter (SE/4) less and except the Northeast Quarter of the Northeast Quarter (NE/4 NE/4 SE/4) and the Northeast Quarter (NE/4) less and except the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) and the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) and the South Half of the Southwest Quarter of the Northwest Quarter (S/2 SW/4 NW/4) of Section Twelve (12), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian, Haskell County, Oklahoma.

### Tract G:

The Northeast Quarter (NE/4) of Section Thirteen (13), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian, Haskell County, Oklahoma.

### Tract H:

The West Half of the Northeast Quarter (W/2 NE/4) of Section Seven (7), Township Eight (8) North, Range Nineteen (19) East of the Indian Base and Meridian, Haskell County, Oklahoma.

#### Tract I

The East Half of the Southwest Quarter (E/2 SW/4) and the West Half of the West Half (W/2 W/2) (also known as Government Lots One (1), Two (2), Three (3) and Four (4)) in Section Seven (7), Township Eight (8) North, Range Nineteen (19) East of the Indian Base and Meridian in Haskell County, Oklahoma

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

**ISSUED BY** 

STEWART TITLE GUARANTY COMPANY

#### LESS AND EXCEPT

The Northwest 7.49 Acres of the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) (aka Government Lot Two (2)) in Section Seven (7), Township Eight (8) North, Range Nineteen (19) East of the Indian Base and Meridian in Haskell County, Oklahoma.

#### Tract J:

The Northwest 7.49 Acres of the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) (aka Government Lot Two (2)) in Section Seven (7), Township Eight (8) North, Range Nineteen (19) East of the Indian Base and Meridian in Haskell County, Oklahoma.

#### Tract K:

The Northwest Quarter (NW/4) less and except the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 SE/4 NW/4) of Section Eighteen (18), Township Eight (8) North, Range Nineteen (19) East of the Indian Meridian, Haskell County, Oklahoma.

#### Tract L:

Lots One (1), Two (2), Three (3) and Four (4), and the South Half of the North Half (S/2 N/2) and the North Half of the Southwest Quarter (N/2 SW/4) of Section One (1), Township Eight (8) North, Range Eighteen (18) East, of the Indian Base and Meridian, Haskell County, State of Oklahoma.

LESS AND EXCEPT TWO (2) TRACTS previously conveyed to the Haskell County Water Company, Inc., via Correction Warranty Deed recorded January 30, 1995 in <u>Book 529</u>, page 779: (entry 219-E)

LESS AND EXCEPT TRACT A

A tract of land beginning at the Northwest corner of Section One (1), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian in Haskell County, Oklahoma;

Thence East a distance of 500 feet:

Thence South 16.5 feet to a point on the county road right-of-way, said point being the TRUE POINT OF BEGINNING;

Thence South a distance of 50.00 feet:

Thence East a distance of 50.00 feet:

Thence North a distance of 50.00 feet,

Thence West along the existing county road right-of-way a distance of 50.00 feet to the true point of beginning.

# LESS AND EXCEPT TRACT B

A tract of land beginning at the Northeast corner of Section One (1), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian in Haskell County, Oklahoma;

Thence south along the East line of said Section 1 a distance of 1,675.00 feet;

Thence West a distance of 16.50 feet to the TRUE POINT OF BEGINNING;

Thence West a distance of 66.50 feet:

Thence South a distance of 50.00 feet:

Thence East a distance of 66.50 feet;

Thence North a distance of 50.00 feet to the POINT OF BEGINNING.

#### Tract M:

The Northeast Quarter of the Southwest Quarter (NE/4 SW/4) and the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE/4 SE/4 NE/4) of Section Eleven (11), Township Eight (8) North, Range Eighteen (18) East of the Indian Meridian, Haskell County, Oklahoma.

# Tract N:

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

The Southwest Quarter of the Southwest Quarter (SW/4 SW/4) (aka Government Lot 4) of Section Thirty-one (31), Township Nine (9) North, Range Nineteen (19) East of the Indian Base and Meridian in Haskell County, Oklahoma.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
- 6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- 7. Determine by gap check that no adverse documents, transactions, or other matters, affecting title, or as against insured owner(s) have been filed subsequent to the effective date of this commitment to actual date of closing.
- 8. Obtain affidavit of Seller (Borrower) that said Borrower or Seller is not a foreign person as that term is defined in Section 1445 of the Internal Revenue Code of 1954 as amended (the Code), and the applicable regulations. If a foreign person, then compliance is required with the Code, its rules and regulations pertaining thereto.
- 9. Obtain affidavit and indemnity agreement from Seller (Borrower) as to debts, liens and possession.
- 10. Have a certified survey performed by a registered land surveyor or civil engineer certifying that said survey was made on the ground of the subject property, that the same is correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping or improvements, easements, or rights of way as shown herein, and that said property has access to and from a dedicated roadway, all conforming to ALTA/ACSM survey standards for an urban survey
- 11. Comply with the terms of the Agreed Order Approving Settlement Agreement entered simultaneously in Haskell County District Court Case No. PT-2018-1, Haskell County District Court Case No. PB-2017-29, Haskell County District Court Case No. PB-2017-30 and Haskell County District Court Case No. CV-2018-30 (transferred Pittsburg County District Court Case No. CV-2015-68), and properly conclude all such actions as they are currently governing title in and to the subject property. (entry 365)
- 12. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the "stray" Quit Claim Deed from Peggy Atkinson, the surviving spouse of Newell Atkinson, in favor of Peggy J. Atkinson, Trustee of the Peggy J. Atkinson Living Trust dated the 24th day of January, 2005, recorded October 28,

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2005, in <u>Book 691</u>, page 595; and the accompaning Memorandum of Trust recorded October 28, 2005 in Book 691, page 598. (entry 162, 162)

- 13. At entry 497 of the abstract there appears a Quit Claim Deed in favor of Francile V. Callaay, Trustee, said deed is recorded at <u>Book 368</u>, <u>Page 486</u> and appears to be clouding title to the subject premises. Requirement: Obtain an Affidavit of Possession from the vested title holder(s) which identifies the conveyance in question and wherein the Affiant(s) swear and affirm that the parties thereto hold no interest in the subject premises.
- 14. Obtain and File Dismissal with Prejudice of all causes of action affecting the subject property that are pending in Haskell County District Court, including, but not limited to Case No. CV-2018-30 styled The Application of Daniel Wagnon, et al (into which venue of Pittsburg County District Court Case No. CV-2015-68 was apparently transferred).
- 15. At entry 23 of the abstract, there appears an Allotment Patent in favor of SIMON PUSLEY, a FULL BLOOD Choctaw Indian, covering the Northwest Seven and 49/100 (7.49) Acres of the Southwest Quarter of the Northwest Quarter (SW/4 NW/4 aka Government Lot Two (2)) ALL in Section Seven (7), Township Eight (8) North, Range Nineteen (19) East of the Indian Base and Meridian in Haskell County, Oklahoma. Nothing further appears in the abstract to evidence that SIMON PUSLEY was divested of his interest.
  - **REQUIREMENT**: Obtain and submit for examination and possible further requirements all appropriate documentation evidencing that SIMON PUSLEY was property divested of his interest in said allotment, or, **in the alternative**, submit for examination and possible further requirement judicial proceedings properly quieting title against SIMON PUSLEY and his heirs, successors and assigns as required in full compliance with federal law.
  - NOTE: For information, a Certificate Designating Lands Exempt from Taxation issued by the Department of the Interior on April 16, 1931, recorded August 20, 1931, in <u>Book 108, page 504</u> (entry 123) recites that Nancy Pusley now Seeley, Choctaw Roll No. 9221 of Damon, Oklahoma is the full blood heir of Simon Pusley, deceased. This is the only document related to Simon Pusley's interest contained in the abstract other than his original allotment.
- 16. At entry 120 of the abstract there appears an Order Allowing Final account, Determination of Heirship, Distribution and Discharge entered February 27, 1985 in District Court of Pittsburg County Case No. P-84-139, regarding Frank L. Basden, deceases, said decree is recorded at Book 421, Page 315 and appears to be clouding title to the subject premises. Requirement: Obtain an Affidavit of Possession from the vested title holder(s) which identifies the conveyance in question and wherein the Affiant(s) swear and affirm that the parties thereto hold no interest in the subject premises.
- 17. Obtain and file for record a properly executed Warranty Deed by present owner(s) in favor of purchaser(s) covering the subject premises.
- 18. Obtain and file for record a properly executed Mortgage by purchaser(s) in favor of Mortgagee covering the subject premises and disburse proceeds as required.
- 19. Be advised that this Commitment will remain effective for a period of 180 days commencing July 11, 2022 at 7:45 a.m.
- 20. The Company reserves the right to make additional requirements based upon additional information derived from our review of the transaction.

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

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File No.: 1988340

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 1988340

#### **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 the 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.
- 3. Easements, or claims of easements, visible on the property or not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material hereto 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. Taxes for the year 2023 the amount of which is not ascertainable or payable.
- 8. 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.
- 9. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
- 10. Riparian or water rights, claims, or title to water whether or not shown by the public records.
- 11. Pipeline Easement in favor of Klabzuba Oil and Gas Comany recorded at Book 632, Page 502 (entry 179).
- 12. Pipeline Easement in favor of Klabzuba Oil and Gas Comany recorded at Book 632, Page 506 (entry 180).
- 13. Pipeline Easement in favor of Klabzuba Oil and Gas Comany recorded at Book 632, Page 507 (entry 179).
- 14. Right of Way in favor of the Arkansas Louisiana Gas Company recorded at Book 348, Page 626 (entry 34).

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- 15. Right of Way Easement in favor of Haskell County Water Company, Inc. recorded at Book 522, Page 316 (entry 38).
- 16. Pipeline Easement in favor of Klabzuba Oil and Gas Comany recorded at Book 632, Page 500 (entry 67).
- 17. Pipeline Easement in favor of Klabzuba Oil and Gas Comany recorded at Book 632, Page 501 (entry 68).
- 18. Memorandum of Compressor Site Lease in favor of Chesapeake Midstream Gas Services, LLC recorded at <u>Book</u> 770, Page 448 (entry 74).
- 19. Right-of-Way in favor of Mustang Fuel Corporation recorded in <u>Book 258, page 478</u> (entry 12-D); as assigned via Assignment in favor of Enogex Gas Gathering, L.L.C., recorded in <u>Book 576, page 573</u> (entry 14-D); as further assigned via Assignment in favor of Hiland Operating, LLC, recorded in <u>Book 701, page 52</u> (entry 10-D); as further assigned via Assignment in favor of HPH Oklahoma Gathering, LLC, recorded in <u>Book 902, page 648</u> (entry 57-D).
- 20. Easement in favor of ReliantEnergy Field Services, Inc., recorded in Book Reliant Energy Field Services, Inc., recorded Book 615, page 784. (entry 300)
- 21. Easement in favor of Impact Energy Services, LLC recorded in Book 623, page 375. (Entry 303)
- 22. Easement in favor of Impact Energy Services, LLC recorded in Book 625, Page 469. (entry 305)
- 23. Roadway Right-of-Way Agreement entered between Wagon Ranch Limited Partnership as Grantor and JACO Energy, Co., Inc., as Grantee, recorded in <u>Book 721</u>, page 424. (entry 310)
- 24. Right of Way Easement in favor of Pan American Petroleum Corporation recorded at <u>Book 243, Page 655</u> (entry 296).
- 25. Right of Way Roadway Easement and Damage Release Agreement in favor of TXO Production Corporation recorded at <u>Book 379, Page 378</u> (entry 503).
- 26. Right of Way Agreement in favor of TXO Production Corporation recorded at Book 423, Page 43 (entry 509).
- 27. Right of Way Agreement in favor of TXO Production Corporation recorded at Book 423, Page 49 (entry 511).
- 28. Right of Way Agreement in favor of TXO Production Corporation recorded at Book 423, Page 51 (entry 513).
- 29. Subsurface Easement Agreement in favor of Williams Production Mid-Continent Company recorded at <u>Book 646</u>, <u>Page 411</u> (entry 639).
- 30. Pipeline Right of Way Agreement and Roadway Easement in favor of Jaco Energy Company, Inc. recorded at <u>Book</u> 704, Page 98 (entry 662).
- 31. Pipeline Right of Way Agreement and Roadway Easement in favor of Jaco Energy Company, Inc. recorded at <u>Book 704, Page 336 (entry 664)</u>.
- 32. Right of Way Grant in favor of Mustang Fuel Corporation recorded at <u>Book 250, Page 668</u> (entry 298); Assignment and Bill of Sale in favor of Enogex Gas Gathering, LLC recorded at <u>Book 576, Page 537</u> (entry 301); Assignment in

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favor of Hiland Operating, LLC recorded at <u>Book 701, Page 52</u> (entry 306); Assignment in favor of HPH Oklahoma Gathering, LLC recorded at <u>Book 902</u>, <u>Page 648</u> (entry 425).

- 33. Right of Way, Roadway Easement, and Damage Release Agreement in favor of TXO Production Company recorded at Book 379, Page 384 (entry 499).
- 34. Right of Way, Roadway Easement, and Damage Release Agreement in favor of TXO Production Company recorded at Book 384, Page 160 (entry 501).
- 35. Right of Way Grant in favor of Mustang Fuel Corporation recorded at <u>Book 258, Page 475</u> (entry 300); Assignment and Bill of Sale in favor of Enogex Gas Gathering, LLC recorded at <u>Book 576, Page 537</u> (entry 301); Assignment in favor of Hiland Operating, LLC recorded at <u>Book 701, Page 52</u> (entry 306); Assignment in favor of HPH Oklahoma Gathering, LLC recorded at <u>Book 902, Page 648</u> (entry 425).
- 36. Right of Way Agreement in favor of TXO Production Corporation recorded at Book 428, Page 197 (entry 515).
- 37. Right of Way Agreement in favor of TXO Production Corporation recorded at Book 428, Page 199 (entry 517).
- 38. Right of Way Agreement in favor of TXO Production Corporation recorded at Book 428, Page 201 (entry 519).
- 39. Right of Way Easement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 639, Page 655</u> (entry 631).
- 40. Right of Way Easement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 643, Page 413</u> (entry 633).
- 41. Subsurface Easement Agreement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book</u> 646, <u>Page</u> 411 (entry 639).
- 42. Right of Way Easement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 637, Page 254</u> (entry 229); Re-recorded at <u>Book 643, Page 407</u> (entry 231).
- 43. Right of Way Easement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 639, Page 655</u> (entry 234); Re-recorded at <u>Book 643, Page 413</u> (entry 236).
- 44. Subsurface Easement Agreement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 646, Page 414</u> (entry 240).
- 45. Right of Way Easement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 650, Page</u> 32 (entry 242).
- 46. Right of Way Easement in favor of Williams Production Mid-Continent Company, Inc. recorded at <u>Book 651, Page 709</u> (entry 244).
- 47. Easement in favor of ONEOK Producer Services, LLC recorded in Book 610, page 584. (entry 657-C)

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- 48. Public Television Broadcasting Easement in favor of Oklahoma Educational Television Authority recorded in <u>Book</u> 685, page 459. (entry 48-D)
- 49. Right-of-Way Easement in favor of Cookson Hills Electric Cooperative, Inc., recorded in <u>Book 793, page 191</u>. (entry 59-D)
- 50. Easement in favor of the State of Oklahoma recorded in Book 110, page 129. (entry 124)
- 51. Right-of-Way in favor of Mustang Fuel Corporation recorded in <u>Book 243, page 4</u> (entry 154); Assignment in favor of HPH Oklahoma Gathering, LLC recorded in <u>Book 902, page 648</u> (entry 272); Assignment in favor of ENOGEX Gas Gathering, LLC, recorded in <u>Book 576, page 537</u>. (entry 398)
- 52. Pipeline Right of Way and Easement in favor of Sedna Energy, Inc. recorded at Book 732, Page 474 (entry 387).
- 53. Right-of-Way in favor of TXO Production Corporation recorded in Book 491, page 208. (entry 203-E)
- 54. Right-of-Way in favor of Haskell County Water Company, Inc., an Oklahoma non-profit corporatoin recorded in <u>Book 522, page 279</u>. (entry 217-E)
- 55. Easement in favor of Impact Energy Services, LLC recorded in Book 623, page 375. (Entry 303-E)
- 56. Easement in favor of Impact Energy Services, LLC recorded in Book 625, Page 469. (entry 305-E)
- 57. Right-of-Way Easement in favor of Haskell County Water Co., Inc., recorded in Book 552, page 253. (entry 96)
- 58. Rights of parties in possession as tenants under unrecorded leases and of parties claiming by, through or under them.

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# STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

# Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information about your transactions with Stewart, our affiliates, or others; and
- 4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you or in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

#### 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 pursuant to valid service provider agreements.
- 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 help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based 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.
- 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 throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in 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:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search
  companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair,
  customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

#### Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to <a href="mailto:Privacyrequest@stewart.com">Privacyrequest@stewart.com</a>, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

#### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

# **Contact Information**

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

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

Email: Privacyrequest@stewart.com

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

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

Houston, TX 77056

Effective Date: <u>January 1, 2020</u> Updated: January 1, 2023

## **Privacy Notice at Collection for California Residents**

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### Personal and Sensitive Personal Information Stewart Collects

- 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), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive 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
	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.	
	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
Educational Rights and Privacy	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
nerconal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, 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 and Sensitive Personal Information**

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. 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).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules and regulations.
- m. 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.
- n. 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 or sensitive information or use the personal or sensitive 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 throughout the course of your transaction (for example, a realtor, broker, 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 into 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:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. 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

# Your Consumer Rights and Choices Under CPPA and CPRA

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) 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 seg.).
- 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.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

# **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

# **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

#### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

# **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

- 1. Calling us Toll Free at 1-866-571-9270; or
- 2. Emailing us at <a href="mailto:Privacyrequest@stewart.com">Privacyrequest@stewart.com</a>; or
- 3. 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, if applicable.

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 and CPRA rights. Unless permitted by the CCPA or CPRA, 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.

# **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

#### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

#### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, 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: <a href="http://stewart.com/ccpa">http://stewart.com/ccpa</a>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

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

Houston, TX 77056