

COMMITMENT FOR TITLE INSURANCE ISSUED BY



NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Dakota Homestead Title Insurance Company*, a South Dakota 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.

IN WITNESS WHEREOF, Dakota Homestead Title Insurance Company has caused its Corporate Name and Seal to be hereunto affixed this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company on the date shown in Schedule A.

Issued by:

Tri-State Title, L.L.C. dba Moody County Abstract
807 W. Pipestone, PO Box 287
Flandreau, SD 57028
(605)997-3723

Authorized Signatory



315 S. Phillips Avenue
Sioux Falls, SD 57104
(605)336-0388

By: Eric Hanson
PRESIDENT

By: John Mackenzie
SECRETARY

ALTA Commitment (Adopted 08.01.2016)

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This page is only a part of a 2016 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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 (Not Applicable in SD, NE, MO or KS)

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>.

Dakota Homestead Title Insurance Company

SCHEDULE AAddress reference (not applicable to coverage):
, SD

Office File Number: 06-23-00222

1. Commitment Date: October 18, 2023 at 07:30 AM
2. Policy or policies to be issued:
 - a. ALTA Own. Policy (06/17/06)

[] Standard Coverage [] Extended Coverage

Proposed Insured: Too Be Agreed Upon

Proposed Policy Amount: \$ 1,000.00
 - b. ALTA Loan Policy (06/17/06)

[] Standard Coverage [] Extended Coverage

Proposed Insured:

Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Rieck Family Partnership, LLP
5. The Land is described as follows:

Parcel 1

Northeast Quarter (NE¹/₄) of Section Nine (9), Township One Hundred Eight (108) North, Range Fifty (50) West of the 5th P.M., County of Moody, State of South Dakota, except Lot 1 of Schaack's Addition;

 Parcel 2

The Southwest Quarter (SW¹/₄) excluding the South 388 Feet of the East 523 Feet of the West 1,518 Feet therein of Section Nine (9), Township One Hundred Eight (108) North, Range Fifty (50) West of the 5th P.M. Moody County, South Dakota;

Dakota Homestead Title Insurance CompanyBy: **Tri-State Title, L.L.C. dba Moody County Abstract**807 W. Pipestone, PO Box 287, Flandreau, SD 57028
(605)997-3723

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Dakota Homestead Title Insurance Company

SCHEDULE B - PART I
ALTA COMMITMENT

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. ***This is a Preliminary Title Commitment and Requirements will be added to this once a buyer/lender are in place***

The marital status of all grantors and/or mortgagors must be stated in all documents, and the spouses of said grantors or mortgagors, and anyone who does or will have a Homestead interest in the property, must join in the execution of the documents.

6. If it is desired that any liens listed on Schedule B - Part II not be shown on the final policy to be issued, we require a satisfaction release for each lien be obtained and duly filed for record.

END OF SCHEDULE B - PART I

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Dakota Homestead Title Insurance Company

SCHEDULE B - PART II
ALTA COMMITMENT**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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 not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing lien by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SPECIAL EXCEPTIONS:

8. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easements granted or reserved along therewith or arising by operation of law.
9. No search of the records on file at the Office of the South Dakota Secretary of State has been or will be conducted in connection with any of the land described in Schedule A and any such records and/or their effect on title to said land are hereby excluded from coverage hereunder.

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Adopted 6-17-06 Revised 08-01-2016

(06-23-00222.PFD/06-23-00222/2)

SCHEDULE B - PART II

EXCEPTIONS

(Continued)

- 10. Conditions, Reservations and Provisions contained in any United States or State Patent, or any applicable enabling acts.
- 11. Address noted on Schedule A hereof is for reference only and is not applicable to coverage.
- 12. *Note* We have been aware there is a delay in the recording of County Aide/Poor Liens in the Register of Deeds office. As of the effective date of this commitment/policy there were no county aide liens of record for any one of interest in the last ten (10) years.

Parcel 1

- 13. Real Estate Taxes for 2022 payable in 2023 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)
Parcel/Record No. 108.50.09.100 : 1st ½: \$2,018.55 paid; 2nd ½: \$2,018.55 Paid
- 14. Statutory easement for public right-of-way along the section line (or lines) bounding (or within) the land herein described.
- 15. Riparian Rights are neither guaranteed nor insured
- 16. Right of Way Easement. Dated April 28, 1976 and recorded July 21, 1976 in Book 36 of misc, Page 120.

Parcel 2

- 17. Real Estate Taxes for 2022 payable in 2023 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)
Parcel/Record No.108.50.09.310 : 1st ½: \$1,847.51 paid; 2nd ½: \$1,847.51 paid
- 18. Statutory easement for public right-of-way along the section line (or lines) bounding (or within) the land herein described.
- 19. Riparian Rights are neither guaranteed nor insured
- 20. Right of Way Easement. Dated March 5, 1985 and recorded April 9, 1985 in Book 43 of misc, Page 330.
- 21. Right of Way Easement. Dated August 10, 1984 and recorded April 9, 1985 in Book 43 of misc, Page 331.
- 22. Right of Way Easement. Dated March 5, 1985 and recorded April 9, 1985 in Book 43 of misc, Page 332.

Note: Please review the Requirements found on Schedule B-1. Requirements not met may result in additional Special Exceptions on your Final Title Policy, including but not limited to any Special Exceptions listed below.

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Adopted 6-17-06 Revised 08-01-2016

(06-23-00222.PFD/06-23-00222/2)

**SCHEDULE B - PART II
EXCEPTIONS
(Continued)**

END OF SCHEDULE B - PART II

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Adopted 6-17-06 Revised 08-01-2016

(06-23-00222.PFD/06-23-00222/2)

Certification of Buyer/Borrower

File Number: 06-23-00222

In order to induce Tri-State Title, L.L.C. dba Moody County Abstract (Title Company) and its underwriter to issue its policy or policies of title insurance the undersigned, hereinafter referred to as Declarant (whether one or more) of lawful age, states to the best of Declarant's knowledge that, EXCEPT AS STATED herein below.

1. Declarant is a citizen of the United States of America.

2. Except as stated below, there are no pending court proceedings (marriage dissolutions, probate, etc); unsatisfied liens (federal, state, county, small claims or other money judgments, etc.); or bankruptcies, against the Declarant and any such matters against parties with the same or similar names are not against the Declarant.

Exceptions (if none, write N/A):

3. Signature, Alias, & Former Name Information

Declarant's legal name is: _____

Declarant also uses or is known by the following names/alias(es)

Declarant's prior legal name(s) is/are:

DECLARANT(S) KNOWS AND CERTIFIES THE MATTERS HEREIN STATED ARE TRUE. Declarant therefore agrees to fully defend, indemnify and save harmless as of the date hereof the Title Company and their Underwriter from any loss or damage, including attorneys fees and expenses which the said Title Company and Underwriter may suffer as a result of issuing its Policy or Policies of Title Insurance covering the subject property without objection to the matters shown above.

Too Be Agreed Upon Date

Certification of Seller

File Number: 06-23-00222

In order to induce Tri-State Title, L.L.C. dba Moody County Abstract (Title Company) and its underwriter to issue its policy or policies of title insurance the undersigned, hereinafter referred to as Declarant (whether one or more) of lawful age, states to the best of Declarant's knowledge that, EXCEPT AS STATED herein below.

1. Declarant is a citizen of the United States of America.

2. Except as stated below, there are no pending court proceedings (marriage dissolutions, probate, etc); unsatisfied liens (federal, state, county, small claims or other money judgments, etc.); or bankruptcies, against the Declarant and any such matters against parties with the same or similar names are not against the Declarant.

Exceptions (if none, write N/A):

3. Signature, Alias, & Former Name Information

Declarant's legal name is: _____

Declarant also uses or is known by the following names/alias(es)

Declarant's prior legal name(s) is/are:

DECLARANT(S) KNOWS AND CERTIFIES THE MATTERS HEREIN STATED ARE TRUE. Declarant therefore agrees to fully defend, indemnify and save harmless as of the date hereof the Title Company and their Underwriter from any loss or damage, including attorneys fees and expenses which the said Title Company and Underwriter may suffer as a result of issuing its Policy or Policies of Title Insurance covering the subject property without objection to the matters shown above.

Rieck Family Partnership, LLP

Date

Certification as to Property

File Number: 06-23-00222

In order to induce Tri-State Title, L.L.C. dba Moody County Abstract (Title Company) and its underwriter to issue its policy or policies of title insurance on the property legally described as shown on the attached Exhibit A, (hereinafter referred to as "the property")

See Exhibit A

the undersigned, hereinafter referred to as Declarant (whether one or more), of lawful age, states to the best of Declarant's knowledge that for the property referenced above, the following is true unless so indicated, and with Exceptions listed where indicated:

1. Declarant has owned the property exclusively and continuously for more than six (6) months immediately preceding the date hereof, and no one other than the Declarant is in possession of the property.

2. The property has actual pedestrian and vehicular access.

3. Declarant has no knowledge of any of the following matters which may be applicable to the property. There are:
 - a. no unrecorded contracts, leases, or other legal documents;
 - b. no unpaid bills for labor, services or material for construction of improvements, alterations, or repairs;
 - c. no unpaid bills for services, including utility bills, homeowners' association dues, or condo fees;
 - d. no public utilities & services work in the vicinity in the last 6 months, and no notice of future work;
 - e. no disputes with neighbors regarding boundaries, encroachments, etc.;
 - f. no party walls or shared driveways;
 - g. no violations of restrictions and covenants;
 - h. no pipes, cables, ditches, drain tiles, wires, etc. servicing other properties;
 - i. no unpaid real estate taxes or assessments;
 - j. no processing of perishable goods being done on the property;
 - k. no mobile homes on the property.

Exception Notations for Items 1-3 above.

Declarant therefore agrees to fully defend, indemnify and save harmless as of the date hereof the Title Company and their Underwriter from any loss or damage, including attorneys fees and expenses which the said Title Company and Underwriter may suffer as a result of issuing its Policy or Policies of Title Insurance covering the subject property without objection to the matters shown above.

Date: _____

Rieck Family Partnership, LLP

BY: _____

File Number: 06-23-00222

Exhibit A

Parcel 1

Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township One Hundred Eight (108) North, Range Fifty (50) West of the 5th P.M., County of Moody, State of South Dakota, except Lot 1 of Schaack's Addition;

Parcel 2

The Southwest Quarter (SW $\frac{1}{4}$) excluding the South 388 Feet of the East 523 Feet of the West 1,518 Feet therein of Section Nine (9), Township One Hundred Eight (108) North, Range Fifty (50) West of the 5th P.M. Moody County, South Dakota;



**DAKOTA HOMESTEAD TITLE INSURANCE COMPANY AND
Tri-State Title, L.L.C. dba Moody County Abstract
PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Dakota Homestead Title Insurance Company and Tri-State Title, L.L.C. dba Moody County Abstract.

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transaction we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform services on our behalf or with whom we have joint agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.