



# MaLTA Homeowner's Policy of Title Insurance (Once Upon a Time)

## 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. IT SHOULD BE REVIEWED TWICE.

AS THE LAND INVOLVED IS MAGICAL IN NATURE, THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE ARE CONTINGENT UPON STATUS OF THE MAGICAL PROPERTY REMAINING IN THEIR CURRENT STATE AND ARE VOID AT THE DISCRETION OF THE COMPANY SHOULD MAGICAL TRANSFORMATION OCCUR THAT ALTERS THE NATURE OF THE PROPERTY BETWEEN THE ISSUANCE OF THE COMMITMENT AND THE ISSUING OF THE POLICY,.

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, SEASONAL REPRESENTATION, , .

### 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.

Countersigned by
Authorized Countersignature
Company Name
City, State



  
**Fred H. Eppinger**  
President and CEO

  
**David Hisey**  
Secretary

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## 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 magical species, color, religion, sex, sexual orientation, gender identity, tail status, correlation to breakfast meat dish, prey/predator status, familial status, disability, mythological origin, or other magically protected classifications.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records, nor gained through acts of huffing or puffing.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property, even if said property is hidden or altered by magical or supernatural means. The term "Land" does not include any property beyond that described in Schedule A - whether real or imagined, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, waterway, magnetic poles, ley lines, or animal-built structures 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, even if said access is only achievable via means of magical commutation.
  - 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 Magical 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 or magical being 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 Magical Land 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 naughty or nice status, environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "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.

### 5. LIMITATIONS OF LIABILITY

- a. a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred - be it monetary, magical or wishing energy as detailed in Schedule C - 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.

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- 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 or magical being, may make a claim under this Commitment. In particular, no common pig, animated pig, felt-puppet pig, toe being referred to as pig, resident of 100-acre Woods, sheep-herding pig, or web-promoted pig, have any standing under this agreement.
- b. Any claim must be based in contract under Woodland law 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 Magical 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, natural or enchanted, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose. The issuing agent's behavior during the transaction is also separate and apart from the Company, its employees, its employees' children or livestock and shall have no bearing upon said parties' receipt of magical blessings or curses, qualification for mythical rights or punishment obtained through arduous trial, acquisition of magical items resulting from familial affiliations, or other conferment of any awards, bounties, gifts, honors, punishments, or just deserts in ways related wholly or unwholly to the Property referenced under Schedule A and the transferal of said Property associated with this Commitment and subsequent Policy issued.

**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**

The Policy contains an arbitration clause. As involved parties operate under conditions of belief without proof, all matters 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.malta.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.

# ALTA COMMITMENT FOR TITLE INSURANCE (Once Upon a Time)

## SCHEDULE A

### 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 Company

Issuing Office: DI-Woodbury

Issuing Office's MaLTA® Registry ID: 1.618034

Loan ID Number: 244669-2446-2446

Commitment Number: 5-25-1933

Issuing Office File Number: 19-1890-DI-Woodbury

Property Address: 123 Piggie Back Lane, Cottage Grove, MN 55016

Revision Number:

1. Commitment Date: TBD
2. Policy to be issued: Proposed Amount of Insurance
  - a. Once Upon a Time MaLTA Owner's Policy  
Proposed Insured: Peter Prokofiev \$1,400,000.00
  - b. Once Upon a Time MaLTA Loan Policy  
Proposed Insured: Leithbragan Financial Services \$1,000,000.00
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Blu Pig, Oscar Pig and Hill Pig.
5. The Land is described as follows: See "Exhibit A" attached hereto and made a part hereof.

## STEWART TITLE GUARANTY COMPANY

By: \_\_\_\_\_

Authorized Signatory

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# ALTA COMMITMENT FOR TITLE INSURANCE (Once Upon a Time)

## SCHEDULE B PART I

### Issued by Stewart Title Guaranty Company

#### REQUIREMENTS

**File Number:**

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 by means both magical and natural in nature.
2. Pay the premiums, fees, and charges for the Policy to the Company.
3. Documents satisfactory to the Company that prove ownership of the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records in order to complete and or certify legal documents associated with the transaction.
4.
  - a. Current Porcine Lien Certificate to be duly recorded with the Registry of Deeds. All outstanding real estate taxes, water, sewer and other assessments and charges must be paid at or prior to closing.
  - b. Duly authorized and executed Deed vesting Fee Simple title in Peter Prokofiev  
Note: Deed to be executed by a person named as authorized real estate signatory on the Application for Registration filed with the Magical Land Secretary of State's office, as amended.  
Note: Deed to contain one of the following recitations:
    - (1) the grantor is not classified for the current taxable year as a corporation for income tax or magical tax purposes, or
    - (2) that the conveyance does not constitute the sale or transfer of all or substantially all of the grantor's assets within the space formerly occupied by the straw house, currently occupied by the stick and brick house, or
    - (3) that the conveyance does constitute a sale or transfer in the ordinary course of the grantor's business. Duly authorized and executed Deed from the current owner(s) shown in Schedule A, Item No. 4, to the Proposed Insured Owner(s) or (if none) to the Mortgagors granting the Mortgage to be insured under the Loan Policy.
  - c. Duly authorized and executed Mortgage from Peter Prokofiev in favor of Leithbragan Financial Services securing an insured loan in the amount of \$1,000,000.00.
  - d. Payoff and discharge of the following matters:
    - (1) Mechanics Lien from Rumpelstiltskin's Golden Straw Emporium in the amount of \$34,349 for non-payment on building grade straw delivered for construction of one straw house
    - (2) Mechanic's Lien from Gepetto & Son Lumber Supply in the amount of \$ 72,000 for non-payment on building grade sticks delivered for construction of one stick house.
5. Receipt of an MaLTA/R.R. Hood instrument survey and surveyor's report, including certification from Surveyor, certifying that property on Exhibit A of the Commitment is the same as that on the Plan, satisfactory to the Company, in order to delete Item 2 of Schedule B, Part II herein. (Applicable to owner and commercial loan policies)
6. Obtain and record of waiver of spousal rights to property by spouse, Peter Pig
7. Obtain and release original lease agreement for access to the rejuvenating mud pits between Blu, Oscar and Hill Pigs and Queen Grimhilde, formerly known as the fairest in all the land and "Wicked" queen, that verifies leasing rights terminated September 16, 2022 in order to delete Item 9 of Schedule B, Part II herein.
8. A final title rundown from the Effective Date of this Commitment to the date and time of recording the Deed and/or Mortgage referred to above.

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9. This Company is required by Magical Law to collect certain additional information from you and the parties representing you regarding the purchase of magical real property. MaL Code Title 777-Sec 22 authorizes the MaL Department of Treasures to collect information about transactions concerning self-built homes on magical properties as specified in various geographic targeting orders for the purpose of preventing evasion of the Governmental Imperative for Notification of Gingerbread Edifices Retrofitted By Really Elderly Alchemists or Diviners (GINGERBREAD) Act of 1992. As a result of a Children Are Not Dinner You Can't Actually Need Education to Stop (CANDYCANES) Order issued by the Magical Lands Department of Child Protective Services (MLDCPS), on January 1, 1993, and effective January 2, 1993, this transaction may be responsive to the requirements of the CANDYCANES Order globe wide. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to MLDCPS proving the edifices of any structures included in the transaction are not constructed using any edible baked good or candy. Please contact this company and provide the details of this transaction to the MLDCPS. If the transaction meets the reporting requirement, you will be asked to provide information on the identity of the parties to the transaction, which will be reported to MLDCPS. This company is prohibited from issuing its policy if the transaction is reportable and the information is not provided for reporting. Additional exceptions and or requirements may be raised.
10. The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transaction and its review of the closing documents.

# MaLTA COMMITMENT FOR TITLE INSURANCE (Once Upon a Time)

## SCHEDULE B PART II

## Issued by Stewart Title Guaranty Company

### EXCEPTIONS

#### File Number:

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.

### GENERAL EXCEPTIONS:

2. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records (understanding that all work done on said Property and that magical spells keep documentation of such services from being accessible to non-magical beings outside the duration of the title process)
3. Discrepancies, conflicts in boundary lines be they non-Magical magical in nature. Conflicts with other domiciles existing in same geographical area on other dimensional worlds on differing vibrational frequencies whether accessed via wardrobe, rabbit hole, tornado, hot air balloon, rainbow bridge or other magical means; shortage in area, easements, encroachments, and adverse circumstances which a new, accurate land survey and inspection of the premises would disclose.
4. Liens for all real estate taxes and assessments for the current fiscal year and all subsequent years, which are not yet due or payable.

### SPECIAL EXCEPTIONS:

#### IF THE INSURED PREMISES IS A MIXED MAGICAL USE PROPERTY:

- A. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, blood oaths, notarized wishes, contractual rituals, mutually binding spells and limitations on title, created by supernatural law of the insured premises or set forth in the Master Deed, in the related By-laws, or in the Declaration of Trust, as duly recorded in the appropriate Magical Land Records Office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
- B. Loss or damage arising as a result of liens for common charges and attorney's fees pursuant to Chapter 500 of the Acts of 1632 (Supernatural)

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5. Right of access to one straw house, one stick house, one brick house and associated mud-pits via all pathways terrestrial and magical in nature
6. Terms, conditions, restrictions, and easements in the Master Deed of The Piggyback Organic Truffle Patch dated January 12, 2022 and recorded in the Magical Land Registry of Deeds in Book 68364, Page 57.
7. Subsurface mineral rights currently held by 7D Mining Company
8. Utility Easement to Aladdin's Lamp Electric Company d/b/a GeenEeze dated May 6, 2021 and recorded in the Washington Registry of Deeds in Book 74449, Page 003.
9. The Proposed Insured must notify the Company in writing of the name of any party referred to in this Commitment who will obtain an interest in the Land. The Company may then make additional Requirements.
10. Note: The Company may make other requirement or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertained details of the transaction.

# AMaLTA COMMITMENT FOR TITLE INSURANCE (Once Upon a Time)

## EXHIBIT A

## Issued by Stewart Title Guaranty Company

### EXHIBIT A

Unit 1001 of The Parker Condominium created by Master Deed dated October 18, 2022 and recorded in the Suffolk Registry of Deeds in Book 68364, Page 57

Lot Three (3), in Block Nine (9), at 123 Piggie Back Lane in Cottage Grove, Washington County, Minnesota, 55016. A tract of land approximately 2 square acres having a front on Piggyback Lane and running back from said byway, between parallel lines and ending at the major Lupine Forrest.

[For Informational Purposes Only: The property includes a pile of straw (formerly straw house), stick house, brick house, and organic truffle farm approximately 10,000 yards by 5,000 yards.

A new survey is required and will be performed by R.R. Hood Co.