



## COMMITMENT FOR TITLE INSURANCE

Issued By

### FIDELITY NATIONAL TITLE INSURANCE 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, Fidelity National Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (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.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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## COMMITMENT FOR TITLE INSURANCE

Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Crites Title Company  
Issuing Office: 1620 Broadway Ave., Mattoon, IL 61938  
Issuing Office's ALTA® Registry ID: 4475  
Commitment No.: 2302091-1  
Issuing Office File No.: 2302091  
Property Address: Vacant Land, Oakland, IL 61943

#### SCHEDULE A

1. Commitment Date: February 15, 2023 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
  
Walter R. Koenig, as to an undivided 1/2 interest; Kurt Koenig, as to an undivided 1/6 interest; Jeanette Koenig, as to an undivided 1/6 interest; and Eric T. Koenig, as to an undivided 1/6 interest
5. The Land is described as follows:  
  
SEE SCHEDULE C ATTACHED HERETO

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**SCHEDULE A**  
(Continued)

CRITES TITLE COMPANY, INC.  
AGENT OF FIDELITY NATIONAL TITLE INSURANCE  
COMPANY  
1620 BROADWAY AVE.  
MATTOON, IL 61938

**Fidelity National Title Insurance Company**



By:

ATTEST

President

Secretary

BY: \_\_\_\_\_

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AMERICAN  
LAND TITLE  
ASSOCIATION





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### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.

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## SCHEDULE B

(Continued)

10. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.
11. The spouse of any individual executing a conveyance to be insured must join in the conveyance unless the instrument adequately reflects the individual is not married or a partner in civil union, or that the subject premises is not homestead property.

### PARTICULAR REQUIREMENTS

12. All requirements to insure any conveyance have been omitted. Additional charges for the amount of insurance issued will be provided.

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**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**  
**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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
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. Taxes or assessments which are not shown as existing liens by either the Public Records or the records of any taxing authority that levies taxes or assessments on real property.
7. Taxes for 2022 due and payable in 2023, and for all subsequent years.

INFORMATIONAL NOTE: The county records reflect that the general real estate taxes assessed for Parcel No. 03-0-01453-000 were in the amount of \$1,459.98 (Tract I) and Parcel No. 03-0-01482-000 were in the amount of \$2,473.36 (Tract II) for 2021 taxes payable in 2022. This informational note is provided for the convenience of the parties to the proposed transaction, and we do not assure or propose to insure the accuracy or completeness of that information.

8. Rights of Ways for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

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## SCHEDULE B

(Continued)

9. Any and all rights of the People of the State of Illinois, County of Coles or other municipality for any part of said premises described in Schedule "A" being used or taken by right of way or dedication for highway or public road purposes.
10. Title to all minerals, including, oil, gas and coal within and underlying the premises, together with all mining and drilling rights and any other matters arising from any conveyance, reservation, lease or other severance of any interest in and to the minerals underlying the land described herein, including but not limited to express or implied easements for ingress, egress, production, etc., or other rights, privileges and immunities relating thereto.
11. Subject to Right of Way Easement Permit to Coles-Moultrie Electric Cooperative, filed for record in the office of the Recorder of Coles County, Illinois, August 30, 2004, as Document #672743, granting the right to construct, operate, maintain and repair an electric transmission or distribution line or system over and across part of said premises.
12. Subject to Right of Way Easement Permit to Coles-Moultrie Electric Cooperative, filed for record in the office of the Recorder of Coles County, Illinois, August 30, 2004, as Document #672748, granting the right to construct, operate, maintain and repair an electric transmission or distribution line or system over and across part of said premises.
13. Right of Way Easement to Embarras Area Water District, filed in the office of the Recorder of Coles County, Illinois, May 19, 2010, as Document No. 721990, granting the right to construct, operate, maintain and repair a water distribution system over and across part of said premises. (TRACT I)
14. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment or policy when issued should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.
15. Subject to Federal Estate and/or Illinois taxes which may be due as a result of the death of Genelle T. Koenig on September 24, 2014.
16. Statutory rights, powers and duties of the Representative of the Estate of Genelle T. Koenig, if and when appointed.
17. Rights and interests of devisees and legatees under the Last Will and Testament of Genelle T. Koenig.
18. Subject to the rights of the spouse or partner in a civil union of Walter R. Koenig, if any.
19. Subject to the rights of the spouse or partner in a civil union of Kurt Koenig, if any.
20. Subject to the rights of the spouse or partner in a civil union of Jeanette Koenig, if any.
21. Subject to the rights of the spouse or partner in a civil union of Eric T. Koenig, if any.

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## SCHEDULE B

(Continued)

22. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
23. GAP coverage will be provided for this transaction provided the following items are satisfied:
- We must be provided the attached original GAP affidavit properly executed by all parties to the transaction.
  - We must be advised of the proposed closing date no later than 48 hours prior to closing.
  - The original documents to be recorded must be delivered to our office within 48 hours of closing.

### WARNING – FRAUDULENT FUNDING AND WIRING INSTRUCTIONS

Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.

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## COMMITMENT FOR TITLE INSURANCE

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### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE C

The Land is described as follows:

**TRACT I:** THE NORTHWEST QUARTER (NW.1/4) OF THE SOUTHWEST QUARTER (SW.1/4) OF SECTION TWENTY NINE (29), TOWNSHIP FOURTEEN (14) NORTH, RANGE FOURTEEN (14) WEST OF THE SECOND PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS, EXCEPT A STRIP OF LAND DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW.1/4) OF THE SOUTHWEST QUARTER (SW.1/4) OF SECTION TWENTY NINE (29); THENCE WEST ON HALF SECTION LINE 37 RODS, MORE OR LESS; THENCE SOUTH 26 RODS, MORE OR LESS; THENCE EAST 37 RODS, MORE OR LESS; THENCE NORTH 26 RODS, MORE OR LESS, TO THE PLACE OF BEGINNING, COLES COUNTY, ILLINOIS.

EXCEPTING ANY INTEREST OR ESTATE IN THE MINERALS UNDERLYING THE SURFACE OF THE LAND WHICH MAY HAVE BEEN HERETOFORE CONVEYED OR RESERVED, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF ANY SUCH MINERAL INTEREST OR ESTATE.

**TRACT II:** THE EAST HALF (E.1/2) OF THE SOUTHEAST QUARTER (SE.1/4) AND THE SOUTH 18 ACRES OF THE EAST HALF (E.1/2) OF THE SOUTHWEST QUARTER (SW.1/4) OF THE SOUTHEAST QUARTER (SE.1/4), ALL IN SECTION THIRTY (30), TOWNSHIP FOURTEEN (14) NORTH, RANGE FOURTEEN (14) WEST OF THE SECOND PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS.

EXCEPTING ANY INTEREST OR ESTATE IN THE MINERALS UNDERLYING THE SURFACE OF THE LAND WHICH MAY HAVE BEEN HERETOFORE CONVEYED OR RESERVED, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF ANY SUCH MINERAL INTEREST OR ESTATE.

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## **Crites Title Company, Inc. Privacy Statement**

Crites Title Company respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains Crites Title Company's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. Crites Title Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, Crites Title Company may share information as described herein.

### **Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies** – We are permitted by law to share your name, address and facts about your transaction with other Crites Title Company companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information** – We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information** – As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, Crites Title Company's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Crites Title Company  
1620 Broadway  
Mattoon, IL 61938

**Changes to this Privacy Statement** – This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.