



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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.

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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.

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.

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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

Arbitration provision intentionally removed.

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Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Monroe County Abstract**

Issuing Office: **229 N. Main Street
Paris, MO 65275**

ALTA® Universal ID:

Commitment No.: **23-2180**

Loan ID No.:

Issuing Office File No.: **23-2180 Carpenter**

Property Address: **Hwy 151, Madison, MO 65263**

Revision No.:

SCHEDULE A

1. Commitment Date: **May 24, 2023 at 8:00AM**

2. Policy to be issued:

(a) ☐ **ALTA® Owner's Policy (06-17-06) Informational purposes only**

Proposed Insured:

Proposed Policy Amount: \$

(b) ☐ **ALTA® Loan Policy (06-16-06)**

Proposed Insured: **To Be Determined**

Proposed Policy Amount: \$

(c) ☐ **ALTA® Policy**

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 **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

Cassie J. Carpenter Bugalski, Successor Trustee of the Pam Carpenter Revocable Inter Vivos Trust dated March 14, 2012

5. The Land is described as follows:

A tract of land situated in the Northeast Quarter of Section 26, Township 54 North, Range 12 West, Monroe County, Missouri and being more particularly described as follows: beginning at an iron rod set on the mid line of Section 26 from whence a stone found at the center-1/4 corner bears N86°43'35"W a distance of 255.00'; thence N01°31'13"E a distance of 783.08' to the centerline of the Elk Fork Salt River; thence along said centerline as follows: N78°39'51"E a distance of 334.55'; thence 177.34' along an arc to the left, with a radius of 115.42', and a chord that bears N34°38'52"E, a distance of 160.40'; thence N09°22'07"W a distance of 192.69'; thence 166.42' along an arc to the right, with a radius of 96.41', and a chord that bears N40°04'51"E, a distance of 146.51';

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thence N89°31'49"E a distance of 258.53'; thence 186.03' along an arc to the left, with a radius of 251.89', and a chord that bears N68°22'24"E, a distance of 181.83'; thence N47°12'58"E a distance of 367.64'; thence N70°05'11"E a distance of 475.63'; thence N40°47'56"E a distance of 134.83'; thence 112.81' along an arc to the left, with a radius of 503.99', and a chord that bears N34°23'12"E, a distance of 112.57' to a point being the westerly prolongation of a fence line; thence along said line, S87°51'15"E a distance of 300.24' to a corner post; thence N88°44'32"E a distance of 244.61' to a corner post on the west right of way line of state route 151; thence along said right of way line as follows: S12°54'15"E a distance of 151.56'; thence 172.47' along an arc to the right, with a radius of 3759.72', and a chord that bears S00°02'07"W, a distance of 172.45'; thence S07°58'41"E a distance of 185.10'; thence S01°20'58"W a distance of 524.01'; thence S01°40'58"W a distance of 1060.75' to an iron rod found on the mid line of Section 26; thence along said line, N86°43'35"W a distance of 2363.57' to the point of beginning. The above tract of land contains 85.5 acres more or less, subject to easements and restrictions of record, or not of record, if any.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Authorized Signatory

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Schedule BI & BII

File No. 23-2180 Carpenter.

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. This Company must be furnished with a copy of the Trust Instrument for the Pam Carpenter Revocable Inter Vivos Trust dated March 14, 2012 or in the alternative an Affidavit of Trust must be executed, acknowledged and delivered tot his Company.
6. For your information there are no Deeds of Trust found of record.

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Schedule BI & BII

File No. 23-2180 Carpenter.

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. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **GENERAL TAXES:** For the year **2023** and all subsequent years. Real estate taxes for the year **2022** for **Monroe** County, Missouri, in the amount of **\$187.47 have been paid**. Parcel Number is **17-7.0-26-0-00-001.000**.
8. Water Line Easement in favor of Public Water Supply District #2 dated May 2, 1978, and filed of record March 21, 1979, in Book 187 at Page 351 of the Deed Records of Monroe County, Missouri.
9. Right of Way Deeds in favor of the State of Missouri Deed dated April 14, 1933, and filed of record May 22, 1933, in Book 97 at Page 397 and filed of record January 29, 1935, in Book 99 at Page 45, and dated April 11, 1933 and filed of record May 22, 1933, in Book 97 at Page 395 of the Deed Records of Monroe County, Missouri.
10. Easements as describe in Deed in favor of the State of Missouri dated January 16, 1973, and filed of record March 29, 1973, in Book 162 at Page 377 of the Deed Records of Monroe County, Missouri.

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11. Excepting therefrom any part of the property lying within Highway 151 or its right of way.
12. Zoning and Subdivision Regulations of Monroe County, Missouri, as filed of record December 9, 1968, in Book 147 at Pages 541+ and in Book 174 at Pages 399+; and, Comprehensive Development Plan of Monroe County, Missouri, as filed of record in Book 174 at Pages 176+, and amendments thereto in Book 205 at Pages 331+ and 485+, all of the Deed Records of Monroe County, Missouri.
13. Monroe County Code of Health Regulations dated and filed of record March 4, 1994, in Book 255 at Pages 359+ of the Deed Records of Monroe County, Missouri, regarding the construction, installation or modification of small on-site waste water treatment systems.
14. Subject to Mark Twain Solid Waste Management District, Intergovernmental Cooperative Agreement dated January 14, 1999, and filed of record March 26, 1999, in Book 281 at Page 1237 of the Deed Records of Monroe County, Missouri.
15. Monroe County Agricultural Development Ordinance dated October 28, 2013, and filed of record October 30, 2013, in Document No. 2013-1648 of the Deed Records of Monroe County, Missouri.
16. Consequences of one or more boundaries of the Land referring to a river, creek, stream, branch or any other water Boundary ("The Boundary") including, but not limited to: Decrease in area, if any, of the Land by erosion and/or the consequences of any past or future change in the location of any river, creek, channel which effects the Land.
17. Rights of riparian owners and the public in and to the free unobstructed flow of any river, creek, channel, branch which abuts or flows through the Land without diminution or pollution.
18. Subject to any inconsistencies in the boundaries of the Land and/or any adverse claims to any portion of the Land created by accretions, avulsions or the meandering of any river, creek, channel, branch.
19. No title is or will be insured to any Land lying below the present or former high water line of the Elk Fork of Salt River.
20. The consequences of the use of monuments (including but not limited to "Elk Fork Salt River, State Route 151") as boundaries or calls in the legal description(s) of the Land which monument are not definite, or are subject to more than one interpretation or have or could have been relocated, including but not limited to the inability to locate the boundaries of the land and any dispute regarding the location of said boundaries.

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Alta Privacy Form

Monroe County Abstract & Title Company, Inc.: Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial Institution, directly or through its affiliates, from sharing nonpublic 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

We may collect nonpublic; personal information about you from the following sources:

Information we receive from you on applications or other forms.

Information about your transactions we secure from our files, or from 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 nonpublic 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 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.

Monroe County Abstract & Title Company, Inc. P.O. Box 248, Paris, Missouri 65275 Phone: (660) 327-4109 Fax: (660) 327-4331 E-mail: Abstract@parismo.net
Agent for First American Title Insurance Company



Privacy Policy

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidential and Security

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