

# ALTA 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 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, 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

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

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Form 50186120 (10-5-22)

#### **COMMITMENT CONDITIONS**

### 1. DEFINITIONS

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

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#### 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 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 have liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5.a. Proposed Policy 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 provision 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, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the Sate where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- 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 closing, settlement, escrow, or any other purpose.

#### 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 proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Condition 5.e.:

Issuing Agent: Ness County Abstract & Title, LLC Issuing Office: Ness County Abstract & Title, LLC Issuing Office's ALTA ® Registry ID: 1049872

Loan ID No.:

Commitment No.: 23-183T Issuing Office File No.: 23-183T

Property Address: SE/4 28-16-24, Ransom, KS 67572

Revision No.:

**SCHEDULE A** 

Commitment Date: December 1, 2023 at 8:00 A.M.

Policy to be issued:

a. ALTA® Owners Policy (07-01-2021)

Proposed Insured: To Be Determined

Proposed Amount of Insurance: **\$TBD** 

The estate of interest to be insured: Fee Simple

b. ALTA ® Loan Policy (07-01-2021)

Proposed Insured: To Be Determined

Proposed Amount of Insurance: \$TBD

The estate of interest to be insured: Fee Simple

c. ALTA ® Loan Policy (07-01-2021)

Proposed Insured:

NONE

Proposed Amount of Insurance: \$ The estate of interest to be insured:

- The estate or interest in the Land at the Commitment Date is: Fee Simple.
- The Title is, at the Commitment Date, vested in:

James W. Hobson and Sandra G. Hobson, Trustees of the James W. and Sandra G. Hobson Family Trust, dated April 7, 2005 and, as disclosed in the Public Records, has been since May 7, 2014

The Land is described as follows:

The Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Sixteen (16) South, Range Twenty-four (24) West of the 6th P.M., Ness County, Kansas

**NESS COUNTY ABSTRACT & TITLE, LLC** 

Megan M. Stoecklein, Authorized Signatory

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# **SCHEDULE B, PART I -- Requirements**

All of the following Requirements must be met:

- 1. Pay the general taxes and special assessments for the year 2023.
- 2. The Kansas court system was affected by a security incident limiting the ability to search, file and/or post documents affecting title to the Land. Closing will not be able to take place until all issues relating to this matter have been resolved and an updated search performed. If the parties are not willing to delay closing, then the following exceptions will appear on the final policy:

Owner's Policy:

Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Kansas court system, including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.

Loan Policy:

Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Kansas court system, including, but not limited to, (i) an inability to search the Public Records, (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.

In order to remove these exceptions from a policy, First American requires the following:

1) An owner's affidavit (signed by the seller and/or buyer) stating no court action in Kansas exists wherein the owner is subject to (or may become subject to) a judgment lien which may attach to the Land.

AND

- 2) First American's Indemnity III (Off-Record Matters) signed by the affiant owner(s) and/or purchaser(s).
- 3. Obtain and record a properly executed Certification of Trust in accordance with Kansas Statute 58a-1013 from Trustee(s) of the James W. and Sandra G. Hobson Family Trust, dated April 7, 2005, evidencing to the public the status, the existence, and the authority of the Trustee(s) to confer and act, more specifically to convey the real estate covered by this commitment, in the office of the Register of Deed, Ness County, Kansas.
- 4. Obtain and record a properly executed Trustee's Deed from the Trustee(s) of James W. and Sandra G. Hobson Family Trust, dated April 7, 2005 to a prospective purchaser to be determined. A properly executed Real Estate Sales Validation Questionnaire must accompany Trustee's Deed for recording.
- 5. Obtain and record a properly executed Mortgage from a prospective purchaser to be determined in favor of a prospective lender to be determined in the office of the Register of Deeds, Ness County, Kansas, securing a principal amount to be determined.
- 6. 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.

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- 7. Pay the agreed amount for the estate or interest to be insured.
- 8. Pay the premiums, fees, and charges for the Policy to the Company.
- 9. 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.
- 10. Upon examination of the above aforementioned, we reserve the right to make additional requirements and exceptions as may be necessary.
- 11. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements and exceptions relating to the interest or the loan.

# **SCHEDULE B, PART II -- Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provision of the document will be excepted from coverage.

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:

- 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. Right or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 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, unless such lien is shown by the Public Records at Date of Policy.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- 7. The lien of the General Taxes for the year 2023, and thereafter.
  - General Taxes and special assessments for the year 2023: 1st half of 2023 Tax Statement #1282 in the amount of \$462.83 is currently due and payable, on or before December 20, 2023; and 2nd half of 2023 Tax Statement #1282 in the amount of \$462.83 is currently due and payable, on or before May 10, 2024.
- 8. Financing statements, if any, affecting crops growing or to be grown on the land in question. No liability is assumed hereunder for financing statements not recorded in the Real Estate Records, which may affect crops growing or to be grown on the land above described.

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- 9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 10. Terms and Conditions of Right of Way Easement dated July 3, 1962 from Daisy A. Baer, a widow to Clear Creek, Inc., it's successors and assigns, filed for record in the office of the Register of Deeds, Ness County, Kansas on August 30, 1962 at 03:05-PM in Record Book 55, Page 320, and all subsequent assignments or conveyances thereof, together with any right or claim of right to enter onto the surface.
- 11. Terms and Conditions of Right of Way Easement dated June 12, 1982 from Dorothy Baer Hobson to Western Power of Centel Corporation, it's successors and assigns, filed for record in the office of the Register of Deeds, Ness County, Kansas on June 22, 1987 at 04:10-PM in Record Book 205, Page 49, and all subsequent assignments or conveyances thereof, together with any right or claim of right to enter onto the surface.
- 12. Terms and Conditions of Oil & Gas Lease dated May 15, 1963 from Daisy A. Baer, a widow; Dorothy Baer Hobson and James M. Hobson, wife and husband, to Vyrl W. Levan, filed for record in the office of the Register of Deeds, Ness County, Kansas on May 28, 1963 at 03:05 PM in Record Book 62, Page 332; and thereby extended by Proof of Extension of Leases by Production as filed in Record Book 64, Page 218, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
- 13. Terms and Conditions of Oil & Gas Lease dated May 18, 1963 from Daisy A. Baer, Trustee for and on behalf of all of the vested remaindermen, both known and unknown, born and unborn, under Paragraph 3 of the will of W. F. Baer, deceased, to Vyrl W. Levan, filed for record in the office of the Register of Deeds, Ness County, Kansas on June 14, 1963 at 09:30-AM in Record Book 62, Page 476; and thereby extended by Proof of Extension of Leases by Production as filed in Record Book 64, Page 218, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
- 14. Terms and Conditions of Oil & Gas Lease dated June 14, 1963 from Daisy A. Baer, Guardian of the estates of James William Hobson, Michael Roy Hobson and Charles Bruce Hobson, minors, to Vyrl W. Levan, filed for record in the office of the Register of Deeds, Ness County, Kansas on June 14, 1963 at 11:00-AM in Record Book 62, Page 496; and thereby extended by Proof of Extension of Leases by Production as filed in Record Book 64, Page 218, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
- 15. Terms and Conditions of Affidavit of Production as filed in Record Book 283, Page 452, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
- 16. Terms and Conditions of Declaration of Pooling and Unitization of Oil and Gas Leases filed for record in the office of the Register of Deeds, Ness County, Kansas on July 7, 2003 at 03:15-PM in Record Book 282, Page 137, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.

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- 17. Terms and Conditions of Declaration of Pooling and Unitization of Oil and Gas Leases filed for record in the office of the Register of Deeds, Ness County, Kansas on July 7, 2003 at 03:10-PM in Record Book 282, Page 134, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
- 18. Terms and Conditions of Declaration of Pooling and Unitization of Oil and Gas Leases filed for record in the office of the Register of Deeds, Ness County, Kansas on July 7, 2003 at 03:20-PM in Record Book 282, Page 140, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
- 19. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00 and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for the same shall have been paid.

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#### **Privacy Notice**

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

<u>What Type Of Information Do We Collect About You?</u> We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

<u>How Do We Use Your Information?</u> We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Share Your Information?</u> We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Store and Protect Your Information?</u> The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

<u>How Long Do We Keep Your Information?</u> We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.



International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



#### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

<u>Right to Correct.</u> You have a right to request that we correct your personal information.\_This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

<u>Right of Deletion</u>. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share**. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection**. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

<u>Notice of Disclosure</u>. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.