

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 EXTRA CONTRACTUAL 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 Indiana 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 30 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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 knowledge or actual notice, 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.

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- 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 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 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 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 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 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 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 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.
 - 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.

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- 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, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State 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 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.
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. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less 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.alta.org/arbitration>.

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First American Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Allyn Abstract Co., Inc.
Issuing Office: 17 W. Main St., Poseyville, IN 47633-0430
Issuing Office's ALTA® Registry ID: 1101445
Loan ID No.: TBD
Commitment No.: 24-TI-18
Issuing Office File No.: 24-TI-18
Property Address: 1100 Zoar Church Road, Mt. Vernon, IN 47620
Revision No.: 00

SCHEDULE A

1. Commitment Date: August 28, 2024 at 05:00 PM
2. Policy to be issued:
 - a. Owner's Policy 6-17-06
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
 - b. Loan Policy 6-17-06
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
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: Sterling Industrial, LLC.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Allyn Abstract Co., Inc.

By: William H. Bender, President
William H. Bender, President of Allyn
Abstract Co., Inc.

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First American 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.
 - a. Warranty Deed from Sterling Industrial, LLC to TBD
 - b. Mortgage from TBD to TBD, securing the principal amount of \$
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgage's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.

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(24-TI-18.PFD/24-TI-18/6)

SCHEDULE B
(Continued)

13. Note: We reserve the right to make additional requirements and/or exceptions upon the receipt of a current Survey or Surveyor's Location Report.
14. Proof of Homeowner's Association Due Paid, if applicable.
15. Pay all taxes, charges, assessments levied and assessed against subject premises, which are due and payable.
16. IF APPLICABLE: ALLYN ABSTRACT CO., INC. MUST BE PROVIDED THE ORIGINAL MANUFACTURED HOME TITLE PRIOR TO CLOSING. AN AFFIDAVIT OF TRANSFER TO REAL ESTATE AND OTHER PERTINENT DOCUMENTS MUST BE SIGNED AT CLOSING IN ORDER TO RETIRE/SURRENDER THE TITLE.

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 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.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Subject to zoning ordinances of Posey County and any political subdivision thereof.
8. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
9. Rights of the public, the State of Indiana, and County and the municipality in and to that portion of subject property taken or used for road purposes including utility rights of way.
10. Subdivision Regulations of Posey County and participating Cities and Towns, dated November 26, 1986, recorded November 26, 1986 in Miscellaneous Record 46, page 1-88.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

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SCHEDULE B
(Continued)

12. Any inaccuracy in the area, square footage, or acreage of land described in Exhibit C or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
13. Possible easements in favor of Southern Indiana Gas and Electric Company which have been recorded outside of the chain of title and which are expressly excluded from the coverage of this title policy.

NOTE: Upon request of the client and for an additional fee, these easements will be furnished and specifically designated in the title insurance policy; or, if we are furnished information from Southern Indiana Gas and Electric Company that there are no such easements affecting the insured premises, the exception will be deleted.

14. Easements for public utilities, sewage, drainage and incidental purposes appearing in the public records.
15. Auction Tract 1
Real Estate Taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024:

Assessed in the name of: Sterling Industrial, LLC
Parcel No.: 65-16-26-100-004.000-010
Taxing Unit Point
Land: \$63,300
Improvements: N/A
Exemptions: None
May Installment: \$530.01 – PAID
November Installment: \$530.01 – UNPAID

16. Auction Tracts 2, 3, 4
Real Estate Taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024:

Assessed in the name of: Sterling Industrial, LLC
Parcel No.: 65-16-26-100-005.000-010
Taxing Unit Point
Land: \$106,500
Improvements: \$300,500
Exemptions: None
May Installment: \$3,407.81 – PAID
November Installment: \$3,407.81 – UNPAID

17. There is evidence that the subject real estate lies in one or more drainage districts which may constitute a legal drain. If any one of the actual drains or laterals pass through the subject land, there is a statutory easement along each side of such ditch for maintenance purposes.
18. Real Estate taxes assessed for the year 2024 have accrued and are a lien but are not yet due and payable.
19. Disclaimer: We do not insure the accuracy of property tax information.

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SCHEDULE B
(Continued)

20. The land shall not be deemed to include any mobile home or manufactured housing unit which may be located on the land. This exception will be removed if a manufactured housing unit is located on the land and you provide proof, satisfactory to the Company, establishing that: (1) the owner of the land is the owner of the manufactured housing unit, (2) there are no liens attached to the manufactured housing unit as personal property, and (3) the manufactured housing unit has been converted to real property under the laws of Indiana, either by an Affidavit of Transfer to Real Estate issued by the Indiana Bureau of Motor Vehicles pursuant to the provisions of Indiana Code 9-17-6-15.1, et seq., or by the attachment of manufactured housing unit to a permanent foundation on the land in such a manner that the manufactured housing unit has become a fixture and is taxed as real estate and not as personal property.
21. Subject to the right of tenant farmer, if applicable.
22. Unless the sewer charges are currently paid, there may be a statutory lien for any delinquency. You should ascertain the status of payments at the appropriate office, if applicable.
23. Auction Tract 1
The subject property is located in a Flood Hazard Area as determined by HUD/FIA Flood Map. This policy does not insure against any loss or damage resulting from flooding or erosion.
24. Electric Distribution Line Easement in favor of Southern Indiana Gas and Electric Company, ISAOA, dated December 9, 1988 and recorded January 19, 1989, in Deed Record 158, page 726 in the Posey County Recorder's Office.

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Commitment No.: 24-TI-18

EXHIBIT A

The North Half (N/2) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West, containing Eighty (80) Acres, more or less.

(EXCEPT) Part of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West, bound and described as follows: Beginning at an iron pipe on the north line of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West, said pipe being 423.82 feet East of an iron pin marking the northwest corner of the Northwest Quarter of the Northeast Quarter of said section; thence from said beginning point, East along and upon the North line of said quarter quarter section, 150 feet to an iron pipe; thence South 290.40 feet to an iron pipe; thence West and parallel with the north line of said quarter quarter section, 150 feet to an iron pipe; thence North 290.40 feet to the place of beginning, containing One (1) Acre, more or less.

ALSO EXCEPT, Part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West and described as follows: Beginning at an iron pipe on the north line of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West, and in the center of the Zoar Church Road, said pipe being 199.60 feet east of the northwest corner of said quarter quarter section; thence east along the north line of said quarter quarter section, a distance of 125 feet to an iron pipe in the center of said road; thence South for a distance of 348.48 feet to an iron pipe; thence west and parallel with the north line of said quarter quarter section for a distance of 125 feet; thence north for a distance of 348.48 feet to the place of beginning, containing One (1) acre, more or less.

ALSO EXCEPT, A part of the North half (N/2) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West, Posey County, Indiana, described as follows: Beginning at a point on the eastern line of said section South 3 degrees 02 minutes 19 seconds East 20.00 feet from the northeast corner of said section, which point of beginning is on the southern boundary of County Road 1000 South; thence South 3 degrees 02 minutes 19 seconds East 75.76 feet along said eastern line; thence North 64 degrees 35 minutes 11 seconds West 55.48 feet; thence North 89 degrees 31 minutes 53 seconds West 250.80 feet; thence North 73 degrees 17 minutes 55 seconds West 80.23 feet to the southern boundary of said County Road 1000 South; thence North 85 degrees 54 minutes 29 seconds East 374.69 feet along the boundary of said County Road 1000 South to the point of beginning and containing 0.315 acres, more or less.

ALSO EXCEPT, part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West and described as follows:
Beginning at a point on the north line of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West, and in the center of Zoar Church Road, said point being 74.60 feet east of the northwest corner of said quarter quarter section; thence South for a distance of 473.48 feet to a point; thence east 375 feet to a point; thence north a distance of 473.48 feet to a point being in the center of Zoar Church Road; thence west a distance of 375 feet to the place of beginning.

EXCEPT, part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4), of Section Twenty-six (26), Township Seven (7) South, Range Fourteen (14) West and described as follows: Beginning at an iron pip on the North line of the Northeast Quarter of the Northeast Quarter of Section 26, Township 7 South, Range 14 West, and in the center of the Zoar Church Road, said pipe being 199.60 feet East of the Northwest corner of said quarter quarter section; thence East along the North line of said quarter quarter section, a distance of 125 feet to an iron pipe in the center of said road; thence South for a distance of 348.48 feet to an iron pipe; thence West and parallel with the North line of said quarter quarter section for a distance of 125 feet; thence North for a distance of 348.48 feet to the place of beginning.

ALLYN ABSTRACT CO., INC.
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, 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 the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

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 receive 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, our underwriter, 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 audit 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, 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.

Confidentiality 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 that 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. We currently maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.



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.

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

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.

How Do We Use Your Information? 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 <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? 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 <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? 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.

How Long Do We Keep Your Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.



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.

Right to Correct. 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.

Right of Deletion. 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.

Verification Process. 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.

Right of Non-Discrimination. 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>.

Notice of Disclosure. 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>.