

File Number: NTWE-122657

**Main Branch – Logan**

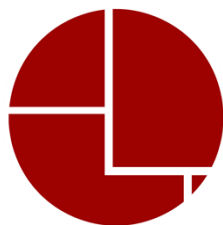
160 North Main Street  
Logan, Utah 84321  
435-752-3600

**Tremonton Office:**

472 West Main Street #4  
Tremonton, Utah 84337  
435-207-4040

**Ogden Office:**

2650 Washington Blvd, Suite 208  
Ogden, Utah 84401  
385-333-7215



NORTHERN **TITLE**

*“Good Deeds Done Daily!”*

**Draper Office:**

584 East 12300 South Suite #4  
Draper, Utah 84020  
801-218-2300

**Springville Office:**

1190 North Main, Suite #7  
Springville, Utah 84663  
801-704-5280

**Grantsville Office:**

225 East Main Street Suite F  
Grantsville, Utah 84029  
435-241-4458

## COMMITMENT FOR TITLE INSURANCE

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

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|   |                       |
|---|-----------------------|
| <b>BUYER/BORROWER:</b><br><br>Janisan Properties, LLC | <b>SELLER/OWNER:</b>  |
| <b>SELLING AGENT:</b>                                 | <b>LISTING AGENT:</b> |
| <b>LENDER:</b>  | <b>BROKER:</b>        |



**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 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**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

NTWE-122657

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.

*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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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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All inquiries regarding this report should be directed to:  
**Cameron Chambers**  
**(435) 752-3600**  
**Cameron@northernitle.net**

## **SCHEDULE A**

Order No. NTWE-122657

1. Effective Date: September 14, 2022 8:00AM

2. Policy or policies to be issued:

A. 2006 ALTA Owner's

Proposed Insured:

Amount:

Premium: \$0.00

B. 2006 ALTA Loan

Proposed Insured:

Amount:

Premium: \$0.00

C. Endorsements:

3. The estate or interest in the land described in the Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate or interest referred to herein is at the effective date hereof vested in:

**Janisan Properties, LLC**

5. The land referred to in this Commitment is in the State of UT, County of **Weber** and is described as follows:

See Attached Exhibit "A"

PROPERTY ADDRESS: 9097 West 900 South, Ogden, UT 84404

## EXHIBIT "A"

A PARCEL OF LAND LYING AND SITUATE IN THE EAST HALF OF THE NORTHEAST QUARTER, OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. COMPRISING A 6.50 ACRE PORTION OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED 18, JANUARY, 2019 AS ENTRY #2961992 OF THE WEBER COUNTY RECORDS AND DEPICTED ON THAT CERTAIN RECORD OF SURVEY FILED AS SURVEY NUMBER 6390 IN THE OFFICE OF THE WEBER COUNTY SURVEYOR. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°41'19" WEST 2650.40 FEET, MEASURED, BETWEEN THE WEBER COUNTY BRASS CAP MONUMENTS MONUMENTING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20, THENCE SOUTH 00°49'42" WEST 50.47 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 00°49'42" WEST 656.24 FEET; THENCE NORTH 89°29'19" WEST 432.05 FEET; THENCE NORTH 00°51'05" EAST 641.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 23.73 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°08'55" EAST) THROUGH A CENTRAL ANGLE OF 89°16'40" TO A POINT OF TANGENCY; THENCE SOUTH 89°52'15" EAST 50.39 FEET; THENCE SOUTH 89°29'19" EAST 365.93 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS-EGRESS AND UTILITIES DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20, THENCE SOUTH 00°49'42" WEST 50.47 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF A COUNTY ROAD; THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH SAID RIGHT OF WAY 1) NORTH 89°29'19" WEST 365.93 FEET; 2) NORTH 89°52'15" WEST 65.20 FEET TO THE TRUE POINT OF BEGINNING:  
THENCE SOUTH 00°51'05" WEST 655.81 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL;  
THENCE NORTH 89°29'19" WEST 66.00 FEET;  
THENCE NORTH 00°51'05" EAST 655.37 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY;  
THENCE SOUTH 89°52'15" EAST 66.00 FEET COINCIDENT WITH SAID RIGHT OF WAY TO THE POINT OF BEGINNING

(10-041-0030)

## **SCHEDULE B - SECTION 1**

### **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.

In addition to the foregoing, the following requirements must be complied with, to-wit:

1. Title Report Only

## **SCHEDULE B-SECTION II**

### **EXCEPTIONS FROM COVERAGE**

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:

#### **PART ONE:**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings, by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate land survey of Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

\*Paragraphs 1 through 7 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

## **SCHEDULE B - PART 2**

### **SPECIAL EXCEPTIONS:**

1. Taxes for the year 2022 are now due and payable in the amount of \$.61 but will not become delinquent until November 30.  
Parent Serial No. 10-041-0024

Taxes for the year 2022 are now due and payable in the amount of \$ .74 but will not become delinquent until November 30.  
Parent Serial No. 10-041-0025

Taxes for the year 2021 have been paid in the amount of \$4.28.  
Parent Serial No. 10-041-0001

2023 Tax Serial No. 10-041-0030

2. Said property may be included within the taxing assessment district of West Warren Park and Little Mountain Service Area and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)

3. Any water rights or claims or title to water in or under the Land.

4. Mineral rights, claims or title to minerals in or under the land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel or stone, and easements or other rights relating thereto, whether express, implied, recorded or unrecorded.

5. Subject to all existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, cable, fiber optic, sewer, gas, or water lines, and right of way and easements thereof.

6. GREENBELT APPLICATION

Dated: July 15, 2021  
Recorded: July 15, 2021  
Entry No.: [3158347](#)

7. NOTE: No Existing Deed of Trust appears of record. If this information is not correct, please notify Northern Title Company as soon as possible to provide information regarding an existing loan.

8. Subject to any entities/individuals that have active filings for mechanic lien rights as disclosed by the Utah State Construction Registry. Said entities together with any other entities/individuals who have a valid lien right will be required to be paid at or prior to closing and a release/withdrawal be filed with the Utah State Construction Registry.

(continued)

## SCHEDULE B - PART 2

### SPECIAL EXCEPTIONS:

\*\*\*\*

NOTE: Judgments, State and Federal Tax Liens were checked on the following names, and if any were found, are disclosed herein:

Janisan Properties, LLC

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

Examiner



Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

### Chain of Title including all Vesting Deeds recorded in the past 24 months:

ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING THE LAND DESCRIBED HEREIN WITH A PERIOD OF 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT EXCEPT AS FOLLOWS:

#### WARRANTY DEED

Grantor: Color Play Surfacing  
Grantee: RLSS, LLC  
Recorded: March 29, 2021  
Entry No.: [3139095](#)

#### WARRANTY DEED

Grantor: Color Play Surfacing Inc.  
Grantee: RLSS, LLC  
Recorded: March 29, 2021  
Entry No.: [3139096](#)

#### QUIT CALIM DEED

Grantor: RLSS, LLC  
Grantee: RLSS, LLC, a Utah Limited Liability Company  
Recorded: March 14, 2022  
Entry No.: [3223444](#)

#### WARRANTY DEED

Grantor: RLSS, LLC, a Utah Limited Liability Company  
Grantee: Janisan Properties, LLC  
Recorded: June 27, 2022  
Entry No.: [3243095](#)

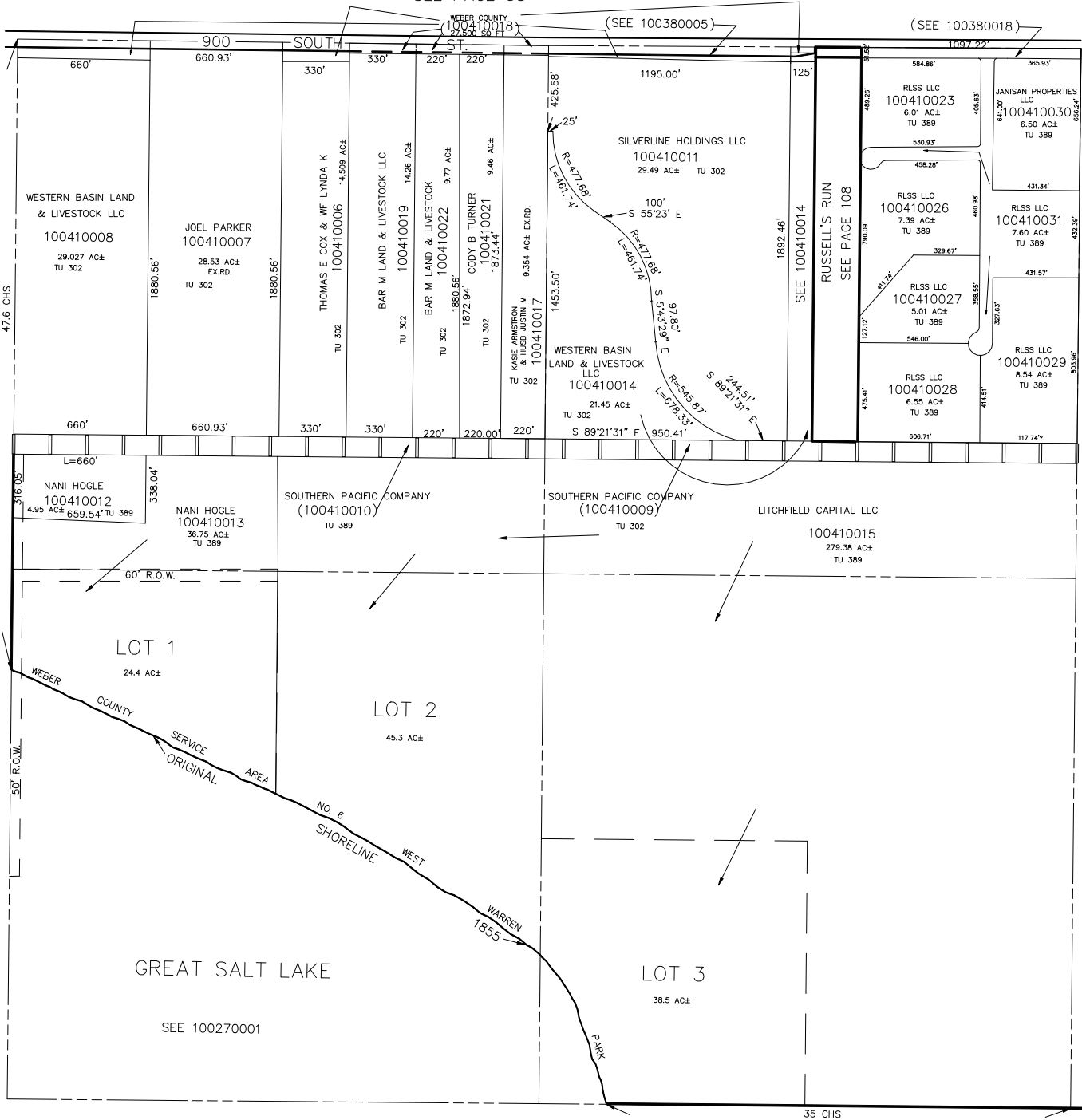
# SECTION 20, T.6N., R.3W., S.L.B.& M.

IN WEBER COUNTY

SCALE 1" = 400'

TAXING UNIT: 302, 389

SEE PAGE 38



SEE PAGE 48

\*FOR TAX PURPOSES ONLY\*

**Northern Title Company**  
**June 7, 2022**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information") and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From application or other forms we receive from you, or you authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet websites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information from unwanted access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

- To agents, brokers, or representatives, to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction, or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Rights to Access Your Personal Information and Ability to Correct Errors or Changes or Deletions**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment, or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Northern Title Company  
160 North Main  
Logan, UT 84321

**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause.



## Privacy Information

### 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 subsidiaries 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 that 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.

### 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, 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.

### 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 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.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.