



ALTA Commitment for Title Insurance

Issued by
Clear Title Agency of Arizona
as issuing Agent for First American Title Insurance
Company

File No.: 10190428A

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued by Clear Title Agency of Arizona, as issuing Agent for 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

Greg L. Smith, Secretary



James A. Clifford
President

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

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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.

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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File No.: 10190428A

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Clear Title Agency of Arizona

Issuing Office: 2901 E Camelback Rd Suite 100
Phoenix, AZ 85016

Commitment No.: 10190428A

Issuing Office File No.: 10190428A

Property Address: 7120 E. Indian School Rd.
Scottsdale, AZ 85251

Reference No.:

Loan No.:

Revision No.: 1

TITLE INQUIRES should be directed to your Title Officer: **Shari Alarcon at 480-278-8484.**

ESCROW/CLOSING INQUIRES should be directed to your Escrow Officer: **Cecilia Rascon at 480-278-8484.**

SCHEDULE A

1. Commitment Date: May 10, 2021 at 12:00 AM

2. Policy to be issued:

- a. ☒ ALTA 2006 Extended Owner's Policy
Proposed Insured: The City of Scottsdale, a municipal corporation
Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

[PEG PHX Indian School, LLC, a Delaware limited liability limited partnership](#)

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

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Schedule BI & BII

Commitment No.: 10190428A

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All of 2020 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$24,768.88 for the year 2020 under Assessor's Parcel No. [173-50-108A](#) 3

6. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.
7. Record Deed from Kimsey Properties, LLLP to Buyer(s).

NOTE: If this will be other than a Cash Transaction- notify the title department prior to close and additional requirements will be made.

NOTE: According to the public records, which under the recording laws impart constructive notice as to The title to the land described herein, the following matter(s) constitute the conveyance chain of title for the 24 month period preceding the date hereof, OR if no conveyance has been recorded in that period, the last recorded instrument vesting title to the land described herein:

An instrument executed by Kimsey Properties, LLLP, an Arizona limited liability limited partnership, in favor of Kimsey Properties LLLP, an Arizona limited liability limited partnership, recorded November 16, 2018 as [2018-0852669](#) of Official Records.

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An instrument executed by Kimsey Properties LLLP, an Arizona limited liability limited partnership, in favor of PEG PHX Indian School, LLC, a Delaware Limited Liability Company, recorded May 6, 2021 as [2021-0509946](#) of Official Records.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

End of Requirements

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Schedule BI & BII (Cont.)

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (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.
3. 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 thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (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.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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Schedule BI & BII (Cont.)

8. Taxes for the full year of 2021.

(The first half is due October 1, 2021, and is delinquent November 1, 2021. The second half is due March 1, 2022, and is delinquent May 1, 2022.)

9. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
10. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
11. DELETED INTENTIONALLY
12. DELETED INTENTIONALLY
13. A plat recorded as [Book 5, Page 32](#) of Road Maps, purporting to show a county roadway.
14. A plat recorded as [Book 9, Page 85](#) of Road Maps, purporting to show a county roadway.
15. An easement for electric lines and incidental purposes, recorded as [Docket 1600, Page 319](#) of Official Records.
16. An easement for telephone and telegraph lines and incidental purposes, recorded as [Docket 1799, Page 417](#) of Official Records.
17. An easement for electric lines and incidental purposes, recorded as [Docket 2032, Page 373](#) of Official Records.
18. An easement for sewer and water and incidental purposes, recorded as [Docket 2870, Page 139](#) of Official Records.
19. An easement for sewer and water and incidental purposes, recorded as [Docket 3477, Page 589](#) of Official Records.
20. An easement for landscape and incidental purposes, recorded as [98-0627813](#) of Official Records.

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Schedule BI & BII (Cont.)

21. The following matters disclosed by an ALTA/NSPS survey made by 3 Engineering, LLC on June 19, 2020, designated Job No. 1861A:
- Surveyor Notes:
- a) Parcel overlap and Parcel gap along the southwesterly property line.
 - b) Rights of way along the southerly property line varies from 33.01 feet near the westerly property line to 45.76 feet near the southeasterly property line.
 - c) East face of curb runs from 1.9 feet to 2.9 feet east of westerly property line.
 - d) Any unrecorded easements for underground utilities which are not in evidence on the surface of the land, but could be ascertained from the records of the utility companies serving the area.
22. The rights of parties in possession by reason of any unrecorded lease or lease or month to month tenancies affecting any portion of the within described property shown as:
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and Begin Within Wellness Corp. as lessee, as disclosed to the Company.
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and EJS Launch, LLC as lessee, as disclosed to the Company.
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and Sixty First Place Architects, Ltd. as lessee, as disclosed to the Company.
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and Begin Within Wellness Corp. as lessee, as disclosed to the Company.
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and Supplement Fusion, LLC as lessee, as disclosed to the Company.
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and Teres Nail Bar, LLC as lessee, as disclosed to the Company.
- An unrecorded lease executed by Kimsey Properties, LLLP as lessor and Vape Now, LLC as lessee, as disclosed to the Company.
23. Water rights, claims or title to water, whether or not shown by the public records.

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Schedule BI & BII (Cont.)

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24. The terms, conditions and provisions contained in the document entitled "The Kimsey Development Agreement" recorded April 9, 2021 as [2021-0402402](#) of Official Records.
25. All matters set forth in Agreement for the Waiver of Claims for Diminution in Value of Property, recorded May 3, 2021 as [2021-0495834](#) of official records.

End of Exceptions

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Exhibit A

Commitment No.: 10190428A

The Land referred to herein below is situated in the County of MARICOPA, State of Arizona, and is described as follows:

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 22, DISTANT 495 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH ALONG LINE OF PREMISES CONVEYED BY WILLIAM E. KIMSEY ET UXOR, TO CLYDE T. SHARP BY DEED RECORDED APRIL 28, 1920 IN [BOOK 148 OF DEEDS, PAGE 571](#), A DISTANCE OF 264.60 FEET TO A POINT;

THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 165 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE SOUTH 0 DEGREES, 57 {56 MEASURED} MINUTES, 34 [12 MEASURED] SECONDS WEST ALONG SAID LAST MENTIONED EAST LINE, A DISTANCE OF 264.60 FEET TO A POINT AND CORNER OF THE SOUTH LINE OF SAID SECTION 22;

THENCE WEST (ASSUMED) ALONG LAST SAID MENTIONED SOUTH LINE TO THE POINT AND PLACE OF BEGINNING;

EXCEPT SOUTH 33 FEET FOR ROAD PURPOSES AS DEDICATED TO THE CITY OF SCOTTSDALE RECORDED SEPTEMBER 3, 1954 IN [BOOK 9 OF ROAD MAPS, PAGE 85](#), MARICOPA COUNTY, OFFICIAL RECORDS; AND

EXCEPT THAT PORTION DEEDED TO THE CITY OF SCOTTSDALE RECORDED IN RECORDING NO. [98-0627812](#), DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89 DEGREES 08 MINUTES 22 SECONDS WEST 327.75 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 56 SECONDS EAST 33.00 FEET TO A POINT ON A LINE 33 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING

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Exhibit A (Cont.)

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THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 08 MINUTES 22 SECONDS WEST 163.87 FEET;

THENCE NORTH 00 DEGREES 06 [54 MEASURED] MINUTES 03 [45 MEASURED] SECONDS EAST 13.97 FEET;

THENCE NORTH 87 [88 MEASURED] DEGREES 27 [19 MEASURED] MINUTES 55 [33 MEASURED] SECONDS EAST 24.18 FEET;

THENCE SOUTH 02 [01 MEASURED] DEGREES 32 [40 MEASURED] MINUTES 05 [27 MEASURED] SECONDS EAST 6.00 FEET;

THENCE NORTH 87 [88 MEASURED] DEGREES 27[19 MEASURED] MINUTES 55 [27 MEASURED] SECONDS EAST 139.57 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 56 SECONDS WEST 12.76 FEET TO THE TRUE POINT BEGINNING.

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PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title Agency of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing Agent for 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; Schedule B, Part II-Exceptions.

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Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American" "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

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; and (4) 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 ("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 to submit your request 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 to submit your request or by calling 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 to submit your request 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 to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know 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. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors 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, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

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 "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.