

 <b>First American Title™</b>	ALTA Commitment for Title Insurance  ISSUED BY <b>DHI Title Agency</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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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;
- (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 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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule A</b>	ISSUED BY <b>DHI Title Agency</b>

**Transaction Identification Data for reference only:**

Escrow Officer: Paul Power  
Issuing Office: DHI Title Agency, 7878 North 16th Street, Suite 250, Phoenix, AZ 85020, (602)395-3760  
Issuing Office's ALTA® Registry ID:  
Commitment No.: 251-241200042 **Amended: May 16, 2024 No.: 5**  
Title Officer: Kimberley Fulcher  
Property Address: 2340 North Hayden Road, Scottsdale, AZ 85257

**SCHEDULE A**

1. Commitment Date: May 13, 2024 at 7:00AM
2. Policy to be issued:
  - (a) ☒ ALTA 2006 Extended Owner's Policy  
Proposed Insured: Residential Pursuits Investments, LLC  
Proposed Policy Amount: \$1,650,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:  
First Church of the Nazarene, an Arizona corporation
5. The Land is described as follows:  
  
SEE EXHIBIT A ATTACHED HERETO

DHI Title Agency




Countersigned and Validated

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<b>Exhibit A</b>	ISSUED BY <b>DHI Title Agency</b>

File No.: 251-241200042

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

Lot 1, of MINOR LAND DIVISION PLAT FOR 26 OAKS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1766 of Maps, Page 21M being more particularly described as follows:

That portion of the Southeast quarter of the Northeast quarter Section 35, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the East quarter corner of said Section 35;

Thence along the East line of said Northeast quarter of Section 35, North 00 Degrees 15 Minutes 16 Seconds West a distance of 332.37 feet to the Southeast corner of the North half of the Southeast quarter of said Southeast quarter of the Northeast quarter of Section 35;

Thence South 89 Degrees 52 Minutes 26 Seconds West a distance of 65.00 feet to the Point of Beginning;

Thence South 89 Degrees 52 Minutes 26 Seconds West a distance of 281.85 feet;

Thence North 00 Degrees 12 Minutes 07 Seconds West a distance of 131.31 feet;

Thence North 89 Degrees 51 Minutes 46 Seconds East a distance of 60.01 feet;

Thence North 00 Degrees 08 Minutes 14 Seconds West a distance of 140.00 feet;

Thence North 89 Degrees 51 Minutes 46 Seconds East a distance of 85.44 feet;


Thence South 83 Degrees 36 Minutes 11 Seconds East a distance of 100.66 feet;

Thence North 89 Degrees 51 Minutes 46 Seconds East a distance of 21.02 feet;

Thence South 45 Degrees 11 Minutes 45 Seconds East a distance of 21.23 feet to a point on the West line of the East 65.00 feet of said Northeast quarter of Section 35;

Thence along said West line South 00 Degrees 15 Minutes 16 Seconds East a distance of 244.91 feet to the Point of Beginning.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule BI &amp; BII</b>	ISSUED BY <b>DHI Title Agency</b>

Commitment No.: 251-241200042

## 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.

Warranty Deed from First Church of the Nazarene, Scottsdale Arizona, an Arizona non-profit corporation to Residential Pursuits Investments, LLC, an Arizona Limited Liability Company.


5. Proper showing that First Church of the Nazarene, Scottsdale Arizona, an Arizona non-profit corporation, which acquired title as First Church of the Nazarene, an Arizona corporation has complied with its present discipline, by-laws, or other regulations pertaining to real estate transactions.
6. Furnish currently certified copy of minutes of a regularly called business meeting of the membership of First Church of the Nazarene, Scottsdale Arizona, an Arizona non-profit corporation, which acquired title as First Church of the Nazarene, an Arizona corporation, which authorizes and specifically names the proper officers or trustees of said church to execute and deliver all instruments necessary to complete this transaction.
7. Intentionally deleted
8. Intentionally deleted

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<b>Schedule BI &amp; BII (Cont.)</b>	ISSUED BY <b>DHI Title Agency</b>

Commitment No.: 251-241200042

9.

Furnish an Affidavit executed by the owner, affirming as to any parties in possession and/or commitments of possession of any portion of said land under unrecorded leases or month-to-month tenancies.

If such showing discloses the existence of possessory rights, obtain approval of the proposed insured to show such rights in Schedule BII, Exception No. 18.
10.

Intentionally deleted

NOTE: We find no open Deeds of Trust of record. Please verify by inquiry of agents and advise the Title Department accordingly prior to closing.

TAX NOTE:

Parcel Number: 131-23-008B

Full Year Amount: \$ 0.00

(2023 taxes)


TAX NOTE:

Parcel Number: 131-23-008C

Full Year Amount: \$(Not yet assessed)

(2024 and future taxes)

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<b>Schedule BI &amp; BII (Cont.)</b>	ISSUED BY <b>DHI Title Agency</b>

Commitment No.: 251-241200042

NOTE: The following is for informational purposes only:

The Current Vesting referred to in Schedule A, herein, is pursuant to Warranty Deed recorded March 22, 1972 at Docket 9318, Page 184.

After examination of the property indices in the Title Plant of the Company's issuing office affecting the real property set forth in Item 5, Schedule "A", the following information is furnished as to listings of other conveyances within the preceding 24 months:

None

NOTE FOR INFORMATIONAL PURPOSES ONLY:

United States Patriot Search performed on the following names:

Residential Pursuits Investments, LLC, First Church of the Nazarene, Scottsdale Arizona,


INFORMATIONAL NOTE: Please click [here](#) for available document copies.

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<b>Schedule BI &amp; BII (Cont.)</b>	ISSUED BY <b>DHI Title Agency</b>

Commitment No.: 251-241200042

## 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. Water rights, claims, or title to water, whether or not shown by the public records.
3. Reservations, exceptions, and provisions contained in the Patent issued on said land.
4. Taxes for the year 2024, a lien not yet due and payable.
5. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvements 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 rights application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
6. Easements and rights incident thereto, as set forth in an instrument:  
  
Recorded at: Docket 5521, Page 28  
Purpose: transmission lines
7. Terms and conditions contained in the Option and Site Lease as set forth in Memorandum of the Option and Site Lease Agreement, dated August 29, 2001, executed by First Church of the Nazarene Scottsdale, an Arizona corporation as lessor and Qwest Wireless, L.L.C., a Delaware limited liability company as lessee, recorded at Document No. 2002-427933.

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 251-241200042

- 8. Matters disclosed by a document entitled "Agreement for the Waiver of Claims for Diminution in Value of Property";  
  
Recorded at: Document No. 2021-0682627
  
- 9. Easements, restrictions and set-back lines as shown on plat recorded in Book 1766 of Maps, Page 21.

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the 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"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The 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.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

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

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

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

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose personal information, please visit <https://www.firstam.com/privacy-policy/>.

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

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

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection storage, and disclosure of your personal information. You can learn more about your choices by visting <https://www.firstam.com/privacy-policy/>.



**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services 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 the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy:** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

**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. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



## U. S. CONSUMER PRIVACY POLICY NOTICE

Rev. 12.30.2019

FACTS	WHAT DOES DHI TITLE DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security Number and Income</li><li>• Payment History and Account Balances</li><li>• Credit History and Employment Information</li></ul>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons DHI Title chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does DHI Title share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		No	We don't share
To limit our sharing	<ul style="list-style-type: none"><li>• Call toll free (844) 312-1523 — our menu will prompt you through your choices.</li><li>• Visit us online: <a href="http://www.dhititle.com">www.dhititle.com</a> or</li><li>• Mail the form below</li></ul> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call (844) 312-1523 or go to <a href="http://www.dhititle.com">www.dhititle.com</a>		



# PRIVACY POLICY NOTICE

(Continued)

<b>Mail In Form</b>	
Mark any/all you want to limit:	
<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.	
Name:	
Address:	
City, State, ZIP	
GF Number:	
Mail to:	DHI Title Attn: Compliance Department 10700 Pecan Park Blvd., Suite 220 Austin, TX 78750
<b>Who we are</b>	
Who is providing this notice?	DHI Title of Texas, Ltd.; Travis County Title Company dba DHI Title of Central Texas/DHI Title Agency; DHI Title of Florida, Inc.; DHI Title of Minnesota, Inc. dba DHI Title of Louisiana; DHI Title of Arizona, Inc. dba DHI Title Agency; DHI Title of Nevada, Inc.; DHI Title of Alabama, Inc.; DHI Title of Washington, Inc.
<b>What we do</b>	
How does DHI Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings
How does DHI Title collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"><li>• Apply for insurance or pay insurance premiums</li><li>• Provide your mortgage information or show your driver's license</li><li>• Give us your contact information</li></ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"><li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>• Affiliates from using your information to market to you</li><li>• Sharing for nonaffiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• Our affiliates include financial companies, such as D.R. Horton Insurance Agency, Inc., DHI Mortgage Company, Ltd., and title companies with a DHI Title name; and nonfinancial companies, such as D.R. Horton, Inc.</li></ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• DHI Title does not share with nonaffiliates so they can market to you.</li></ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• DHI Title does not jointly market.</li></ul>
<b>Other Important Information</b>	
<p><b>California Residents.</b> We will not share personal information we collect about you with nonaffiliated third parties unless permitted by California law. We do not share personal information we collect about you with nonaffiliated third parties for their direct marketing purposes. We may, however, in accordance with California law, share such personal information with nonaffiliated third parties, in certain circumstances, including, but not limited to, when you direct us to share such information, to process or administer transactions that you have requested, to market our products and services to you, or to comply with the law. We will not share personal information we have collected about you with our affiliates for their marketing purposes if you have opted out from such sharing. And, we will further limit sharing of personal information collected about you with our affiliates to the extent required by California law and in accordance with your privacy choices. California residents, please go to <a href="https://www.dhititle.com/Footer/LEGAL/Your-Privacy-Rights/Your-Choices">https://www.dhititle.com/Footer/LEGAL/Your-Privacy-Rights/Your-Choices</a>, for your additional privacy choices.</p>	



## PRIVACY POLICY NOTICE

(Continued)

**Vermont Residents.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. We may, however, for example, in accordance with Vermont law, share certain personal information that we collect about you with nonaffiliated third parties in order to service or process a financial product or service that you request; to protect against or prevent actual or potential fraud; to comply with federal, state or local laws, rules and other applicable requirements or in accordance with your requests and with your consent. We may share information about our experiences or transactions with you with our affiliates without your consent. Additional information concerning our privacy policies can be found at our website, [www.dhititle.com](http://www.dhititle.com), by contacting us at [Compliance911@drhorton.com](mailto:Compliance911@drhorton.com) or by calling (844) 312-1523.

**Nevada Residents.** We provide this notice under Nevada law. We may contact our existing Nevada customers by telephone to offer new or different financial services or products. Nevada customers have the right to opt out of these calls by adding their names to our internal Do-Not-Call list. To opt-out of these calls by being placed on our internal Do-Not-Call list or to receive additional information about your opt-out rights, call us at (844) 312-1523, write to us at DHI Title, Attn: Compliance Department, 10700 Pecan Park Blvd., Suite 220, Austin, TX 78750 or email us at [Compliance911@drhorton.com](mailto:Compliance911@drhorton.com). In addition to contacting DHI Title, you may contact the Nevada Attorney General for more information about your opt out rights by calling (702) 486-3132, emailing [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov), or by writing to: Office of the Attorney General, Bureau of Consumer Protection, 100 North Carson Street, Carson City, NV 89701-4717.





\*\*\*\*\***NOTICE TO OUR CUSTOMERS**\*\*\*\*\*

DHI Title, in conjunction with our bank, utilizes Positive Pay when issuing all checks related to our closing services.

**What is Positive Pay?** Positive Pay is an automated fraud detection tool which allows a bank to verify that all checks going through the bank have been properly issued by the bank's client before cashing the check, and in some instances, depositing the check.

**How does it work?** DHI Title transmits a file of issued checks to the bank at the end of each day. When issued checks are presented for payment at the bank, they are compared electronically against the list of transmitted checks. The bank compares the account number, check number, and dollar amount of each check presented to the list of all checks issued. When a check is presented that does not have a match in the file, it becomes an exception item. The bank sends the exception item to DHI Title. At that time, DHI Title will review the check and instruct the bank to pay or return the check.

**Why is it important for you to know about Positive Pay?** Transmissions of issued checks are done each evening for the checks issued during the day. Therefore, if you try to cash a check issued by DHI Title the same day the check is issued, the bank will not be able to process the transaction because the check will not yet have been transmitted to the bank as an issued and valid check. Normally, you can deposit the check the same day with no problem.

*EXCEPTION: Chase bank has an additional control on deposits made to their accounts. They will review all checks written on Chase bank accounts to make sure they are on the positive pay issue file. If it is not on file, they will not accept the check for deposit or cash the check until it is on file. This is typically the day after the issue date.*

**THANK YOU FOR YOUR BUSINESS!**

