



**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**Pioneer Title Agency, Inc. as agent for  
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

Greg L. Smith  
Secretary

## Pioneer Title Agency, Inc.

**7310 N. 16th Street Suite 250  
Phoenix, AZ 85020  
(602) 943-0184**

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.
- (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.

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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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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**Pioneer Title Agency, Inc.** as agent  
for First American Title Insurance Company

# Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Pioneer Title Agency, Inc.

Issuing Office: 7310 N. 16th Street, Suite 250, Phoenix, AZ 85020

Issuing Office's ALTA® Registry ID: 0000097

Loan ID No.:

Escrow Officer: Linda Duval

Issuing Office File No.: 76701637-067-LDP

Property Address: 8250 E. Rose Lane, Scottsdale, AZ 85250

Revision No.: 2, Revised on April 21, 2021

### SCHEDULE A

1. Commitment Date: April 16, 2021 at 7:30 am

2. Policy to be issued:

(a) **None**

Proposed Insured:

Proposed Policy Amount: **\$0.00**

(b) **ALTA Extended Loan Policy (6-17-06)**

Proposed Insured: **Farm Bureau Life Insurance Company of Michigan**

Proposed Policy Amount: **\$1,275,000.00**

(c) **None**

Proposed Insured:

Proposed Policy Amount: **\$0.00**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

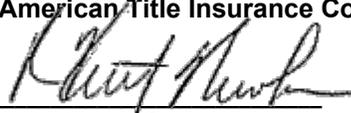
4. The Title is, at the Commitment Date, vested in:

[8250 Rose Lane, LLC, an Arizona limited liability company, formerly known as 2130 Scottsdale, LLC, an Arizona limited liability company](#)

5. The Land is described as follows:

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

**First American Title Insurance Company**

By: 

Authorized Signature

**Note: Please direct all inquiries and correspondence to Linda Duval, your escrow officer, at (602) 943-0184 or Linda.Duval@PioneerTitleAgency.com. (TSM)**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>Pioneer Title Agency, Inc. as agent for  First American Title Insurance Company</b>
<b>Exhibit A</b>	

Commitment No.: **76701637-067-LDP**

**EXHIBIT A  
Legal Description**

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

PARCEL NO. 1:

The South 435 feet of the East 250 feet of the West 685 feet of the Northeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the South 30 feet; and

EXCEPT Commencing at a City of Scottsdale brass cap set flush at the intersection of Rose Lane and Granite Reef Road from which an iron bar marking the center of said Section 12 bears North 00 degrees 03 minutes 01 seconds East a distance of 1321.92 feet;

thence South 89 degrees 51 minutes 52 seconds West, along the South line of said Northeast quarter of the Southwest quarter, a distance of 626.86 feet to the Southeast corner of said property;

thence North 0 degrees 03 minutes 51 seconds East, a distance of 30.00 feet to a point on the North right of way of Rose Lane;

thence continuing North 0 degrees 03 minutes 51 seconds East, a distance of 110.00 feet to the POINT OF BEGINNING;

thence South 89 degrees 51 minutes 52 seconds West, a distance of 8.00 feet;

thence North 00 degrees 03 minutes 51 seconds East, a distance of 272.00 feet;

thence North 45 degrees 01 minutes 50 seconds West, a distance of 21.18 feet;

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<b>Exhibit A (Cont.)</b>	

Commitment No.: 76701637-067-LDP

**Exhibit A**  
**Legal Description (Continued)**

thence South 89 degrees 51 minutes 52 seconds West, a distance of 227.00 feet;

thence North 00 degrees 03 minutes 51 seconds East, a distance of 8.00 feet;

thence North 89 degrees 51 minutes 52 seconds East, a distance of 250.00 feet;

thence South 00 degrees 03 minutes 51 seconds West, a distance of 295.00 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

An easement for the use of that certain waste ditch located on the South line of the Northwest quarter of the Southwest quarter of Section 12, as set forth in [Docket 1286, Page 61](#).

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 <b>First American Title™</b>	ALTA Commitment for Title Insurance
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<b>Schedule BI</b>	

Commitment No.: 76701637-067-LDP

**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. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
6. FURNISH the Company with an Owner's Affidavit & Indemnity (Commercial) by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any options to renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAIN A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, the Exception referred to below will be limited to those parties identified in the Certificate.

NOTE: If any leases are to be subordinated to the lien of the Insured Mortgage the form of subordination must be approved by the Company prior to the close of escrow.

7. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$1,500,000.00
Dated	March 14, 2017
Recorded	March 15, 2017
Document No.	<a href="#">17-182688</a>
Trustor	8250 Rose Lane, LLC, an Arizona limited liability company
Trustee	First International Bank & Trust a North Dakota corporation
Beneficiary	First International Bank & Trust

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<b>Schedule BI (Cont.)</b>	

Commitment No.: 76701637-067-LDP

**SCHEDULE B, PART I  
Requirements (Continued)**

8. NOTE:  
THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:
- |                           |   |
|---------------------------|---|
| Limited Liability Company | 8250 Rose Lane, LLC, an Arizona limited liability company, formerly known as 2130 Scottsdale, LLC, an Arizona limited liability company |
| Person and designation    | Tom Frenkel, as Manager   |
9. RECORD Deed of Trust to be insured.
- NOTE: If Pioneer Title Agency, Inc. is named Trustee under the Deed of Trust, the correct name and address is:
- Pioneer Title Agency, Inc., an Arizona Corporation  
P.O. Box 1900  
Sierra Vista, AZ 85636
10. FURNISH Subordination Agreements subordinating the Leases shown in Exception No. 21 to the lien of the Deed of Trust Insured herein.

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<b>Schedule BI (Cont.)</b>	

Commitment No.: 76701637-067-LDP

**SCHEDULE B, PART I  
Requirements (Continued)**

TAX NOTE:

Year	2020
Parcel No.	<a href="#">174-12-002G</a>
Total Tax	\$16,192.28
First Half	\$Paid
Second Half	\$Paid

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer Phone: (602) 506-8511  
301 W. Jefferson website: <http://treasurer.maricopa.gov/index.htm>  
Phoenix, AZ 85003

NOTE: The address of said land is purported to be: **8250 E. Rose Lane, Scottsdale, AZ 85250**  
The Company assumes no liability as to the validity and/or accuracy of any such address.

**Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:**

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

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<b>Schedule BII</b>	

**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.

(Note: The above Exceptions Nos. 2 through 7, inclusive, 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 the remaining Exceptions of this Commitment shown below.)

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<b>Schedule BII (Cont.)</b>	

Commitment No.: 76701637-067-LDP

**SCHEDULE B, PART II  
Exceptions (Continued)**

8. DELETED INTENTIONALLY.
9. RESERVATIONS or Exceptions in Patents, or in Acts authorizing the issuance thereof.
10. DELETED INTENTIONALLY..
11. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power Districts.
12. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
13. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Purpose                      Docket 5913, Page 23 re-recorded in [Docket 6032, Page 61](#)  
road or highway
14. DELETED INTENTIONALLY.
15. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Purpose                      [Docket 1286, Page 61](#)  
roadway for ingress and egress  
  
(Affects Parcel No. 2)
16. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Purpose                      [Docket 6232, Page 712](#)  
electrical conduits and appurtenant facilities

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<b>Schedule BII (Cont.)</b>	

Commitment No.: 76701637-067-LDP

**SCHEDULE B, PART II  
Exceptions (Continued)**

17. LEASEHOLD, under the terms and conditions of an unrecorded lease made by,
- |                 |   |
|-----------------|---|
| Lessor          | The Boys & Girls Clubs of Greater Scottsdale, Inc.  |
| Lessee          | VoiceStream III Corporation, a Delaware corporation |
| Dated           | August 05, 2005                                     |
| As disclosed by | Memorandum of Lease                                 |
| Recorded        | January 02, 2007                                    |
| Document No.    | <a href="#">07-5447</a>                             |
18. EASEMENT and rights incident thereto, as set forth in instrument:
- |                     |   |
|---------------------|---|
| Recorded in Purpose | Document No. <a href="#">16-868713</a><br>emergency, law enforcement, refuse pickup, utility repair, and all other manner of service personnel and vehicle access |
|---------------------|---|
19. EASEMENT and rights incident thereto, as set forth in instrument:
- |                     |  |
|---------------------|--|
| Recorded in Purpose | Document No. <a href="#">16-868895</a><br>drainage and flood control |
|---------------------|--|
20. EASEMENT and rights incident thereto, as set forth in instrument:
- |                     |   |
|---------------------|---|
| Recorded in Purpose | Document No. <a href="#">16-868898</a><br>non-motorized transportation together with motorized emergency, law enforcement, and service vehicles |
|---------------------|---|

*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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>Pioneer Title Agency, Inc.</b> as agent for <b>First American Title Insurance Company</b>
<b>Schedule BII (Cont.)</b>	

Commitment No.: 76701637-067-LDP

**SCHEDULE B, PART II  
Exceptions (Continued)**

21. THE rights of the following parties in possession by reason of any unrecorded lease or leases affecting any portion of the within described property:
  - a. In Tempo Bridge Club also known as Rose Lane Charities, LLC
  - b. Power Paws Assistance Dogs Inc.
  - c. Temple Beth Emeth
  - d. TMobile Cell Tower
  
22. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2021

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## Privacy Notice

**Effective:** January 1, 2020

**Notice Last Updated:** January 1, 2020

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. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. 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 both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal 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 personal 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. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal 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. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is 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 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 **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our Products are hosted and 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 **personal information** to us in the US, and you consent to that transfer and use of your **personal 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](mailto: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 of your personal information; (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](http://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](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from 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](http://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](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**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 personal 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.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**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.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

<b>Categories of Personal Information Collected</b>	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
<b>Categories of Sources</b>	Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
<b>Business Purpose for Collection</b>	The business purposes for which we’ve collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



**Categories of Third Parties Shared**

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

*Categories of Personal Information We Have Sold In The Past Year.* We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year.* The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

# Pioneer Title Agency, Inc.

*Commitment to Service*

## Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer 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 your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

### **Personal Information Collected**

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Use of Information**

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

### **Links to Other Websites**

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### **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 to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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