

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, 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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ALTA Commitment for Title Insurance (8-1-16)

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

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.

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ALTA Commitment for Title Insurance (8-1-16)

- (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 *less than the certain dollar amount set forth in any applicable arbitration clause,* 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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AMERICAN LAND TITLE ASSOCIATION



ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Rose Title Agency LLC Issuing Office's ALTA® Registry ID: 0106220

Commitment No.: 23-88131-11

Property Address: 1268 M-36, Pinckney, MI 48169

Revision No.:

Issuing Office: 711 Grand River Avenue, Brighton, MI 48116

Loan ID No.:

Issuing Office File No.: 23-88131-11

SCHEDULE A

1. Commitment Date: 10/02/2023 at 8:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy (6-17-06)

Proposed Insured: To be determined

Proposed Policy Amount: \$

- 3. The estate or interest in the Land described or referred to in this Commitment is fee simple
- The Title is, at the Commitment Date, vested in:
 Gary A. Wiltse, Trustee of the Gary A. Wiltse Revocable Trust, Steven M. Wiltse, and The Estate of Carol J.
 Wiltse, deceased
- 5. The Land is described as follows: See Schedule C attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

Authorized Signatory

Gregory J. Cislo, License #: 0228886 Rose Title Agency LLC

Issuing Agent

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ISSUED BY

First American Title Insurance Company

Schedule BI

Commitment No.: 23-88131-11

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. When the proposed insured is identified, additional requirements and/or exceptions may be made.
- 6. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
- 7. Submit "Affidavit by Owner", Form No. 47.019.0-023. Additional requirements may be made or exceptions taken for matters disclosed therein.
- 8. Death Certificate of Carole J. Wiltse or other recordable evidence of death.
- 9. Current Letters of Authority for the Estate of Carole J. Wiltse, deceased.
- 10. The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
- 11. Current Certificate of Trust for the Gary A. Wiltse Revocable Trust, which complies with the requirements of MCL 700.7913, executed by either the Settlor of the trust; any Trustee (or Successor Trustee) or an Attorney for the Settlor or Trustee that has properly reviewed the Trust Agreement and amendments thereto.
- 12. A search of the records found no open mortgage of record against the subject property. If any do exist, it is a requirement that its information be submitted to the company and it shall be paid in full at closing or it will be shown as an exception to the final policy when issued.
- 13. Pay unpaid taxes and assessments unless shown as paid:

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First American Title Insurance Company

Schedule BI

Commitment No.: 23-88131-11

SCHEDULE B, PART I

Requirements (Continued)

2023 Summer Taxes in the amount of \$197.89 are paid.

2022 Winter Taxes in the amount of \$147.25 (Includes \$3.43 for X22071) are paid.

Tax Parcel Identification: 4714-23-400-007

Property Address: 1268 M-36, Pinckney, MI 48169

2023 State Equalized Value: \$23,225.00

2023 Taxable Value: \$9,215.00

Principle Residence Exemption: 100.00%

Special Assessment: None

The amounts shown as unpaid may not include collection fees, penalties or interest.

14. Pay unpaid taxes and assessments unless shown as paid:

2023 Summer Taxes in the amount of \$229.86 are paid.

2022 Winter Taxes in the amount of \$355.80 (Includes \$3.38 for X22071) are paid.

Tax Parcel Identification: 4714-23-400-008

Property Address: 1268 M-36, Pinckney, MI 48169

2023 State Equalized Value: \$23,225.00 2023 Taxable Value: \$10,704.00 Principle Residence Exemption: 0.00%

Special Assessment: None

The amounts shown as unpaid may not include collection fees, penalties or interest.

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Schedule BII

Commitment No.: 23-88131-11

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. Any facts, rights, interest or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown in the Public Records.
- 6. Taxes and assessments not due and payable at Commitment Date.
- 7. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
- 8. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
- 9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
- 10. Terms and Conditions contained in the Land Contract between Gary A. Wiltse, Trustee of the Gary A. Wiltse Revocable Trust and Steven M. Wiltse, and The Estate of Carole J. Wiltse, deceased, as the Vendor and Pinckney Developments, as the Vendee.

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Schedule BII

Commitment No.: 23-88131-11

SCHEDULE B, PART II

Exceptions (Continued)

- 11. Detroit Edison Underground Easement (Right of Way) grants to The Detroit Edison Company, as disclosed by instrument recorded in Instrument No. 2011R-019553.
- 12. Permanent Public Utility Easement, as disclosed by instrument recorded in Instrument No. 2007R-037288.
- 13. Right of Way grants to Michigan Bell Telephone Company, as disclosed by instrument recorded in Liber 979 Page 475 and Liber 979 Page 476.
- 14. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.

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Schedule C

Commitment No.: 23-88131-11

The land is described as follows:

situated in the Township of Putnam, County of Livingston and State of Michigan, is described as follows:

Parcel 1:

Part of the Southeast 1/4 of Section 23, Township 1 North, Range 4 East, Putnam Township, Livingston County, Michigan, described as follows: Beginning 322.6 feet North 84 degrees 45 minutes East from the Southwest corner of The Northeast 1/4 of the Southeast 1/4 of said Section 23; thence North 84 degrees 45 minutes East 116.4 feet; thence North 2 degrees 30 minutes West 390 feet to the centerline of Highway M-36; thence South 68 degrees 30 minutes West 121 feet along the centerline of said Highway M-36; thence South 2 degrees 30 minutes East 359 feet to the point of beginning.

Tax Roll as: 14-23-400-007 SEC 23 T1N R4E COMM E 1/4 COR TH S00*20'19"E 587.39 FT TH S70*34'10"W 595.63 FT THS71*05'37"W 205 FT TO POB. TH S00*47'36"E 423.71 FT TH S87*16'07"W 107 FT TH N00*35'00"W 392.83 FT TH N71*05'37"E 111 FT TO POB. .995 AC M/L REDESCRIBED 5-06 FROM SURVEY

Parcel 2:

Part of the Southeast 1/4 of Section 23, Township 1 North, Range 4 East, Putnam Township, Livingston County, Michigan, described as follows: Beginning 439 feet North 84 degrees 45 minutes East from the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 23; thence North 84 degrees 45 minutes East 107 feet; thence North 2 degrees 30 minutes West 424 feet to the centerline of Highway M-36; thence South 68 degrees 30 minutes West 111 feet along the centerline of said Highway M-36; thence South 2 degrees 30 minutes East 390 feet to the point of beginning.

Tax Roll as: 14-23-400-008 SEC 23 T1N R4E COMM E 1/4 COR TH S00*20'19"E 587.39 FT TH S70*34'10"W 595.63 FT TH S71*05'37"W 316 FT TO POB, TH S00*35'00"E 392.83 FT TH S87*16'07"W 116.4 FT TH N00*21'06"E 359.15 FT TH N71*05'37"E 121 FT TO POB. .997 AC M/L REDESCRIBED BY SURVEY 5-06

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Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

<u>What Type Of Information Do We Collect About You?</u> 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.

<u>How Do We Use Your Information?</u> 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/.

<u>How Do We Share Your Information?</u> We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Store and Protect Your Information?</u> 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.

<u>How Long Do We Keep Your Information?</u> 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.

<u>Your Choices</u> 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.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

<u>Right to Know</u>. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

<u>Right to Correct.</u> You have a right to request that we correct your personal information._This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

<u>Right of Deletion</u>. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

<u>Notice of Disclosure</u>. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.