COMMITMENT FOR TITLE INSURANCE



1159 14th Avenue Longview, WA 98632

Phone: 360-423-5330 Fax: 360-425-0942



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

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

Jeffrey J. Probinson

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

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (g) 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—
- (h) 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.



Cowlitz County Title Company 1159 14th Avenue, Longview, WA 98632 Phone: 360-423-5330 Fax: 360-425-0942

Agent for

First American Title Insurance Company ALTA COMMITMENT

SCHEDULE A

Title Officer: Darren Plank

Order No.: COW13446

Escrow Officer: Kristy Norman

Ref: Port of Woodland / C & G Properties, LLC

- 1. EFFECTIVE DATE: March 19, 2021 at 8:00 AM.
- 2. POLICY OR POLICIES TO BE ISSUED:

a. ALTA 2006 STANDARD OWNER'S POLICY

Amount \$390,000.00

Proposed Insured:

C & G Properties, LLC b.

Amount

C.

Amount

PREMIUM INFORMATION:

 a. SUBDIVIDER RATE
 \$474.00
 Tax:
 \$38.39
 Total:
 \$512.39

 b.
 Tax:
 Total:

 c.
 Tax:
 Total:

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

Fee Simple

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

Port of Woodland, a Washington municipal corporation

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

SEE ATTACHED EXHIBIT "A"

SCHEDULE B - SECTION I

REQUIREMENTS:

- 1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
- 2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
- 3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
- 4. ANY SKETCH OR MAP ENCLOSED AS AN ATTACHMENT HEREWITH IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS. NO REPRESENTATION IS MADE AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.
- 5. ALL PARTIES TO THIS TRANSACTION MUST VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED OR ENCUMBERED. THE DESCRIPTION OF THE LAND MAY BE INCORRECT IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE INFORMATION, OR IF IT INCLUDED AN ADDRESS OR TAX PARCEL NUMBER IN LIEU OF A LEGAL DESCRIPTION. THE PARTIES ARE RESPONSIBLE FOR NOTIFYING THE COMPANY PRIOR TO CLOSING IF CHANGES ARE NECESSARY.

END OF SCHEDULE B - SECTION I REQUIREMENTS

SCHEDULE B - SECTION II

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS:

- A. RIGHTS OR CLAIMS DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES BENEFIT FUNDS, OR FOR STATE WORKERS' COMPENSATION, OR FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, ALL AS IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- E. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
- I. INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING EASEMENTS OR EQUITABLE SERVITUDES.
- J. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- K. DEFECTS, LIENS ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT

END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS

SPECIAL EXCEPTIONS:

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NOT INCLUDING INTEREST AND PENALTY AFTER DELINQUENCY:

YEAR

AMOUNT

PAID

OWING

2021

\$605.82

\$0.00

\$605.82

PARCEL NO.: 5-0833-0100

TAX CODE: 900 INCLUDES THIS AND OTHER

PROPERTY

YEAR

AMOUNT

PAID

OWING

2021

\$892.43

\$0.00

\$892.43

PARCEL NO.: 5-0834-0100

TAX CODE: 900 INCLUDES THIS AND OTHER

PROPERTY

FIRST HALF OF GENERAL TAXES BECOME DELINQUENT ON MAY 1. SECOND HALF OF GENERAL TAXES BECOME DELINQUENT ON NOVEMBER 1.

2. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW 82-45 AND AMENDMENTS THERETO. AS OF THE DATE HEREIN, THE GRADUATED REET (REAL ESTATE **EXCISE TAX) SCALE IS AS FOLLOWS:**

EXCISE TAX OF 1.60% DUE ON SALES PRICES UP TO \$500,000.00; 1.78% DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00; 3.25% DUE ON THAT PORTION OF SALES PRICE FROM \$1,500,000.01 TO \$3,000,000.00; 3.50% DUE ON THAT PORTION OF SALES PRICE OVER \$3,000,000.00.

3. LIABILITY FOR EXEMPT TAXES IN THE EVENT OF SALE OF THE PROPERTY TO A TAX PAYER NOT ENTITLED TO AN EXEMPT STATUS. SAID TAXES MAY BECOME TAXABLE FROM THE DATE OF EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE, AND MAY BE FURTHER LIABLE FOR SUPPLEMENTAL ASSESSMENTS FOR GENERAL TAXES FOR PRIOR YEARS.

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:

PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY

PURPOSE:

RIGHT-OF-WAY EASEMENT FOR POWER

DATED:

FEBRUARY 14, 1951

RECORDED:

FEBRUARY 16, 1951

AUGUST 16, 1972

AUDITOR'S NO.:

PAGE: 9

AREA AFFECTED:

VOLUME: 506 357701

PORTION OF SAID PROPERTY AND INCLUDES OTHER

PROPERTY

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:

PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY,

WASHINGTON, A MUNICIPAL CORPORATION

PURPOSE:

RIGHT-OF-WAY POWER UNDERGROUND

RECORDED: **AUDITOR'S FILE NO.:**

733589

AREA AFFECTED:

PORTION OF SAID PROPERTY

6. AGREEMENT ESTABLISHING REAL PROPERTY BOUNDARY AND THE TERMS AND

CONDITIONS THEREOF:

DATED:

SEPTEMBER 13, 1985

RECORDED:

AUDITOR'S NO.:

MARCH 22, 1988

880322042 VOLUME: 1036

PAGE: 1335

7. MATTERS SET FORTH BY SURVEY:

RECORDED:

SEPTEMBER 3, 2003

AUDITOR'S NO.:

3198273 VOLUME: 24

PAGE: 166

DISCLOSES:

PORTION OF NORTHERLY AND EASTERLY BOUNDARY

LINES

8. DEDICATIONS, RESTRICTIVE COVENANTS, EASEMENTS, BUILDING SET BACK LINES, SLOPE RIGHTS AND RESERVATIONS AS DISCLOSED BY BINDING SITE PLAN RECORDED UNDER AUDITOR'S FILE NO. 3653028.

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY:

BINDING SITE PLAN RECORDED UNDER AUDITOR'S FILE NO.

3653028

PURPOSE:

PRIVATE ROADWAY AND UTILITY EASEMENTS

AREA AFFECTED:

AS DELINEATED ON THE FACE OF SAID BINDING SITE PLAN

10. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTENNIAL INDUSTRIAL PARK, A PLAT COMMUNITY AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:

PORT OF WOODLAND

GRANTEE:

CENTENNIAL INDUSTRIAL PARK

DATED:

SEPTEMBER 17, 2020

RECORDED:

SEPTEMBER 30, 2020

AUDITOR'S FILE NO.:

3658003

11. UNPAID CHARGES AND ASSESSMENTS, IF ANY, LEVIED BY CENTENNIAL INDUSTRIAL PARK OWNERS ASSOCIATION.

- 12. RIGHTS OF CENTENNIAL INDUSTRIAL PARK OWNERS ASSOCIATION TO LEVY AND COLLECT ASSESSMENTS.
- 13. UNRECORDED LEASEHOLDS, IF ANY; RIGHT OF VENDORS AND HOLDERS OF SECURITY INTERESTS ON PERSONAL PROPERTY INSTALLED UPON SAID PROPERTY; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.
- 14. COMMERCIAL PROPERTY: ANY SECURITY INTEREST IN ANY GOODS WHICH ARE OR MAY BECOME FIXTURES LOCATED ON SAID PREMISES CREATED OR EXISTING UNDER THE PROVISIONS OF UNIFORM COMMERCIAL CODE R.C.W. 62-A.

END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS

NOTES:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

1608 GUILD ROAD WOODLAND, WA 98674

b. ACCORDING TO THE RECORDS OF COWLITZ COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX PARCEL NO.:

5-0833-0100

LAND:

\$379,450.00

IMPROVEMENTS:

\$0.00

TOTAL:

\$379,450.00

TAX PARCEL NO.:

5-0834-0100

LAND:

\$212,360.00

IMPROVEMENTS:

\$349,410.00

TOTAL:

\$561,770.00

c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

-WDOL-338,-339,340 STRONG S DLC

- d. THE REAL ESTATE UNDER SEARCH DOES NOT QUALIFY FOR THE HOMEOWNERS COVERAGE TITLE INSURANCE POLICY. THE STANDARD COVERAGE TITLE INSURANCE POLICY WILL BE ISSUED UPON CLOSING OF SAID TRANSACTION.
- e. ACCORDING TO THE APPLICATION, TITLE IS TO VEST IN C & G PROPERTIES, LLC. WE FIND NO RECORD OF PERTINENT MATTERS AGAINST THE NAME OF SAID PARTY.
- f. A JUDGMENT AND LIEN SEARCH WAS PERFORMED AGAINST PORT OF WOODLAND. WE FOUND NO PERTINENT MATTERS OF RECORD AGAINST SAID PARTY.
- g. THE COMPANY DISCLOSES THERE HAVE BEEN NO CONVEYANCES OF THE SUBJECT PROPERTY OCCURRING WITHIN THE LAST TWO YEARS. NO ADDITIONAL LIABILITY IS ASSUMED HEREBY.
- h. THE COMPANY IS IN POSSESSION OF AN AGREEMENT AND/OR RESOLUTION AUTHORIZING DAVE RIPP TO EXECUTE DOCUMENTS ON BEHALF OF PORT OF WOODLAND, A WASHINGTON MUNICIPAL CORPORATION. IF THERE ARE ANY AMENDMENTS TO SAID AGREEMENT AND/OR RESOLUTION, THEY SHOULD BE SUBMITTED FOR REVIEW PRIOR TO CLOSING.

END OF SCHEDULE B - SECTION II NOTES

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EXHIBIT "A"

LOT 2 OF PORT OF WOODLAND BINDING SITE PLAN BSP 2018-001, AS RECORDED IN VOLUME 1 OF BINDING SITE PLANS, PAGES 69 - 72, UNDER AUDITOR'S FILE NO. 3653028, RECORDS OF COWLITZ COUNTY, WASHINGTON; BEING A PORTION OF THE SOLOMON STRONG DONATION LAND CLAIM IN SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2019

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.

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

<u>How Do We Use Your Information?</u> 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 or toll free at 1-866-718-0097.

<u>How Do We Secure Your Personal Information?</u> 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.

<u>How Long Do We Keep Your Personal Information?</u> 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 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 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 to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to 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 to submit your request or call toll- free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718- 0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

<u>Verification Process</u>. 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.

<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 away if you choose to exercise your rights under the CCPA.

<u>Collection Notice</u>. 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:

Categories of Personal Information Collected	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.
Categories of Sources	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

Business Purpose for Collection	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.