

Commitment for Title Insurance

ISSUED BY

Commitment

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.



Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: NCS-843805-PH)	(1
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1.	Effective Date: April 06, 2017 at 7:30 a.m.			
2.	Policy or Policies to be issued:			
	a. X	ALTA Owner's Policy of Title Insurance (6-17-06)	\$TBD	
	Propo			
	b. 🔲	NONE	\$NONE	

- The estate or interest in the land described or referred to in this Commitment is 3. Fee Simple
- Title to the estate or interest in the Land is at the Effective Date vested in: 4.

Spirit SPE Portfolio 2007-1, LLC, a Delaware limited liability company, by Limited Warranty Deed recorded in Official Record Book 222, Page 74 of Williams County Records.

5. The land referred to in the Commitment is described as follows:

> Situated in the Township of Florence and Village of Edon, County of Williams, State of Ohio, described as follows:

Parcel 1:

Situate in the Northeast one-quarter (1/4) of Section 20, Town 7 North, Range 1 East, Township of Florence, County of Williams and State of Ohio, to wit:

Described as being a part of the East part of Outlot Number one (1) to the Village of Edon, Florence Township, Williams County, Ohio, as shown on the Appraisers Plat of 1910, described as, commencing at a point 85 feet West and 212 feet South of the Northwest corner of Lot number seven (7) in West View Addition to the Village of Edon, Williams County, Ohio, running thence South to the right of way of the Wabash Railway, now known as Indiana Northeastern Railway; thence in a Northeasterly direction along said right of way, to the West line of West View Addition to said Village of Edon, County and State aforesaid; thence North along said line, to a point 212 feet South of the North line of Lots five (5), six (6), and seven (7) in said West View Addition to said Village of Edon, and County and State aforesaid; thence west to the place of beginning; now known as Outlot 3, survey reference 40224.

Parcel 2:

Situate in the Village of Edon, in the County of Williams, and State of Ohio, known as being the North part of Outlot Three (3), as shown by the Auditors Plat for the year 1961, in the Northeast

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one-quarter (1/4) of Section 20, Town 7 North, Range 1 East, and more particularly described as follows:

Commencing at the Northwest corner of Lot Number seven (7) in Westview Addition to the said Village of Edon; running thence West along the South line of Indiana Street, a distance of 85 feet to the East line of a certain easement given to the Incorporated Village of Edon, which easement is recorded in Volume 104, Page 261 of the Deed Records of Williams County, Ohio; thence South along the East line of said easement, a distance of 212 feet; thence East on a line parallel with the North line of said Section, a distance of approximately 254 feet recorded, 224 feet measured, to the West line of Lot eight (8) in Westview Addition; thence North approximately 80 feet, to the South line of Lot five (5) in said Addition; thence West along the South line of Lots five (5), six (6) and seven (7); thence North 132 feet along the West side of Lot seven (7), to the point of beginning.

Parcel 3:

A tract of land situate in the West half of the Southeast quarter of Section 17, Township 7 North, Range 1 East, Village of Edon, Williams County, Ohio, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 17, and running thence West 1650.00 feet on the Section line, to the West line of Leanne Drive; thence North 00 degrees, 03 minutes, 40 seconds West, previously called North 00 degrees, 07 minutes East, 30.00 feet to a concrete monument set on the West line of Leanne Drive; thence West, 397.00 feet to the true point of beginning; thence continuing West, 284.61 feet to the center line of a stream; thence North 25 degrees, 06 minutes, 24 seconds East, 774 feet on the center line of said stream; thence North 55 degrees, 40 minutes East, 52 feet on the center line of said stream; thence North 74 degrees, 23 minutes, 49 seconds East, 310.84 feet on the center line of said stream, to the West line of said Leanne Drive; thence South 00 degrees, 03 minutes, 40 seconds East, previously called South 00 degrees, 07 minutes West, 646.81 feet on the West line of Leanne Drive; thence West, 397.00 feet; thence South 00 degrees, 03 minutes, 40 seconds East, 167.00 feet back to the true point of beginning. Said tract of land containing 7.14 acres. Now known as Outlot 17 in Auditor's Records.

Parcel 4:

Situate in the County of Williams, in the State of Ohio and in the Village of Edon, and bounded and described as follows:

Known as and being Lot Number forty-two (42) in and of West View Addition to the Village of Edon, Williams County, Ohio.

Parcel 5:

Situate in the Village of Edon, County of Williams and State of Ohio, known as and being Lots Numbered forty-three (43), forty-four (44), forty-nine (49), fifty (50), fifty-one (51), fifty-two (52), fifty-five (55), fifty-six (56), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64), sixty-eight (68), sixty-nine (69), seventy (70) and seventy-one (71) in and of West View Addition to the said Village of Edon, Ohio, together with that portion of the West one-half (1/2) of vacated Toner Street, lying South of the North line of Lot forty-three (43), and the East one-half (1/2) of vacated Toner Street, lying South of North line of the South one-half (1/2) of vacated West View Street adjacent to Lot 44 in West View Addition and North of the Wabash Railroad (now known as Indiana Northeastern Railway) as vacated, and South one-half (1/2) vacated West View Street adjacent to Lot forty-four (44) and also West one-half (1/2) of vacated alley adjacent to Lots forty-four (44), forty-nine (49), fifty-two (52), fifty-six (56), sixty-one (61), sixty-four (64), sixtyeight (68) and seventy (70), all vacated by Ordinance No. 7-92 of the Village of Edon, recorded in Volume 16, Page 589 of the Miscellaneous Records of Williams County, Ohio.

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Agent ID No.: NCS-843805-PHX1

Address: 2425 E. Camelback Road, Suite 300

City, State, Zip: Phoenix, AZ 85016

Telephone: (602)567-8100

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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Commitment for Title Insurance

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First American Title Insurance Company

Schedule BI

File No.: NCS-843805-PHX1

REQUIREMENTS

The following requirements must be satisfied:

- 1. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
- 2. Payment of the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 3. Payment of the premium, fees and charges required for the issuance of the title policy or policies to be issued.
- 4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the policy or policies to be issued.
- 5. Receipt and review of an acceptable survey of the subject premises if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
- 6. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
- 7. Submit to the Company documents properly executed by the entity or entities in title for the transfer of the interest or interests to be insured hereunder.
- 8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
- 9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
- 10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.

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Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: NCS-843805-PHX1

EXCEPTIONS

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:

- 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.
- 2. Any facts, rights, interests, 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 the persons in possession of the Land.
- 3. 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.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
- 6. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 7. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.
- 8. Williams County Treasurer's General Tax Duplicate shows:

Taxes and Assessments for the first half of 2016, Parcel 1, listed to Spirit SPE Portfolio 2007-1 LLC, as Permanent Parcel No. 071-200-05-016.000, amounting to \$17,515.06, are paid. Valuation: Land \$55,270 Impr. \$646,380 Total \$701,650

Assessment, Homestead Exemption or Delinquency included in the above amount as follows:

Assmt. No. 11-621, \$3.61 and \$3.60 per half year, Bear Creek.

Assmt. No. 11-498, \$3.89 per half year, Edon Village

Assmt. No. 40-777, \$70.67 per half year, St Joe Watershed-Perm Main.

Taxes and Assessments for the first half of 2016, Parcel 2, listed to Spirit SPE Portfolio 2007-1 LLC, as Permanent Parcel No. 071-200-05-015.000, amounting to \$112.59, are paid. Valuation:

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Assessment, Homestead Exemption or Delinquency included in the above amount as follows:

Assmt. No. 40-777, \$1.00 per half year, St Joe Watershed-Perm Main.

Assmt. No. 11-621, \$1.00 per half year, Bear Creek.

Assmt. No. 11-498, \$1.00 per half year, Edon Village

Taxes and Assessments for the first half of 2016, Parcel 3, listed to Spirit SPE Portfolio 2007-1 LLC, as Permanent Parcel No. 071-170-05-001.000, amounting to \$4,975.80, are paid. Valuation: Land \$29,370 Impr. \$169,610 Total \$198,980

Assessment, Homestead Exemption or Delinquency included in the above amount as follows:

Assmt. No. 11-621, \$5.22 per half year, Bear Creek

Assmt. No. 40-777, \$20.04 per half year, St Joe Watershed-Perm Main.

Assmt. No. 11-498, \$5.64 and \$5.63 per half year, Edon Village

Taxes and Assessments for the first half of 2016, Parcels 4 and 5, listed to Spirit SPE Portfolio 2007-1 LLC, as Permanent Parcel No. 071-200-05-007.000, amounting to \$428.33, are paid. Valuation: Land \$16,980 Impr. - 0 - Total \$16,980

Assessment, Homestead Exemption or Delinquency included in the above amount as follows:

Assmt. No. 40-777, \$1.71 per half year, St Joe Watershed-Perm Main.

Assmt. No. 11-621, \$2.24 and 2.23 per half year, Bear Creek.

Assmt. No. 11-498, \$2.41 per half year, Edon Village

Taxes and Assessments for the last half of the year 2016 and subsequent years, not yet due and payable.

- 9. Covenants, conditions, restrictions, easements, setback lines and any amendments thereto as disclosed on the plat of subdivision, recorded in Volume 3 of Plats, Page 42 of Williams County Records.
- 10. Easement to The Toledo Edison Company, recorded in Volume 180, Page 78 of Williams County Records, as to Parcel 1.
- 11. Easement for Highway Purposes, recorded in Volume 206, Page 507 of Williams County Records, as to Parcel 2.
- 12. Agreement for Channel Change, recorded in Volume 206, Page 511 of Williams County Records, as to Parcel 3.
- 13. Survey recorded with William County Engineer in 4V-246, as to Parcel 3.
- 14. Easement to The Village of Edon, Ohio, recorded in Volume 265, Page 551 of Williams County Records, as to Parcel 1.
- 15. Easement to The Village of Edon, Ohio, recorded in Volume 265, Page 561 of Williams County Records, as to Parcel 5.
- 16. Easement to The Village of Edon, Ohio, recorded in Volume 265, Page 563 of Williams County Records, as to Parcel 5.
- 17. Ordinance No. 7-92 authorizing the vacation of roads located within the Village of Edon, recorded in Miscellaneous Volume 16, Page 589 of Williams County Records.
- 18. Easement to Ohio Gas Company, recorded in Volume 301, Page 620 of Williams County Records, as to Parcels 1 and 5.

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- 19. Memorandum of Lease by and betwen Kojaian MD Edon, L.L.C., Landlord, to Metaldyne Machining and Assembly Company, Inc., Tenant, filed for record January 23, 2003 and recorded in Volume 131, Page 601 of Williams County Records.
- 20. Mortgage from Kojaian MD Indiana/Ohio, L.L.C. to PNC Bank, NA, for \$7,140,000.00, filed for record April 25, 2003 and recorded in Volume 141, Page 1499 of Williams County Records, covering premises described in Schedule A, together with any and all terms, conditions and restrictions contained therein.

Assigned to Wells Fargo Bank Minnesota, NA, as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corporation Commercial Pass-Through Certificate Series 2003-C3, recorded in Volume 156, Page 1457 of Williams County Records.

Second Modification of Open-End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, recorded October 17, 2012 in Official Record Book 291, Page 1309 of Williams County Records.

21. Assignment of Leases and Rents from Kojaian MD Indiana/Ohio, L.L.C. to PNC Bank, NA, recorded in Volume 141, Page 1538 of Williams County Records.

Assigned to Wells Fargo Bank Minnesota, NA, as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corporation Commercial Pass-Through Certificate Series 2003-C3, recorded in Volume 156, Page 1457 of Williams County Records.

22. Financing Statement from Kojaian MD Indiana/Ohio, L.L.C., Debtor, to PNC Bank, NA, Secured Party, filed for record April 25, 2003 and recorded as Williams County Recorder's Document Nos. 200300035621 and 200300066305.

Assigned to Wells Fargo Bank Minnesota, NA, as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corporation Commercial Pass-Through Certificate Series 2003-C3, recorded as Williams County Recorder's Document No. 200600066851.

Continuation recorded as Williams County Recorder's Document Nos. 200700067052 and 200700077477.

Amendment filed for record May 9, 2012 as Williams County Recorder's Document No. 201200067437.

Continuation recorded November 5, 2012 as Williams County Recorder's Document Nos. 201200018585 and 201200067479.

- 23. Subordination, Non-Disturbance and Attornment Agreement, recorded in Volume 141, Page 1550 of Williams County Records.
- 24. Financing Statement from Metaldyne Machining and Assembly Company, Inc., Debtor, to General Electric Capital Corporation, filed for record September 16, 2005 and recorded as Williams County Recorder's Document No. 200500066797.
- 25. Assignment and Assumption of Leases from Kojaian MD Indiana/Ohio, L.L.C. to Spirit SPE Portfolio 2007-1 LLC, recorded in Book 222, Page 81 of Williams County Records.
- 26. Consent and Assumption Agreement with Limited Release by and among Kojaian MD Indiana/Ohio, L.L.C., Seller, Spirit SPE Portfolio 2007-1, LLC, Buyer, Spirit Finance Corporation, New Principle, and Wells Fargo Bank, N.A. fka Wells Fargo Bank Minnesota, N.A., as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2003-C3, Lender, recorded in Book 222, Page 95 of Williams County Records.

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- 27. Financing Statement from Metaldyne Company, LLC, Debtor, to General Electric Capital Corporation, Secured Party, filed for record October 15, 2008 and recorded as Williams County Recorder's Document Nos. 200800084093 and 200800067145.
- 28. Excepting from the premises described in Schedule A, any part thereof acquired through change in the courses of the stream occasioned by other than natural causes or by natural causes other than accretion.
- 29. Rights, if any, of the Village of Edon or any public utility, to construct or maintain, sewer, water, gas pipes, other pipes, conduits, drains, telegraph, telephone or electric wires, along, under or above that part of the premises described in captioned property lying within the bounds of said Toner Street, West View Street and alley, now vacated.
- 30. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.

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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 such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

 Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
 - Information about your transactions with us, our affiliated companies, or others; and

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Information we receive from a consumer reporting agency.

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 and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner. Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

Form 50-PRIVACY (9-1-10)

Privacy Information (2001-2010 First American Financial Corporation)