

File #: 5509-2774210

Date: 11/14/2016

Property Address: See Attached legal description
Parker, CO 80134



First American

7887 East Belleview Avenue, Ste 250, Englewood, CO 80111

Phone: (303)305-1300 **Fax:** (877)409-2531

We appreciate the opportunity to be of service to you. *To avoid delays in your closing, all funds needed at your closing should be wired!* Please see wiring instructions contained within this Commitment.

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:

Schedule A:

Schedule B - Section 1 Requirements:

Schedule B - Section 2 Exceptions:

Buyer(s):

Name(s): For Informational Purposes Only

Address:

Phone:

Fax:

Selling Agent:

Company Name:

Agent Name:

Address:

Phone:

Fax:

Email:

Seller(s):

Name(s): HR935, LLC

Address: 7353 S Alton Way Ste A-100 Englewood, CO 80112

Phone:

Fax:

Listing Agent:

Company Name:

Agent Name:

Address:

Phone:

Fax:

Email:

Lender:

Company Name:

Name:

Address: ,

Phone:

Email:

Business Source:

Company Name: EX5 Management

Name: Matt Janke

Address: 7353 South Alton Way, Englewood, CO 80112

Phone: (303)770-9111

Fax:

Email: mjanke@e5xmanagement.com

Mortgage Broker:

Company Name:

Attn:

Address: ,

Phone:

Fax:

Email:

Other:

Company Name:

Attn:

Address: ,

Phone:

Fax:

Email:

**First American*****First American Title Insurance Company*****INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

TABLE OF CONTENTS**AGREEMENT TO ISSUE POLICY****SCHEDULE A**

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS**SCHEDULE B-II -- EXCEPTIONS****WIRING INSTRUCTIONS****CONDITIONS****YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

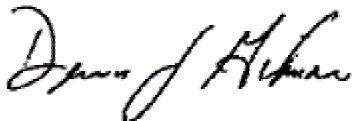
The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

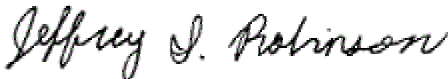
The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

6. *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/>.*

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will

include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

SCHEDULE A

1. Effective Date: October 31, 2016 at 5:00 p.m. Commitment No. 5509-2774210
2. Policy (or Policies) to be issued: Amount
- a. ALTA Owner's Policy (06-17-06) \$0.00
- Proposed Insured:
For Informational Purposes Only
- b. ALTA Loan Policy (06-17-06) \$0.00
- Proposed Insured:
3. Fee Simple interest in the land described in this Commitment at the Effective Date, is vested in HR935, LLC, a Colorado limited liability company
4. The Land referred to in this Commitment is described as follows:
- See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: See Attached legal description,
Parker, Colorado 80134

Premiums:

Owner's Policy: \$
 Lender's Policy: \$
 Tax Certificate Fee: \$
 Endorsement(s): \$
 Informational Fee: \$500.00

EXHIBIT A

Commitment No.: 5509-2774210

The land referred to in Schedule A is situated in the County of Douglas, State of Colorado and is described as follows:

PARCEL B:

A PARCEL OF LAND BEING A PART OF SECTIONS 4, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4; MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED LS 23053;

THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF THE NORTH HALF OF SAID SECTION 9, A DISTANCE OF 2648.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 6935;

THENCE SOUTH 89 DEGREES 45 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 9, A DISTANCE OF 2640.85 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 6935;

THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1329.96 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 9 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 6935;

THENCE SOUTH 89 DEGREES 47 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2658.57 FEET TO THE SOUTH 1/16 CORNER OF SAID SECTION 9 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED LS 6935;

THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1328.03 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 41 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 616.01 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD, THE FOLLOWING SEVEN (7) COURSES:

1) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 07 MINUTES 42 SECONDS, A RADIUS OF 1690.00 FEET, AND AN ARC LENGTH OF 328.24 FEET, (CHORD BEARS NORTH 42 DEGREES 14 MINUTES 20 SECONDS EAST, A DISTANCE OF 327.73 FEET);

2) NORTH 36 DEGREES 40 MINUTES 28 SECONDS EAST, A DISTANCE OF 2996.23 FEET;

3) NORTH 38 DEGREES 09 MINUTES 27 SECONDS EAST, A DISTANCE OF 31.38 FEET;

4) NORTH 38 DEGREES 09 MINUTES 43 SECONDS EAST, A DISTANCE OF 428.29 FEET TO A POINT OF CURVATURE;

5) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 11 MINUTES 42 SECONDS, A RADIUS OF 7586.00 FEET, AND AN ARC LENGTH OF 290.62 FEET, (CHORD BEARS NORTH 40 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 290.60 FEET);

6) NORTH 42 DEGREES 04 MINUTES 59 SECONDS EAST, A DISTANCE OF 958.65 FEET;

7) NORTH 43 DEGREES 20 MINUTES 27 SECONDS EAST, A DISTANCE OF 231.46 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1442.11 FEET TO THE SOUTH QUARTER

CORNER OF SAID SECTION 4 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED LS 6935;
THENCE NORTH 89 DEGREES 46 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF SAID
SECTION 4, A DISTANCE OF 2642.13 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING
NORTH 89 DEGREES 52 MINUTES 44 SECTION EAST. THE SOUTHWEST CORNER OF SAID SECTION 34
IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 17666 AND THE SOUTH
QUARTER CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX
STAMPED LS 22088.

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the Land and/or the Mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- d. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
- e. Evidence that all assessments for common expenses due under the Declaration have been paid.

The following documents satisfactory to us must be signed, delivered and recorded:

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

SCHEDULE B - SECTION II

EXCEPTIONS FROM COVERAGE

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by 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. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights, claims of title to water, in, on or under the land.
8. Taxes for the year 2016 and subsequent years. Taxes not yet due or payable.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 16, 1891, IN [BOOK M AT PAGE 5](#) (AFFECTS N/2 SW/4 SECTION 4), JANUARY 6, 1878 IN [BOOK H AT PAGE 447](#) (AFFECTS S/2 SW/4 SECTION 4).
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 16, 1881, IN [BOOK K AT PAGE 473](#). (AFFECTS SE 1/4 NE 1/4 OF SECTION 8 AND SW 1/4 NW 1/4 OF SECTION 9) .
11. NOTICE REGARDING THE ORGANIZATION OF CHERRY CREEK BASIN AUTHORITY RECORDED MAY 6,1988 IN [BOOK 790 AT PAGE 718](#) .
12. GRANT OF EASEMENT FOR DRAINAGE PURPOSES TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RECORDED JANUARY 20, 1998 IN [BOOK 1503 AT PAGE 809](#) (AFFECTS SECTIONS 4, 8 & 9) .
13. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN RULING OF THE WATER REFEREE AND JUDGMENT AND DECREE OF THE COURT, DISTRICT COURT, WATER DIVISION NO.1, STATE OF COLORADO, CASE NO. 98CW264, RECORDED AUGUST 17, 2000 IN [BOOK 1883 AT PAGE 1283](#) .

14. RESOLUTION NO. R-997-054 AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE CROWFOOT VALLEY ROAD PAVING PROJECT RECORDED APRIL 23, 1997 IN [BOOK 1424 AT PAGE 1857](#) .
15. Terms, agreements, provisions, conditions and obligations as contained in ORDINANCE NO. 3.315, SERIES OF 2015 recorded DECEMBER 16, 2015 AT RECEPTION NO. [2015089335](#).
16. Terms, agreements, provisions, conditions and obligations as contained in HESS RANCH - PD DEVELOPMENT GUIDE recorded DECEMBER 16, 2015 AT RECEPTION NO. [2015089336](#) AND HESS RANCH PLANNED DEVELOPMENT MAP RECORDED DECEMBER 16, 2015 AT RECEPTION NO. [2015089337](#) AND AMENDED AND RESTATED STROH RANCH/HESS RANCH ANNEXATION AGREEMENT RECORDED DECEMBER 16, 2015 AT RECEPTION NO. [2015089338](#) AND ASSIGNMENT AND ASSUMPTION AGREEMENT (TOP AGREEMENT) RECORDED AUGUST 5, 2016 AT RECEPTION NO. [2016052345](#).
17. Terms, agreements, provisions, conditions and obligations as contained in First Addendum to 1992 Service Agreement recorded July 18, 2016 at Reception No. [2016046751](#).
18. Any interest in water rights conveyed to Parker Water and Sanitation District, a Colorado special district and political subdivision by Deeds recorded July 18, 2016 at Reception No. [2016046750](#) and Reception No. [2016046752](#); together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
19. A deed of trust to secure an indebtedness in the original principal amount of \$13,896,835.00 recorded August 02, 2016 at Reception No. [2016051395](#) of Official Records.
Dated: July 26, 2016
Trustor: HR935, LLC a Colorado limited liability company
Trustee: Public Trustee of Douglas County
Beneficiary: Trez Capital (2015) Corporation, a British Columbia corporation
.
20. Financing Statement from HR935, LLC a Colorado limited liability company, Debtor, to Trez Capital (2015) Corporation, a British Columbia corporation, Secured Party, recorded August 02, 2016 at Reception No. [2016051396](#).
21. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Assignment and Assumption Agreement recorded August 02, 2016 at Reception No. [2016051397](#).
22. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Consent to Assignment of Purchase and Sale Agreement recorded August 02, 2016 at Reception No. [2016051401](#).
23. Any existing leases or tenancies.



First American Title

Privacy 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 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.

Types of Information

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
- Information we receive from a consumer reporting agency.

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.

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.

Cookies

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 privacy.

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 can secure the required corrections.

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.