



First American Title™

Commitment for Title Insurance  
Missouri - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Pike County Title Company  
Issuing Office: 317 W. Main Street, Bowling Green, MO 63334  
Issuing Office's ALTA® Registry ID: 1091109  
Commitment No.: 2025129473  
Issuing Office File No.: 2025129473  
Property Address: 58.2 ac., Pike 49, Frankford, MO 63441

**SCHEDULE A**

1. Commitment Date: December 29, 2025 at 08:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/21)

Proposed Insured: TO BE DETERMINED BY AUCTION

Proposed Amount of Insurance: TBD

The estate or interest to be insured: Fee Simple and Easement (Tract 1); Fee Simple (Tract 2)

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

Cobalt Real Estate, LLC, a Missouri limited liability company

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Pike County Title Company

By: Kenzie Hart

Title: Closing Agent

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Co.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

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Form 50201429 (2-6-23)



2025129473



## 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. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Pursuant to §381.412 RSMo., effective August 28, 1996, real estate settlement funds must be in the form of a cashier's check, certified check, teller's check or wire transfer. If this company is preparing a HUD1 Settlement Statement in connection with this commitment, we must receive figures at least 24 hours in advance of closing.
7. Execute and return to this Company the Affidavit by Owner. If any problems are disclosed by said Affidavit or it is not properly executed, this Company reserves the right to make additional requirements and/or exceptions.
8. With respect to Cobalt Real Estate, LLC, the Company must be furnished for our examination the following:
  1. Articles of Organization;
  2. Certificate executed by the Secretary of State evidencing that the LLC is now in good standing in the State;
  3. Duly executed copy of the Operating Agreement of the LLC and any amendments thereto; and
  4. Current membership roster.Unless the deed is executed by all members or Manager, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the the purchase or sale and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived..

After our examination of the above-mentioned documents, we reserve the right to make additional requirements.

For informational purposes only, we submit the following tax information. We assume no liability for the correctness of same.

Tax locator #05-07-26-000-000-002.040

2025 Assessed Value: \$2,040.00

2025 County Tax: \$107.83 - PAID

Situs: 58.2 ac., Pike 49, Frankford, MO 63441

Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

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## SCHEDULE B

(Continued)

WE RESERVE THE RIGHT OF REVISION OF THE SCHEDULES OF THIS COMMITMENT WHEN THE IDENTITY OF THE BUYER IS MADE KNOWN.

### SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. All assessments and taxes due in 2026, and thereafter. None now due or payable.
8. Title to and easements in that portion of the Land within Pike 49 or its right of way.
9. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book 326 Page 3046, Pike County Deed Records.
10. Boundary Survey performed by John D. Janes, RLS #2354-Missouri for Janes Surveying, Inc. as Project No. 98-034 dated April, 1998 and filed for record in Plat Book 6 Page 224, Pike County Deed Records.
11. Boundary Survey performed by Doug Walker, P.L.S. #2014000200-Missouri for Janes Surveying, Inc. as Project No. 2016-004471 dated 10/06/2016 and filed for record in Plat Book 7 Page 524, Pike County Deed Records.
12. Boundary Survey performed by Jason D. Janes, P.L.S. #2004017826-Missouri for Janes Surveying, Inc. as Project No. 2025-009559 dated 02/05/2026.

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Form 50201429 (2-6-23)



2025129473

## SCHEDULE B

(Continued)

13. 30' roadway easement as described in General Warranty Deed recorded in Book 325 Page 2239, and shown on the above three surveys.
14. 15,574 sq. ft. ingress/egress easement as shown in Warranty Deed recorded in Book 334 Page \_\_\_\_\_, Pike County Deed Records. (Tract 2 30.8 ac. tract)

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Form 50201429 (2-6-23)



2025129473



File No.: 2025129473

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

(TRACT 1)

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 54 NORTH, RANGE 4 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION 26; THENCE SOUTH 01 DEGREE, 04 MINUTES AND 12 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 12.49 FEET TO THE TRUE POINT OF BEGINNING, FROM WHICH A FOUND CORNER POST BEARS SOUTH 87 DEGREES, 31 MINUTES AND 04 SECONDS EAST 38.00 FEET; THENCE SOUTH 87 DEGREES, 31 MINUTES AND 04 SECONDS EAST LEAVING SAID NORTH-SOUTH CENTERLINE 472.80 FEET TO A FOUND CORNER POST; THENCE SOUTH 02 DEGREES, 47 MINUTES AND 54 SECONDS WEST 142.35 FEET TO A 5/8" IRON PIN; THENCE SOUTH 88 DEGREES, 23 MINUTES AND 34 SECONDS EAST 505.36 FEET TO A 5/8" IRON PIN; THENCE SOUTH 81 DEGREES, 54 MINUTES AND 42 SECONDS EAST 337.72 FEET TO A 5/8" IRON PIN; THENCE NORTH 81 DEGREES, 33 MINUTES AND 29 SECONDS EAST 25.15 FEET TO A 5/8" IRON PIN ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 01 DEGREE, 09 MINUTES AND 10 SECONDS WEST ALONG SAID EAST LINE 849.69 FEET TO A 5/8" IRON PIN; THENCE SOUTH 82 DEGREES, 17 MINUTES AND 53 SECONDS WEST LEAVING SAID EAST LINE 917.68 FEET TO A 5/8" IRON PIN; THENCE NORTH 01 DEGREE, 16 MINUTES AND 36 SECONDS EAST 412.41 FEET TO A 5/8" IRON PIN; THENCE NORTH 89 DEGREES, 07 MINUTES AND 54 SECONDS WEST 427.01 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION, FROM WHICH A 5/8" IRON PIN BEARS SOUTH 89 DEGREES, 07 MINUTES AND 54 SECONDS EAST 28.49 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES AND 12 SECONDS EAST ALONG SAID NORTH-SOUTH CENTERLINE AND ALONG PIKE COUNTY ROUTE #49 A DISTANCE OF 774.52 TO THE POINT OF BEGINNING, CONTAINING 27.4 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2025-009559 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING FEBRUARY OF 2026.

ALONG WIITH A 15,574 SQUARE FEET INGRESS/EGRESS EASEMENT LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 54 NORTH, RANGE 4 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE CENTER OF SAID SECTION 26; THENCE NORTH 60 DEGREES, 32 MINUTES AND 05 SECONDS EAST 35.72 FEET; THENCE SOUTH 88 DEGREES, 06 MINUTES AND 22 SECONDS EAST 443.02 FEET; THENCE SOUTH 02 DEGREES, 47 MINUTES AND 54 SECONDS WEST 35.94 FEET; THENCE NORTH 87 DEGREES, 31 MINUTES AND 04 SECONDS WEST 472.80 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES AND 12 SECONDS EAST 12.49 FEET TO THE POINT OF BEGINNING, CONTAINING 15,574 SQUARE FEET, MORE OR LESS. AS PER SURVEY #2025-009559 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING FEBRUARY OF 2026.

(TRACT 2)

A TRACT OF LAND LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 54 NORTH, RANGE 4 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A 5/8" IRON PIN MARKING THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 88 DEGREES, 17 MINUTES AND 01 SECOND WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 1334.05 FEET TO A 5/8" IRON PIN MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 01 DEGREE, 09 MINUTES AND 10 SECONDS WEST LEAVING SAID EAST-WEST CENTERLINE AND ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION 12.95 FEET TO A 5/8" IRON PIN; THENCE NORTH 87 DEGREES, 45 MINUTES AND 26 SECONDS WEST LEAVING SAID EAST LINE 308.28 FEET TO A 5/8" IRON PIN; THENCE SOUTH 01 DEGREE, 09 MINUTES AND 33 SECONDS WEST 58.15 FEET TO A 5/8" IRON PIN; THENCE NORTH 88 DEGREES, 56 MINUTES AND 45 SECONDS WEST 40.28 FEET TO A 5/8" IRON PIN; THENCE NORTH 01 DEGREE, 09 MINUTES AND 33 SECONDS EAST 58.99 FEET TO A 5/8" IRON PIN; THENCE NORTH 87 DEGREES, 45 MINUTES AND 26 SECONDS WEST 175.21 FEET TO A 5/8" IRON PIN; THENCE SOUTH 00 DEGREES, 33 MINUTES AND 08 SECONDS EAST 11.93 FEET TO A 5/8" IRON PIN;

## EXHIBIT A

(Continued)

THENCE NORTH 86 DEGREES, 56 MINUTES AND 40 SECONDS WEST 147.76 FEET TO A 5/8" IRON PIN; THENCE NORTH 87 DEGREES, 09 MINUTES AND 28 SECONDS WEST 190.20 FEET TO A 5/8" IRON PIN; THENCE SOUTH 02 DEGREES, 47 MINUTES AND 54 SECONDS WEST 5.94 FEET TO A FOUND CORNER POST; THENCE NORTH 87 DEGREES, 31 MINUTES AND 04 SECONDS WEST 472.80 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION, FROM WHICH A FOUND CORNER POST BEARS SOUTH 87 DEGREES, 31 MINUTES AND 04 SECONDS EAST 38.00 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES AND 12 SECONDS EAST ALONG SAID NORTH-SOUTH CENTERLINE 12.49 FEET TO A 5/8" IRON PIN MARKING THE CENTER OF SAID SECTION; THENCE NORTH 60 DEGREES, 32 MINUTES AND 05 SECONDS EAST LEAVING SAID NORTH-SOUTH CENTERLINE 35.72 FEET TO A 5/8" IRON PIN; THENCE SOUTH 88 DEGREES, 06 MINUTES AND 22 SECONDS EAST 692.36 FEET TO A 5/8" IRON PIN; THENCE NORTH 01 DEGREE, 15 MINUTES AND 17 SECONDS WEST 650.51 FEET TO A 5/8" IRON PIN; THENCE SOUTH 88 DEGREES, 23 MINUTES AND 25 SECONDS EAST 638.28 FEET TO A 5/8" IRON PIN MARKING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 88 DEGREES, 13 MINUTES AND 24 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTH HALF 1335.03 FEET TO A 5/8" IRON PIN MARKING THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE SOUTH 01 DEGREE, 14 MINUTES AND 07 SECONDS WEST LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID SECTION 665.80 FEET TO THE POINT OF BEGINNING, CONTAINING 30.8 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY. AS PER SURVEY #2025-009559 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING FEBRUARY OF 2026.

SUBJECT TO A 15,574 SQUARE FEET INGRESS/EGRESS EASEMENT LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 54 NORTH, RANGE 4 WEST, PIKE COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE CENTER OF SAID SECTION 26; THENCE NORTH 60 DEGREES, 32 MINUTES AND 05 SECONDS EAST 35.72 FEET; THENCE SOUTH 88 DEGREES, 06 MINUTES AND 22 SECONDS EAST 443.02 FEET; THENCE SOUTH 02 DEGREES, 47 MINUTES AND 54 SECONDS WEST 35.94 FEET; THENCE NORTH 87 DEGREES, 31 MINUTES AND 04 SECONDS WEST 472.80 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES AND 12 SECONDS EAST 12.49 FEET TO THE POINT OF BEGINNING, CONTAINING 15,574 SQUARE FEET, MORE OR LESS. AS PER SURVEY #2025-009559 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826 DURING FEBRUARY OF 2026.

# **Pike County Title Company – Privacy Policy**

## ***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, 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.

### ***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. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



## PRIVACY NOTICE

**Last Updated and Effective Date:** December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice 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.

Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services 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 the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Notice:** We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

**YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.**

**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. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.