

Commitment for Title Insurance

Title Officer: Rob Hainey Email: Rob.Hainey@ctt.com Title No.: 0113166-TC

Property Address:

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Escrew Officer: Escrew Officer52	Title #: UVELOOK	12345 Main Street, Titleh	own. California 🛛
SUMMARY	SUMMARY	APEL 2, 3	818 AT 1-90 A.N
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LEGAL DESCRIPTION ANYTHE MAP	PROPERTY TAX		
REQUELT DS.	E. Property taxes. Including any personal property taxes and any assessments collects Install-month \$454.91 2nd installment: \$454.91 teemptions \$7,000.00 Code Area \$218	with taxes, are paid. For providion purposes the amounts were Taxidentification/VoVA) uRM/D7Wibgl Facal Next 201	7 -2018 fat
ORCALD TTU	EXCEPTIONS		
12345 MANN STREET ANYTOWN, CA 98008	Λ . Property lases, which are a lien not yet due and payable		~
VISIT WEBSITE	5. Supplemental or ecoped assessments if any		¥
	C. Payment of Contractual Assessment Required - HERD/WACE		×
	1. Water rights		~
	2. Provisions in a deed prohibiting the loging selling an handling of interitating laps	n on said Land	÷
	3. Covenants, conditions, and restrictions		¥
	4. Exervert		×
	5. Deed of Yout		~
	6. Abstract of Judgment		~

Effortless, Efficient, Compliant, and Accessible

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



Commitment Number:

0113166-TC Update Seventh Commitment

CHICAGO TITLE INSURANCE COMPANY, a Florida 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 six (6) months 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, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Secretary

Countersigned By:

Authorized Officer or Agent



Attest:

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ALTA Commitment (06/17/2006)

CHICAGO TITLE COMPANY OF WASHINGTON

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Rob Hainey Chicago Title Company of Washington 4717 South 19th Street, Suite 101	
Tacoma, WA 98405 Phone: 206-370-3111 Fax: 866-671-3908 Main Phone: (253)671-6623 Email: Rob.Hainey@ctt.com	

SCHEDULE A

ORDER NO. 0113166-TC

- 1. Effective Date: September 16, 2019 at 08:00 AM
- 2. Policy or Policies to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	Purchaser with contract identified at Item 4 belo	•	s under a purchase agreement with the vested owner
Policy Amount:	\$10,000.00		
Premium:		\$	247.00
Tax:		\$	24.95
Rate:	Owners Standard		
Total:		\$	271.95

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

BCC Puyallup LLC, a Washington limited liability company

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Lots 1-3 of the City of Puyallup BLA Revision No. P-18-0145 recorded May 22, 2019 under Recording No. 201905225002

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 ALTA Commitment (06/17/2006)
 Printed: 09.19.19 @

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 of parties in possession, or claiming possession, not shown by the Public Records.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

D. Any lien, or right to a lien, for contributions to employee 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. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

G. Unpatented mining claims, and all rights relating thereto.

H. Reservations and 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 of record for value the estate or interest or mortgage thereon covered by this Commitment.

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(continued)

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:Pacific Northwest Pipeline Corporation, a Delaware corporationPurpose:Pipeline or pipelines for the transportation of oil, gas and the products thereofRecording Date:April 17, 1956Recording No.:1752879Affects:A portion of said premises

Said easement was modified by amendments thereto recorded under recording no. 2407599 and 2487221.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pacific Northwest Pipeline Corporation, a Delaware corporation
Purpose:	Pipeline or pipelines for the transportation of oil, gas and the products thereof
Recording Date:	April 17, 1956
Recording No.:	1752880
Affects:	A portion of said premises

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pacific Northwest Pipeline Corporation, a Delaware corporation
Purpose:	Pipeline or pipelines for the transportation of oil, gas and the products thereof
Recording Date:	April 17, 1956
Recording No.:	1752881
Affects:	Portion of Parcels B and C

Said easement was modified by amendments thereto recorded under recording no(s) 2433908 and 2562573.

4. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of:	Pierce County
Recording Date:	October 30, 1964
Recording No.:	2077107

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 10, 1968 Recording No.: 2262387

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(continued)

6. Concomitant Agreement and the terms and conditions thereof:

Recording Date:June 26, 1981Recording No.:8106260306Regarding:Mitigation of environmental impacts related to the development of said premises

A clarification of said agreement between City of Puyallup and Beim & James Properties II was recorded July 21, 1987 under recording no. 8707210280.

7. Any rights, interests, or claims which may exist or arise by reason of the survey,

Recording Date:	August 7, 1981
Recording No.:	<u>8108070156</u>

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Puyallup, a municipal corporation
Purpose:	Constructing and maintaining underground utilities
Recording Date:	December 1, 1982
Recording No.:	8212010250
Affects:	A portion of said premises

9. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of:The City of Puyallup, a municipal corporationRecording Date:February 28, 1985Recording No.:8502280219

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Puyallup, a municipal corporation
Purpose:	Constructing and maintaining highway slopes in excavation and/or embankment
Recording Date:	February 28, 1985
Recording No.:	8502280220
Affects:	A Southerly portion of said premises

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:Puget Sound Power & Light Company, a Washington corporationPurpose:The right to construct, maintain, repair, replace and enlarge guy wires and anchors togetherwith all necessary or convenient appurtenancesRecording Date:April 22, 1985Recording No.:8504220043Affects:A portion of said premises

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(continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:Puget Sound Power & Light Company, a Washington corporationPurpose:The right to construct, operate, maintain, repair, replace and enlarge an electrical distributionsubstation togetherwith all necessary or convenient appurtenancesRecording Date:January 15, 1988Recording No.:8801150187Affects:A portion of said premises

Said easement is a correction of easement recorded under recording no. 8207080063.

13. Any rights, interests, or claims which may exist or arise by reason of the survey,

Recording Date:February 11, 1991Recording No.:9102110142

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc., a Washington corporation
	One or more electric transmission and/or distribution systems, together with all necessary or
convenient appurter	ances
Recording Date:	October 22, 1997
Recording No.:	9710220463
Affects:	A portion of said premises

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Williams Communications, Inc., a Delaware corporation
Purpose:	Underground communications systems and appurtenances thereto
Recording Date:	April 3, 2000
Recording No.:	200004030110
Affects:	A portion of said premises

16. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Record of Survey for a Large Lot Segregation:

Recording No: 200704305001

An affidavit of minor correction of survey was recorded under recording no. 200710260050.

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(continued)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc., a Washington corporation
Purpose:	One or more utility systems for transmission, distribution and sale of electricity
Recording Date:	September 29, 2009
Recording No.:	200909290651
Affects:	A portion of said premises

18. Stormwater Management/BMP Facilities Agreement and the terms and conditions thereof:

Between:	BCC Puyallup, LLC
And:	City of Puyallup
Recording Date:	January 21, 2010
Recording No.:	201001210587
Recording No.:	201001210587

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc., a Washington corporation
Purpose:	One or more utility systems for transmission, distribution and sale of gas
Recording Date:	March 18, 2011
Recording No.:	201103180520
Affects:	A portion of said premises as described and delineated in document

Note: Said easement also is delineated and/or dedicated on the face of the boundary line revision.

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Energy, Inc., a Washington corporation
Purpose:	One or more utility systems for transmission, distribution and sale of electricity
Recording Date:	February 22, 2012
Recording No.:	201202220299
Affects:	A portion of said premises as described and delineated in document

Note: Said easement also is delineated and/or dedicated on the face of the boundary line revision.

21. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Puyallup Boundary Line Revision No. P-12-0044:

Recording No: 201211145004

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(continued)

22. Road and Signage Easement Agreement and the terms and conditions thereof:

Between:BCC Puyallup LLC, a Washington limited liability companyAnd:Group Health CooperativeRecording Date:August 30, 2013Recording No.:201308300562

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Puyallup, a municipal corporation
Purpose:	Utilities
Recording Date:	November 30, 2016
Recording No.:	201611300412
Affects:	Portion of Parcel A

- 24. This item intentionally deleted
- 25. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2019
Tax Account No.:	0419034036
Levy Code:	096
Assessed Value-Land:	\$7,678,900.00
Assessed Value-Improvements:	\$10,127,300.00
General and Special Taxes: Billed: Paid: Unpaid:	\$0.00 \$0.00 \$0.00
Affects:	Lot 2

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(continued)

26. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: Tax Account No.:	2019 0419034037
Levy Code:	096
Assessed Value-Land:	\$1,975,800.00
Assessed Value-Improvements:	\$15,829,200.00
General and Special Taxes: Billed: Paid: Unpaid:	\$0.00 \$0.00 \$0.00
Affects:	Lot 2

27. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2019
Tax Account No.:	0419034038
Levy Code:	096
Assessed Value-Land:	\$1,205,600.00
Assessed Value-Improvements:	\$58,921,400.00
General and Special Taxes: Billed: Paid: Unpaid:	\$0.00 \$0.00 \$0.00
Afftects:	Lot 3

- 28. This item intentionally deleted
- 29. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 30. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms. Matters including but not limited to mortgages, deeds of trust, assignment of leases given as security, financing statements and other security interests affecting the rights of lessees only.

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(continued)

31. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: BCC Puyallup, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 32. This item intentionally deleted
- 33. This item intentionally deleted
- 34. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 35. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's Policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan Policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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(continued)

36. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Puyallup Boundary Line Revision No. P-18-0145:

Recording No: 201905225002

END OF EXCEPTIONS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

- Note A: Notice: Please be aware that 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.
- Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lots 1-3 of BLA P-18-0145, Rec. No. 201905225002 Tax Account No.: 0419034036, 0419034037 and 0419034038

Note C: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

END OF NOTES

END OF SCHEDULE B

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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.

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

<u>Browsing Information</u>. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to <u>privacy@fnf.com</u>, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer