

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



## Fidelity National Title

COMPANY OF WASHINGTON, INC.

Commitment Number:

**20401701-SC**

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### Fidelity National Title Insurance Company

By:

\_\_\_\_\_  
President

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent

Attest:

\_\_\_\_\_  
Secretary

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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Marc Wise Fidelity National Title Company of Washington, Inc. 600 University Street, Suite 2424 Seattle, WA 98101 Phone: 2062626291 Fax: 206-262-6292 Main Phone: (206)628-2822 Email: Marc.Wise@fnf.com	

**Order Number: 20401701-SC**

**SCHEDULE A**

1. Commitment Date: October 16, 2019 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006 - Standard / Short Term  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Policy Amount: \$100,000.00  
Premium: \$ 490.00  
Tax: \$ 49.49  
Total: \$ 539.49
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Whitehorse Ventures, LLC, a Washington limited liability company, also appearing of record as Whitehorse Ventures, L.L.C., a Washington limited liability company
5. The Land 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

PARCEL A:

BEGINNING AT A POINT ON THE SOUTH BANK OF EBEBY SLOUGH 28.05 CHAINS SOUTH AND 15.91 CHAINS EAST OF THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;  
THENCE (VARIATION 22° EAST) SOUTH 48.17 CHAINS NORTH BANK OF STEAMBOAT SLOUGH;  
THENCE NORTH 80° EAST 9.93 CHAINS ALONG THE NORTH BANK OF SAID STEAMBOAT SLOUGH;  
THENCE SOUTH 72°30' EAST 7.58 CHAINS;  
THENCE SOUTH 60° EAST 8.64 CHAINS;  
THENCE NORTH 1° EAST 8.33 CHAIN TO SOUTH BANK OF EBEBY SLOUGH;  
THENCE NORTH 24°45' WEST 3.03 CHAINS;  
THENCE NORTH 10°30' WEST 19.70 CHAINS;  
THENCE NORTH 32° WEST 6.82 CHAINS;  
THENCE NORTH 37° WEST 6.82 CHAINS;  
THENCE NORTH 32°30' WEST 3.79 CHAINS;  
THENCE NORTH 45°15' WEST 1.52 CHAINS;  
THENCE NORTH 49° WEST 7.17 CHAINS;  
THENCE NORTH 56° WEST 4.29 CHAINS TO THE POINT OF BEGINNING;

ALSO BEGINNING AT A POINT ON THE SOUTH BANK OF EBEBY SLOUGH 28.05 CHAINS SOUTH AND 15.91 CHAINS EAST OF THE NORTHWEST CORNER OF SECTION 33;  
THENCE SOUTH (VARIATION 22° EAST) 48.17 CHAINS TO THE MEANDER LINE OF THE NORTH BANK OF STEAMBOAT SLOUGH;  
THENCE WESTERLY ALONG SAID MEANDER LINE TO THE WEST LINE OF SECTION;  
THENCE NORTH ON SAID LINE TO MEANDER LINE ON THE SOUTH BANK OF EBEBY SLOUGH;  
THENCE EASTERLY ALONG SAID MEANDER LINE TO POINT OF BEGINNING;  
ALL IN SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.;

EXCEPT GREAT NORTHERN RAILWAY RIGHT-OF-WAY;

ALSO EXCEPT STATE ROAD NO. 1;

ALSO EXCEPT ADDITIONAL RIGHT-OF-WAY FOR STATE ROAD NO. 1 AS CONDEMNED IN CAUSE NO. 52083 AND CAUSE NO 82943;

ALSO EXCEPT PORTION CONVEYED TO DUANE A. DROULLARD BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 2088540, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GOVERNMENT LOT 9, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

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**EXHIBIT "A"**  
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BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY MARGIN OF THE GREAT NORTHERN RAILROAD RIGHT OF WAY AND THE GOVERNMENT MEANDER LINE OF THE SOUTH BANK OF EBEBY SLOUGH SAID POINT BEARING 1,548.66 FEET SOUTH AND 769.66 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 33, THE BEARING OF THE WEST LINE OF SAID SECTION 33, BEING SOUTH 0°03'03" WEST;  
THENCE SOUTH 74°56'57" EAST ALONG SAID MEANDER LINE 290.57 FEET;  
THENCE SOUTH 55°56'57" EAST 164.95 FEET TO A POINT ON THE WESTERLY MARGIN OF STATE ROAD NO. 1 AS APPROVED IN 1927;  
THENCE SOUTH 31°01' WEST ALONG SAID WESTERLY MARGIN 242.20 FEET TO HIGHWAY STATION, 19+72, SAID POINT BEING THE POINT OF A CURVE AND HIGHWAY STATION D LINE 19+76.7;  
THENCE NORTH 58°59' WEST AT RIGHT ANGLES ALONG THE RADIUS OF THE POINT OF CURVE 6.0 FEET;  
THENCE SOUTH 31°01' WEST ALONG THE WESTERLY MARGIN OF THE D LINE 29.10 FEET TO HIGHWAY STATE D-19+14.6 AND POINT OF CURVE;  
THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 905.0 FEET AND THRU A CENTRAL ANGLE OF 4°54' A DISTANCE OF 77.40 FEET TO A POINT OF TANGENT AND A HIGHWAY CONCRETE RIGHT OF WAY MARKER;  
THENCE SOUTH 35°55' WEST 299.79 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF SAID D-LINE AND THE EASTERLY MARGIN OF PSH NO. 1 (SR-5) AN EXISTING CONCRETE RIGHT OF WAY MARKER MARKED 17+06 90;  
THENCE NORTH 21°24' WEST ALONG SAID EASTERLY MARGIN OF 332.11 FEET TO AN INTERSECTION WITH THE SAID EASTERLY MARGIN OF PSH NO. 1 (SR-5) AND THE EASTERLY MARGIN OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY;  
THENCE NORTH 9°40'30" EAST ALONG SAID RAILWAY RIGHT OF WAY 401.14 FEET TO THE SAID MEANDER LINE AND THE POINT OF BEGINNING;

ALSO EXCEPT TRACT CONVEYED BY MAE OLNEY COMEFORD AND T. F. COMEFORD, HER HUSBAND TO SNOHOMISH RIVER BOOM COMPANY, A CORPORATION BY DEED DATED MARCH 1, 1912 AND RECORDED IN VOLUME 142 OF DEEDS ON PAGE 572, RECORDS OF SNOHOMISH COUNTY, WASHINGTON AND DESCRIBED AS FOLLOWS:

REAL ESTATE LOCATED IN THE SOUTH ONE HALF OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., BEING ALL THE LAND LYING BETWEEN A LINE WHICH IS 50 FEET TO THE LEFT OF AND PARALLEL WITH THE LOCATED CENTER LINE OF THE O'NEAL-GOWEN COMPANY RAILROAD SPUR, THE NORTH BANK OF STEAMBOAT SLOUGH, AND THE EAST LINE OF THE RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY COMPANY, WHICH LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.;

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**EXHIBIT "A"**  
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THENCE RUN SOUTH 0°10'57" EAST ALONG THE SECTION LINE BETWEEN SECTIONS 32 AND 33, A DISTANCE OF 4,294.87 FEET;  
THENCE NORTH 89°49'03" EAST AT RIGHT ANGLES TO SAID SECTION LINE A DISTANCE OF 304.13 FEET TO A POINT ON THE EAST LINE OF THE RIGHT OF WAY OF THE GREAT NORTHERN RAILROAD COMPANY WHICH POINT IS 50.0 FEET FROM AND AT RIGHT ANGLES TO THE LOCATED POINT OF CURVE OF THE O'NEAL-GOWEN COMPANY'S SPUR AND IS KNOWN AS THE INITIAL POINT OF THIS DESCRIPTION;  
THENCE ON A CURVE TO THE SOUTH WHOSE RADIUS IS 1,096.28 FEET, PARALLEL WITH AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR THRU AN ANGLE OF 5°13'00" A DISTANCE OF 99.82 FEET TO A POINT OF COMPOUND CURVE;  
THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 409.28 FEET PARALLEL TO AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR THROUGH AN ANGLE OF 102°47'00" A DISTANCE OF 734.21 FEET TO A POINT OF TANGENT;  
THENCE NORTH 81°28'20" EAST A DISTANCE OF 750.03 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 623.69 FEET THRU AN ANGLE OF 19°57'00" A DISTANCE OF 217.16 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 78°34'40" EAST A DISTANCE OF 132.08 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 1,196.28 FEET THRU AN ANGLE OF 8°35'40" A DISTANCE OF 179.44 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 69°59'00" EAST A DISTANCE OF 114.59 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 1,196.28 FEET THRU AN ANGLE OF 10° A DISTANCE OF 208.79 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 59°59'00" EAST A DISTANCE OF 31.56 FEET;  
THENCE SOUTH 30°01'00" WEST A DISTANCE OF 50 FEET, MORE OR LESS, TO THE NORTH BANK OF STEAMBOAT SLOUGH;  
THENCE WESTERLY ALONG THE NORTH BANK OF STEAMBOAT SLOUGH A DISTANCE OF 2,185 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT OF WAY;  
THENCE NORTH 9°27'00" EAST ALONG THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY RIGHT OF WAY A DISTANCE OF 500 FEET, MORE OR LESS, TO THE INITIAL POINT AS ABOVE DESCRIBED;

ALSO EXCEPT THAT PORTION CONVEYED TO THE TULALIP TRIBES BY DEED RECORDED UNDER RECORDING NUMBER 200708130583, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20.00 FEET IN WIDTH LYING EASTERLY AND PARALLEL WITH THE WEST LINE OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33;  
THENCE SOUTH 01°25'55" WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1,520.23 FEET TO A CONCRETE MONUMENT WITH A 3" BRASS DISK STAMPED "HAMMOND

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**EXHIBIT "A"**  
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COLLIER AND WADE";  
THENCE CONTINUING SOUTH 01°25'55" WEST ALONG SAID WEST LINE 50.36 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE AT RIGHT ANGLE TO SAID WEST LINE SOUTH 88°35'05" EAST 20.00 FEET;  
THENCE SOUTH 01°25'55" WEST PARALLEL WITH SAID WEST LINE 1,668.28 FEET TO THE NORTH LINE OF A 60.00 FOOT INGRESS AND EGRESS EASEMENT, AS DESCRIBED IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 108571;  
THENCE NORTH 78°57'09" WEST 20.28 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 33;  
THENCE NORTH 01°25'55" EAST ALONG SAID WEST LINE 1,664.88 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 9904165003)

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 200912300832.

PARCEL B:

BEGINNING AT THE CORNER COMMON TO SECTIONS 28, 29, 32 AND 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;  
THENCE SOUTH 0°10'57" EAST ALONG THE SECTION LINE BETWEEN SECTIONS 32 AND 33 A DISTANCE OF 4,294.87 FEET;  
THENCE NORTH 89°49'03" EAST AT RIGHT ANGLES TO SAID SECTION LINE A DISTANCE OF 304.13 FEET TO A POINT ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE GREAT NORTHERN RAILROAD COMPANY, WHICH POINT IS 50.0 FEET FROM AND AT RIGHT ANGLES TO THE LOCATED POINT OF CURVE OF THE O'NEAL-GOWEN COMPANY'S SPUR AND IS KNOWN AS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE ON A CURVE TO THE SOUTH RADIUS OF WHICH IS 1,096.28 FEET, PARALLEL WITH AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR, THROUGH AN ANGLE OF 5°13'00" A DISTANCE OF 99.82 FEET TO A POINT OF COMPOUND CURVE;  
THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 409.28 FEET PARALLEL TO AND 50 FEET FROM THE CENTER LINE OF A LOCATED SPUR THROUGH AN ANGLE OF 102°47'00" A DISTANCE OF 734.21 FEET TO A POINT OF TANGENT;  
THENCE NORTH 81°28'20" EAST A DISTANCE OF 750.03 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT, THE RADIUS IS 623.59 FEET THRU AN ANGLE OF 19°57'00" A DISTANCE OF 217.16 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 78°34'40" EAST A DISTANCE OF 132.08 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS OF 1,196.28 FEET THRU AN ANGLE OF

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**EXHIBIT "A"**  
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8°35'40" A DISTANCE OF 179.44 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 69°59'00" EAST A DISTANCE OF 114.59 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 1,196.28 FEET THRU AN ANGLE OF 10°  
A DISTANCE OF 208.79 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 59°59'00" EAST A DISTANCE OF 31.56 FEET;  
THENCE SOUTH 30°01'00" WEST A DISTANCE OF 50 FEET, MORE OR LESS, TO THE NORTH  
BANK OF STEAMBOAT SLOUGH;  
THENCE WESTERLY ALONG THE NORTH BANK OF STEAMBOAT SLOUGH A DISTANCE OF 2,185  
FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY  
COMPANY'S RIGHT-OF-WAY;  
THENCE NORTH 9°27'00" EAST ALONG THE EASTERLY LINE OF THE GREAT NORTHERN  
RAILWAY COMPANY'S RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING;

EXCEPT THEREFROM, A TRACT OF LAND LYING BETWEEN A LINE DRAWN 50 FEET WESTERLY  
OF AND PARALLEL WITH THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1, MARYSVILLE  
TO EVERETT, ACCORDING TO THE PLAN APPROVED SEPTEMBER 17, 1923 AND A LINE  
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 497+00 AND 75 FEET  
EASTERLY FROM THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1 (SR 5). SNOHOMISH  
RIVER TO MARYSVILLE;  
THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 498+50 AND  
180 FEET EASTERLY THEREFROM;  
THENCE NORTHERLY PARALLEL TO SAID CENTER LINE, TO A POINT OPPOSITE HIGHWAY  
ENGINEER'S STATION 500+00 AND THE END OF THIS LINE DESCRIPTION;

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER RECORDING  
NUMBER 200912300832.

PARCEL C:

ALL THAT PORTION OF GOVERNMENT LOT 9, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5  
EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 20+00 AND 150 FEET  
SOUTHWESTERLY THEREFROM, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY, TO  
THE LL CENTER LINE OF PRIMARY STATE HIGHWAY NO. (SR 5), UNION SLOUGH NORTH  
ACCORDING TO THE PLAN APPROVED JULY 10, 1951;  
THENCE NORTHERLY PARALLEL TO SAID LL CENTER LINE TO A POINT OPPOSITE EXISTING  
HIGHWAY ENGINEER'S STATION 25+75;

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**EXHIBIT "A"**  
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THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LL CENTER LINE TO A POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 50 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 33;  
THENCE SOUTHERLY, PARALLEL TO THE WESTERLY LINE OF SAID SECTION 33 TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 20+00 WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY, TO SAID LL CENTER LINE;  
THENCE NORTHEASTERLY TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 200912300832.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL MAP

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**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. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Marysville.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax applicable to a sale prior to 1/1/2020, is 1.78%.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;  
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;  
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;  
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

7. 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: **Whitehorse Ventures, 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.

8. Right, title and interest of **Whitehorse Ventures, L.L.C.** as disclosed by the application for title insurance.
9. If a work of improvement is contemplated, no work is to be commenced or materials delivered to the Land the subject of this transaction prior to the recordation of the loan documents. If work is commenced or materials delivered, the Company reserves the right to add additional items or make further requirements and the closing may be delayed.
10. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested instructions prior to recording the documents or issuing any requested endorsement.

The Company also reserves the right to charge any applicable additional fees for any endorsement requested.

**END OF REQUIREMENTS**

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

**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: 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.

Note C: The amount of coverage was not furnished in the application for title insurance. When disclosed, the premium will be adjusted accordingly.

Note D: The Public Records indicate that the address of the improvement located on said Land is as follows:  
  
Marysville, WA 98270

Note E: If a new Deed of Trust is to be recorded and the following company is to be appointed Trustee, the correct name is Fidelity National Title Company of Washington, Inc.

Note F: 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:

PTN W 1/2 33-30-5

Tax Account No.: 300533 002 038 00, 300533 002 004 00, 300533 003 001 00 and 300533 003 004 00

Note G: Prior to closing please contact your Title Officer for current courier and/or accommodation fees which may be charged for recording runs.

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- 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. 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.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

SPECIAL EXCEPTIONS

1. 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.: 300533 002 004 00  
Levy Code: 00511  
Assessed Value-Land: \$2,316,300.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$21,180.25  
Paid: \$21,180.25  
Unpaid: \$0.00  
Affects: Portion of Parcel A

2. 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.: 300533 003 001 00  
Levy Code: 00511  
Assessed Value-Land: \$5,000.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$54.34  
Paid: \$54.34  
Unpaid: \$0.00  
Affects: Remainder of Parcel A

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

3. 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.: 300533 003 004 00  
Levy Code: 00511  
Assessed Value-Land: \$600.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$12.57  
Paid: \$12.57  
Unpaid: \$0.00  
Affects: Parcel B

4. 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.: 300533 002 038 00  
Levy Code: 00511  
Assessed Value-Land: \$700.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$13.53  
Paid: \$13.53  
Unpaid: \$0.00  
Affects: Parcel C

5. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year. The personal property advance tax request has been provided along with this commitment. The form is also available at: <http://assessor.snoco.org>

PLEASE NOTE: The Snohomish County Treasurer will not process any conveyance document on any property where they determine personal property taxes are due or advance taxes required, without the payment of those taxes. This process must be completed before the proposed deed or any quit claim deed is presented for recordation.

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The Pacific Telephone and Telegraph Company  
Purpose: Poles  
Recording Date: August 16, 1912  
Recording No.: 181305  
Affects: Portion of said premises
7. Agreement and the terms and conditions thereof:
- Recording Date: December 28, 1921  
Recording No.: 292679
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Puget Sound Power and Light Company  
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances  
Recording Date: December 31, 1930  
Recording No: 492520  
Affects: Portion of said premises
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The Pacific Telephone and Telegraph Company  
Purpose: Telephone and Telegraph Lines or other Signal Communication  
Recording Date: April 15, 1952  
Recording No.: 1023723  
Affects: Portion of said premises
10. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said Land and the highway or highways to be constructed on lands conveyed by Deed:
- To: State of Washington  
Dated: June 4, 1952  
Recording Date: January 20, 1953  
Recording No.: 1050824  
Affects: Portion of said premises

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

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

Purpose: Road  
Recording Date: September 10, 1953  
Recording No.: 1073234  
Affects: Portion of said premises

Said Easement corrected by instrument recorded March 11, 1955 under recording number 1135111.

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

Granted to: Washington Natural Gas Company  
Purpose: Gas Pipeline  
Recording Date: November 5, 1957  
Recording No.: 1259434  
Affects: Portion of said premises

13. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said Land and the highways constructed on lands condemned by proceedings under Snohomish County Superior Court

Cause No.: SCC 82943  
By: State of Washington  
Affects: Portion of said premises

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

Granted to: Tulalip Tribes  
Purpose: Ingress and Egress  
Cause No.: SCC 108571  
Affects: Portion of said premises

15. Agreement and the terms and conditions thereof:

Recording Date: September 13, 1988  
Recording No.: 8809130346

Amended by instrument(s): Assignment of Agreement  
Recording Date: March 5, 1997  
Recording No: 9703050511  
Affects: Portion of said premises

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

16. Quit Claim Deed and the terms and conditions thereof:
- Recording Date: July 3, 1990  
Recording No.: 9007030535
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Marysville  
Purpose: Effluent Transfer Pipeline  
Recording Date: August 8, 2003  
Recording No.: 200308080682  
Affects: Portion of Parcel A
18. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said Land and the highway or highways to be constructed on lands conveyed by Deed:
- To: State of Washington  
Dated: October 2, 2009  
Recording Date: December 30, 2009  
Recording No.: 200912300832  
Affects: Portion of said premises
19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: State of Washington Department of Transportation  
Recording Date: December 30, 2009  
Recording No.: 200912300833  
Affects: Portion of said premises
20. A deed of trust to secure an indebtedness in the amount shown below
- Amount: \$927,582.71  
Dated: September 3, 2014  
Trustor/Grantor: Whitehorse Ventures, L.L.C., a Washington limited liability company  
Trustee: First American Title Insurance Company  
Beneficiary: Columbia State Bank  
Recording Date: September 5, 2014  
Recording No.: 201409050356

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

21. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein:

Assigned to: Columbia State Bank  
Assigned By: Whitehorse Ventures, L.L.C., a Washington limited liability company  
Recording Date: September 5, 2014  
Recording No.: 201409050357

22. A deed of trust to secure an indebtedness in the amount shown below

Amount: \$2,242,500.00  
Dated: May 4, 2015  
Trustor/Grantor: Whitehorse Ventures, L.L.C., a Washington limited liability company  
Trustee: Fidelity National Title Insurance Company  
Beneficiary: Columbia State Bank  
Recording Date: May 8, 2015  
Recording No.: 201505080579

23. Subordination Agreement and the terms and conditions thereof:

Recording Date: May 8, 2015  
Recording No.: 201505080588

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

Granted to: State of Washington, acting by and through its Department of Transportation  
Purpose: Temporary Easement  
Recording Date: October 4, 2018  
Recording No.: 201810040362  
Affects: Portion of said premises

25. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.

26. 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.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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(continued)

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**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.



Inquire before you wire!

## 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>

**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.

**Browsing Information.** 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**

**Cookies.** 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.

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

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** 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.

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

**For Nevada Residents:** 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.

**For Oregon Residents:** 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.



For Vermont Residents: 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 not 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 [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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