



**Fidelity National Title®**  
Insurance Company

**Exhibit 5**

600 University St., Suite 2424  
Seattle, WA 98101  
Phone: (206) 628-2822  
Fax: (206) 262-6292

## 2<sup>nd</sup> COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Fidelity National Title Company of Washington, Inc.  
as Agent for Fidelity National Title Insurance Company**

Fidelity National Title Company of Washington, Inc. as agent for Fidelity National 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 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.

IN WITNESS WHEREOF, Fidelity National Title Company of Washington, Inc. as agent for Fidelity National 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.

Countersigned by:

John W. Jones, Senior Vice President

Kerry Wise, Chief Commercial Title Officer

Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary



# Fidelity National Title of Washington, Inc.

## SCHEDULE A

Name and Address of Title Insurance Company: **Fidelity National Title of Washington, Inc.**  
**600 University St., Suite 2424**  
**Seattle, WA 98101**

Title Officer: **Marc Wise**

Escrow No.: **20375847-410-MP2**

1. Effective Date: **May 15, 2018 at 8:00 A.M.**

2. Policy or Policies to be issued:

**ALTA 2006 Standard Owner's Policy Short Term Rate**

**Proposed Insured: Gramor Development Washington LLC, a Washington limited liability company**

<b>Amount:</b>	<b>\$1,850,000.00</b>
<b>Premium:</b>	<b>\$3,228.00</b>
<b>Tax:</b>	<b>\$ 326.03</b>
<b>Total:</b>	<b>\$3,554.03</b>

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

**A FEE**

4. Title to the FEE SIMPLE estate or interest in the land is at the Effective Date [vested in](#):

**Amsberry Property, 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.**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL A:**

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE NORTH ALONG THE WEST LINE THEREOF 272 FEET;  
THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SUBDIVISION TO THE WESTERLY MARGIN OF PACIFIC HIGHWAY;  
THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER [9207130651](#).

**PARCEL B:**

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL "X" LYING WESTERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 238+89.38 ON THE SR 527 LINE SURVEY OF SR 527, 15TH AVE. S.E. VIC. TO 164TH ST. S.E. VIC. AND 42 FEET WESTERLY THEREFROM;  
THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 746.2 FEET TO A POINT OPPOSITE HES 242+07.57 ON SAID LINE SURVEY AND 60.56 FEET WESTERLY THEREFROM;  
THENCE EASTERLY TO A POINT OPPOSITE HES 242+03.49 ON SAID LINE SURVEY AND 48 FEET WESTERLY THEREFROM;  
THENCE NORTHWESTERLY PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE HES 243+30.00;  
THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 746.2 FEET TO A POINT OPPOSITE HES 243+40.90 ON SAID LINE SURVEY AND 46.36 FEET WESTERLY THEREFROM;  
THENCE NORTHERLY TO A POINT OPPOSITE HES 243+49.51 ON SAID LINE SURVEY AND 45 FEET WESTERLY THEREFROM;  
THENCE NORTHERLY PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE HES 245+80 AND THE END OF THIS LINE DESCRIPTION.

**PARCEL "X":**

THAT PORTION OF THE SOUTH 272 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON LYING WITHIN THE RIGHT OF WAY OF STATE ROUTE 527 AS IT EXISTED PRIOR TO SEPTEMBER 13, 1991;

ALL SITUATE IN THE CITY OF MILL CREEK, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

[PARCEL MAP](#)

## **SCHEDULE B – SECTION I**

### **REQUIREMENTS**

1. INSTRUMENTS NECESSARY TO CREATE THE ESTATE OR INTEREST MUST BE PROPERLY EXECUTED, DELIVERED AND DULY FILED FOR THE RECORD.
2. PAYMENT TO OR FOR THE ACCOUNT OF THE GRANTORS OR MORTGAGORS OF THE FULL CONSIDERATION FOR THE ESTATE OR INTEREST TO BE INSURED.

**SCHEDULE B OF THIS 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 THE 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 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 REGULATION, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING EASEMENT 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.

### **END OF SCHEDULE B – SECTION I**

**SCHEDULE B – SECTION II****EXCEPTIONS**

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:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW CHAPTER 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE TAX RATE FOR SAID PROPERTY IS 1.78% .

FOR ALL TRANSACTIONS RECORDED ON OR AFTER JULY 1, 2005:

- A FEE OF \$10.00 WILL BE CHARGED ON ALL EXEMPT TRANSACTIONS;
- A FEE OF \$5.00 WILL BE CHARGED ON ALL TAXABLE TRANSACTIONS IN ADDITION TO THE EXCISE TAX DUE;

2. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY: (1ST HALF PAID; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.:	270507 004 013 00		
YEAR	BILLED	PAID	BALANCE
2018	\$12,429.87	\$6,214.93	\$6,214.94

TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY: \$6,214.94.

LEVY CODE:	00520
ASSESSED VALUE LAND:	\$829,900.00
ASSESSED VALUE IMPROVEMENTS:	\$79,400.00

3. LIABILITY, IF ANY, FOR PERSONAL PROPERTY TAXES PURSUANT TO R.C.W. 84.56.070 WHEREIN NO CONVEYANCE CAN BE MADE WITHOUT PREPAYMENT OF SAID TAX, INCLUDING ADVANCE TAX. ALL QUESTIONS SHOULD BE DIRECTED TO THE SNOHOMISH COUNTY PERSONAL PROPERTY TAX DEPARTMENT AT (425) 388-3350, (425) 388-3307 OR (425) 388-3301

4. LIABILITY FOR SEWER TREATMENT CAPACITY CHARGES, IF ANY, AFFECTING CERTAIN AREAS OF KING, PIERCE AND SNOHOMISH COUNTIES. SAID CHARGES COULD APPLY TO PROPERTY CONNECTING TO THE METROPOLITAN SEWERAGE FACILITIES OR RECONNECTING OR CHANGING ITS USE AND/OR STRUCTURE AFTER FEBRUARY 1, 1990.

PLEASE CONTACT THE KING COUNTY WASTEWATER TREATMENT DIVISION, CAPACITY CHARGE PROGRAM, FOR FURTHER INFORMATION AT 206-296-1450 OR FAX NO. 206-263-6823 OR EMAIL AT [CAPCHARGEESCROW@KINGCOUNTY.GOV](mailto:CAPCHARGEESCROW@KINGCOUNTY.GOV)

\* A MAP SHOWING SEWER SERVICE AREA BOUNDARIES AND INCORPORATED AREAS CAN BE FOUND AT:

[HTTP://AQUA.KINGCOUNTY.GOV/GIS/WEB/WEB/VMC/UTILITIES/SERVAREA\\_CITIES.PDF](http://AQUA.KINGCOUNTY.GOV/GIS/WEB/WEB/VMC/UTILITIES/SERVAREA_CITIES.PDF)

UNRECORDED SEWER CAPACITY CHARGES ARE NOT A LIEN ON TITLE TO THE LAND.

NOTE: THIS EXCEPTION WILL NOT APPEAR IN THE POLICY TO BE ISSUED.

**SCHEDULE B – Section II**  
**(Continued)**

5. EASEMENT DEED AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: ALDERWOOD WATER DISTRICT  
 PURPOSE: WATER LINE  
 AREA AFFECTED: A PORTION OF SAID PREMISES  
 RECORDED: JULY 24, 1969  
 RECORDING NO.: [2104945](#)

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY  
 PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE  
 AREA AFFECTED: A PORTION OF SAID PREMISES  
 RECORDED: JUNE 26, 1979  
 RECORDING NO.: [7906260206](#)

7. EASEMENT FOR UNDERGROUND AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY  
 PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE  
 AREA AFFECTED: A PORTION OF SAID PREMISES  
 RECORDED: SEPTEMBER 18, 1979  
 RECORDING NO.: [7909180264](#)

8. OBLIGATION TO MAINTAIN ROAD APPROACHES AS CONTAINED IN DEED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER [9207130651](#).

9. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: AMSBERRY PROPERTY, LLC  
 TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
 BENEFICIARY: FIRST-CITIZENS BANK & TRUST COMPANY  
 ORIGINAL AMOUNT: \$575,000.00  
 DATED: APRIL 14, 2015  
 RECORDED: APRIL 15, 2015  
 RECORDING NO.: [201504150610](#)

10. ASSIGNMENT OF RENTS AND THE TERMS AND CONDITIONS THEREOF:

ASSIGNOR: AMSBERRY PROPERTY, LLC  
 ASSIGNEE: FIRST-CITIZENS BANK & TRUST COMPANY  
 DATED: APRIL 14, 2015  
 RECORDED: APRIL 15, 2015  
 RECORDING NO.: [201504150611](#)

**SCHEDULE B – Section II**  
**(Continued)**

11. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: AMSBERRY PROPERTY, LLC  
 TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
 BENEFICIARY: FIRST-CITIZENS BANK & TRUST COMPANY  
 ORIGINAL AMOUNT: \$340,000.00  
 DATED: JUNE 18, 2015  
 RECORDED: JUNE 23, 2015  
 RECORDING NO.: [201506230465](#)

12. ASSIGNMENT OF RENTS AND THE TERMS AND CONDITIONS THEREOF:

ASSIGNOR: AMSBERRY PROPERTY, LLC  
 ASSIGNEE: FIRST-CITIZENS BANK & TRUST COMPANY  
 DATED: JUNE 18, 2015  
 RECORDED: JUNE 23, 2015  
 RECORDING NO.: [201506230565](#)

13. UNRECORDED LEASE:

LESSOR: AMSBERRY PROPERTY, LLC  
 LESSEE: LIL'S SPROUT NURSERY AND GARDEN CENTER, LLC  
 DATE: OCTOBER 18, 2013  
 DISCLOSED BY: SUBORDINATION, ESTOPPEL, NONDISTURBANCE AND ATTORNMENT  
 AGREEMENT RECORDED UNDER RECORDING NUMBER [201504150612](#)

14. UNRECORDED LEASEHOLDS, IF ANY; RIGHTS 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 TERM.

15. MATTERS SET FORTH BY SURVEY:

RECORDED: MAY 26, 1993  
 RECORDING NO.: [9305265005](#)

16. MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHTS OF PARTIES IN POSSESSION, AND UNRECORDED LIEN RIGHTS FOR LABOR AND MATERIAL, IF ANY.

**END OF SCHEDULE B – SECTION II**

## NOTES

- NOTE 1: 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 2: WE ARE INFORMED THAT AMSBERRY PROPERTY, LLC IS A LIMITED LIABILITY COMPANY (LLC). A COPY OF THE DUPLICATE ORIGINAL OF THE FILED LLC CERTIFICATE OF FORMATION, THE LLC AGREEMENT, AND ALL SUBSEQUENT MODIFICATIONS OR AMENDMENTS MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.
- NOTE 3: ANY CONVEYANCE OR MORTGAGE BY AMSBERRY PROPERTY, LLC, A LIMITED LIABILITY COMPANY (LLC), MUST BE EXECUTED BY ALL THE MEMBERS, OR EVIDENCE SUBMITTED THAT CERTAIN DESIGNATED MEMBERS OR MANAGERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.
- NOTE 4: ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, THE PROPOSED INSURED IS GRAMOR DEVELOPMENT WASHINGTON LLC, A WASHINGTON LIMITED LIABILITY COMPANY. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY(IES).
- NOTE 5: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:
- COMMERCIAL/INDUSTRIAL STRUCTURE(S)
- KNOWN AS:  
17414 STATE RT 527  
MILL CREEK, WA 98036
- NOTE 6: IF YOU WOULD LIKE THE COMPANY TO ACT AS TRUSTEE IN THE PROPOSED DEED OF TRUST, PLEASE NOTE THAT "FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC. FIDELITY NATIONAL TITLE OF WASHINGTON, INC." MAY ACT AS TRUSTEE OF A DEED OF TRUST UNDER RCW 61.24.010(1).
- NOTE 7: THE COMPANY REQUIRES THE PROPOSED INSURED TO VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED IN THIS TRANSACTION. THE DESCRIPTION OF THE LAND MAY BE INCORRECT, IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE INFORMATION. NOTIFY THE COMPANY WELL BEFORE CLOSING IF CHANGES ARE NECESSARY. CLOSING INSTRUCTIONS MUST INDICATE THAT THE LEGAL DESCRIPTION HAS BEEN REVIEWED AND APPROVED BY ALL PARTIES.
- NOTE 8: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.
- PTN NW/SE 7-27-5
- NOTE 9: IN THE EVENT THAT THE COMMITMENT JACKET IS NOT ATTACHED HERETO, ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN SAID JACKET ARE INCORPORATED HEREIN. THE COMMITMENT JACKET IS AVAILABLE FOR INSPECTION AT ANY COMPANY OFFICE.



**NOTES**  
**(Continued)**

- NOTE 10: THE POLICY(S) OF INSURANCE MAY CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION.
- NOTE 11: 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**

## 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/>.

## **FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE**

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 and 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 and 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 share 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