Issued By:



Commitment Number:

611020738

FIDELITY NATIONAL TITLE COMPANY, a Washington 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 ninety (90) days 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 INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Fidelity National Title Insurance Company** 

Dated: December 7, 2011

Countersigned By:

Authorized Officer or Agent

By:

Attest:

Secretary

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Adopted: 06.17.2006



# **SCHEDULE A**

## **ORDER NO. 611020738**

| ISSUING OFFICE:   | FOR SETTLEMENT INQUIRIES, CONTACT:   |
|---|--|
| Title Officer: Terry Sarver Fidelity National Title Company 5006 Center Street, Suite J Tacoma, WA 98409 Main Phone: (253)272-4070 Email: Unit2@fnf.com | Escrow Officer: Sandy Eldore Fidelity National Title Company 11201 88th Ave. E, Suite 220 Puyallup, WA 98373 Phone: (253)446-3648 Fax: (253)435-5797 Main Phone: (253)435-8787 Email: sandy.eldore@fnf.com |

- 1. EFFECTIVE DATE: December 7, 2011, 08:00AM
- POLICY OR (POLICIES) TO BE ISSUED:

a. ALTA Homeowner's Policy of Title Insurance 2008

Joungim Lee Proposed Insured: Policy Amount: \$235,000.00

Premium: 725.00 \$ Tax: 67.43

Rate: Homeowner's Combination Rate Discount(s):

\$ Total: 792.43

b. ALTA Loan Policy 2006

Proposed Insured: All Cash, its successors and/or assigns as their respective interests may appear.

Policy Amount: To Be Determined

Premium: To Be Determined Tax: To Be Determined

Rate: Lender Simultaneous Extended

Total: To Be Determined

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS:

Fee Simple

TITLE TO THE Fee Simple ESTATE OR INTEREST IN LAND IS AT THE EFFECTIVE DATE VESTED IN:

Adopted: 06.17.2006

Bank of America, National Association

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**COMMITMENT NO.: 611020738** 

# **SCHEDULE A**

(continued)

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

For APN/Parcel ID(s): 335850 0974 03

LOT 3B, MERCER ISLAND SHORT PLAT NUMBER MI-82-04-09, RECORDED UNDER RECORDING NUMBER 8310249004, BEING A PORTION OF: TRACT 596, CD. HILLMAN'S SEA SHORE-LAKE FRONT- GARDEN OF EDEN ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON; TOGETHER WITH AN UNDIVIDED INTEREST IN A PRIVATE ROAD AND UTILITY TRACT AS DELNEATED ON THE FACE OF SAID SHORT PLAT.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ABBREVIATED LEGAL: LOT 3B, MERCER ISLAND SHORT PLAT REC NO. 8310249004

**END OF SCHEDULE A** 

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Commitment No.: 611020738

**COMMITMENT NO.: 611020738** 

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 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.

SPECIAL EXCEPTIONS

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**COMMITMENT NO.: 611020738** 

(continued)

1. Payment of the real estate excise tax, if required.

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

Present rate of real estate excise tax as of the date herein is 1.78%.

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.

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: 2011

Tax Account No.: 335850 0974 03

Levy Code: 1031

Assessed Value-Land: \$534,000.00

Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$4,590.04

Paid: \$2,295.02 Unpaid: \$2,295.02

Name: Tax Remittance - King County

To expedite payment of your taxes, you may mail the payment direct to:

King County Treasurer 500 4th Ave, Room 600 Seattle, WA 98104

- 3. It appears that improvements are located on the Land but are not presently assessed. Supplemental taxes may appear on future tax rolls.
- 4. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 5. Right of any party interested to sue or petition to have set aside, modified or contest a judicial or non-judicial foreclosure or forfeiture, or any deed pursuant hereto, through which title to the Land is derived; and any liens, encumbrances and/or ownership interests which may exist as a result of any acts or omissions of the foreclosing parties, or as a result of such suit or petition.

Note: The Company may be willing to remove this exception upon a conveyance to a bona fide purchaser for fair market value. Please contact your title officer for further information.

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**COMMITMENT NO.: 611020738** 

(continued)

- 6. The transaction vesting the Title as shown in Schedule A being subject to a condition prohibiting the transfer of the Title within 30 days after Date of Policy, as disclosed to the Company in writing.
- 7. To provide an extended coverage lender's policy, general exceptions A through D may be eliminated or limited after an inspection of the Land and/or review of the survey, if required, is completed.
- 8. In the event matters are discovered during the closing process which would otherwise be insured by the Covered Risks included in the policy, the Company may limit or delete insurance provided by the affected Covered Risk. In such event, a supplemental will be issued prior to closing. General Exceptions A through H will not appear in the ALTA Homeowner's Policy.
- 9. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Bank of America, National Association

- a. A Copy of the corporation By-laws and Articles of Incorporation.
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein.
- c. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent.

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

10. If the proposed insured is a married person or member of a registered domestic partnership acquiring title as his/her separate estate, the Company will require a Deed be executed by the spouse or registered domestic partner of the proposed insured to establish separate property.

A deed from the spouse or registered domestic partner will not eliminate the requirement that both spouses or registered domestic partners execute any new monetary encumbrances to comply with the automatic homestead provisions of RCW 6.13.060 if both spouses or registered domestic partners intend to reside on the Land.

11. EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED/RESERVED/

**DISCLOSED/CONTAINED BY INSTRUMENTS:** 

Recorded: November 20, 1970 and January 31, 1975

Recording Nos.: 6716309 and 7501310235

Purpose: Utilities

Affects: Northerly and Easterly portions of said premises

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**COMMITMENT NO.: 611020738** 

(continued)

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

Purpose: sanitary sewer and storm sewer

Recording Date: October 30, 1986 Recording No.: 8610301283

Affects: southerly 115 feet of west 10 feet and southerly 10 feet

STORM WATER EASEMENT AND MAINTENANCE AGREEMENT, AND THE TERMS AND CONDITIONS

THEREOF:

Recorded: March 27, 1987 Recording No. : 8703271547

14. STORM SEWER EASEMENT AND MAINTENANCE AGREEMENT, AND THE TERMS AND CONDITIONS

THEREOF:

Recorded: July 24, 1987 Recording No. : 8707241458

EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED/RESERVED/

**DISCLOSED/CONTAINED BY INSTRUMENT:** 

Recorded: July 24, 1987 Recording No.: 8707241459

In Favor Of: Puget Sound Power & Light Company

Purpose: Electric transmission and/or distribution system

Affects: The Southerly 10 feet of said premises, being parallel with and adjoining the private road

and utility tract shown on said Short Plat

16. COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS, EASEMENTS, NOTES, DEDICATONS AND SETBACKS, IF ANY CONTAINED IN OR DELINEATED ON DECLARATION OF BOUNDARY LINE REVISION RECORDED UNDER RECORDING NO. 8112039002.

17. COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS AND EASEMENTS CONTAINED IN DECLARATION

OF SHORT PLAT:

Recorded: October 24, 1983 Recording No.: 8310249004

## **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.

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(continued)

Note A: Effective October 12, 2010, Fidelity National Title offices in Pierce, King and Snohomish Counties have a flat recording fee for residential sale and refinance transactions that involve an escrow.

**COMMITMENT NO.: 611020738** 

Residential Sale Recording fee: \$166.00

Residential Refinance Recording Fee: \$94.00

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

The RESPA Rule to Simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs includes the provision for average charges, allowing settlement service providers to establish an average recording fee. Divide the average charge between the buyer and seller as per contract or local custom. The average charge is applied regardless of the number of documents recorded in the transaction, the number of pages in each document or the actual recording charges. If your transaction is not a residential loan or sale with a new loan, please contact your title provider for actual recording charges.

Note B:

Fidelity National Title Co., 3500 188th St SW #300, Lynnwood, WA 98037

Cutoff time for recording release in King County is 2:00 PM, any release after 2:00 PM will record the following day.

Cutoff time for recording release in Snohomish County is 1:00 PM, any release after 1:00 PM will record the following day.

Note C: As part of Fidelity National Title Company's commitment to the environment, we encourage the paperless distribution of our products whenever possible. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically.

Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing unit2@fnf.com. Hard copy versions may be issued upon request.

Note D: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Seaside Trustee of Washington, Inc.
Grantee: Bank of America, National Association

Recording Date: January 21, 2011 Recording No.: 20110121000098

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(continued)

Not F: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

**COMMITMENT NO.: 611020738** 

Note G: The Public Records indicate that the address on said Land is as follows:

81 West Mercer Way Mercer Island, WA 98040 vacant land

Note H: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancsery or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

Note I: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitral matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

## Note J: 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:

Lot(s): 3B Mercer Island Short Plat No. MI-82-04-09 RN 8310249004 Tax/Map ID(s):

Tax Account No.: 335850 0974 03

Note K: The title company requires that the deed conveying title from the REO owner to the proposed insured be a statutory warranty deed, special warranty deed or bargain and sale deed.

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(continued)

Note L: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner's Policy of Title Insurance For a One-to-Four Family Residence (1/1/08) include certain deductibles and maximum dollar limits to coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

|                  | Your Deductible Amount:                             | Our Maximum<br>Dollar Limit: |
|------------------|---|------------------------------|
| Covered Risk 16: | 1% of Policy Amount, or \$2,500 (whichever is less) | \$10,000                     |
| Covered Risk 18: | 1% of Policy Amount, or \$5,000 (whichever is less) | \$25,000                     |
| Covered Risk 19: | 1% of Policy Amount, or \$5,000 (whichever is less) | \$25,000                     |
| Covered Risk 21: | 1% of Policy Amount, or \$2,500 (whichever is less) | \$5,000                      |

**END OF NOTES** 

**END OF SCHEDULE B** 

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Adopted: 06.17.2006



**COMMITMENT NO.: 611020738** 

# **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 Two Million And No/100 Dollars (\$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 <a href="http://www.alta.org">http://www.alta.org</a>.

#### **END OF CONDITIONS**

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Adopted: 06.17.2006



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WA-FT-FTMA-01530.610008-611020738

**COMMITMENT NO.: 611020738** 



5006 Center Street, Suite J Tacoma, WA 98409

Phone: (253)272-4070 / Fax: (253)272-3547

Order No.: 611020738-U2
Property: 8114 W Mercer Way
Mercer Island, WA 98040

| SELLER(S)  |   |  |
|--|---|--|
| Single Source  |   |  |
| BUYER/BORROWER(S)  |   |  |
| Joungim Lee  |   |  |
| LISTING AGENT  |   |  |
| Metropolitan Realty Group<br>12900 N.E. 180th Street, Suite 120<br>Bothell, WA 98011<br>Phone: 8889409777<br>Fax: 2067839444         | Main Contact: Justin Cicero Phone: (888)940-9777 Fax: (206)783-9444 Email: justinc@metrorgi.com   |  |
| SELLING AGENT  |   |  |
| New Star Realty and Investment<br>3411 184th St SW, #190<br>Lynnwood, WA 98037<br><b>Phone:</b> 4252484999<br><b>Fax:</b> 4252484994 | Main Contact:       Jin An         Phone:       (206)384-3318         Fax:       (425)248-4594         Email:       jinny7535@gmail.com |  |
| LENDER   |   |  |
| All Cash  Phone:   |   |  |
| Fax:   |   |  |
| ESCROW   |   |  |
| Fidelity National Title Company 11201 88th Ave. E, Suite 220 Puyallup, WA 98373 Phone: (253)435-8787 Fax: (253)435-5797              | Escrow Officer: Sandy Eldore Phone: (253)446-3648 Fax: (253)435-5797 Email: sandy.eldore@fnf.com  |  |

Thank You for specifying Fidelity National Title Company Your transaction is important to us.

# **EXHIBIT A**

Order No.: 611020738

For APN/Parcel ID(s): 335850 0974 03

LOT 3B, MERCER ISLAND SHORT PLAT NUMBER MI-82-04-09, RECORDED UNDER RECORDING NUMBER 8310249004, BEING A PORTION OF: TRACT 596, CD. HILLMAN'S SEA SHORE-LAKE FRONT- GARDEN OF EDEN ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON; TOGETHER WITH AN UNDIVIDED INTEREST IN A PRIVATE ROAD AND UTILITY TRACT AS DELNEATED ON THE FACE OF SAID SHORT PLAT.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ABBREVIATED LEGAL: LOT 3B, MERCER ISLAND SHORT PLAT REC NO. 8310249004

# 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.

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## PRIVACY STATEMENT

Effective Date: May 1, 2008

Order No.: 611020738--SE

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

## PERSONAL INFORMATION COLLECTED

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as
  information concerning your policy, premiums, payment history, information about your home or other real
  property, information from lenders and other third parties involved in such transaction, account balances, and
  credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

#### DISCLOSURE OF PERSONAL INFORMATION

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services
  you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation,
  or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title
  whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

# PRIVACY STATEMENT

Effective Date: May 1, 2008 (continued)

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

#### Disclosure to Affiliated Companies:

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

# Disclosure to Nonaffiliated Third Parties:

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

## CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

# ACCESS TO PERSONAL INFORMATION / REQUESTS FOR CORRECTION, AMENDMENT, OR DELETION OF PERSONAL INFORMATION

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, <u>FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.</u>

For your protection, <u>all requests made under this section must be in writing and must include your notarized signature to establish your identity</u>. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL 32204

## **CHANGES TO THIS PRIVACY STATEMENT**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.