



Lawyers Title of Oregon, LLC
Lake Oswego Branch
6000 Meadows Road, Suite 100
Lake Oswego, OR 97035
503-968-1082 FAX 503-968-1852

Lawyers Title
6000 Meadows Rd. Suite 100
Lake Oswego, OR 97035

Date Prepared: March 27, 2014

PRELIMINARY TITLE REPORT FOR ISSUING TITLE INSURANCE

Parties: Estate of Gerald J. Fitch to Smith
File Number: 87F0916249
Property Address:

22810 SW Main Street
Sherwood, OR 97140

LAWYERS TITLE OF OREGON, LLC is prepared to issue title insurance, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by Fidelity National Title Insurance Company and shall become null and void unless a policy is issued and the full premium paid.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

Thank you for placing the order with us.

If you need assistance with this report, please contact:

Escrow Officer: Vicki Gillespie, 503-968-1082 Fax: 877-636-4456
E-mail: vgillespie@ltic.com

Title Officer: Bob Pettijohn, Phone: 503-553-5672 Fax: 877-638-9520
E-mail: rpettijohn@ltic.com

SCHEDULE A

1. The effective date of this preliminary title report is 5:00 P.M. on

March 19, 2014

2. The policies and endorsements to be insured and the related charges are:

Policy/Endorsement Description	Liability	Charge
ALTA 2006 Standard Owner's Policy	\$850,000.00	\$1,875.00
TOTAL OWNERS POLICY CHARGES		\$1,875.00
PROPOSED INSURED: Owner's Policy Jeff Smith		

Local Govt. Lien Search Charge	\$100.00
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3. Title to the land described herein is vested in:

The Heirs at Law and/or devisees of Gerald James Fitch, deceased

The estate or interest in land is:

Fee Simple

4. The land referred to in this report is described as follows:

SEE ATTACHED EXHIBIT "A"

Exhibit "A"

PARCEL I:

A tract of land in Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land conveyed to the Oregon and California Railway Company by Deed recorded in Book 43, Page 462 Deed Records of Washington County, Oregon; said point also being South 42° 30' East, 172 feet from the Southeast corner of Block 3, TOWN OF SHERWOOD; thence North 47-3/4° East along the South line of said Railway Company tract 120 feet more or less to a point on the West line of land formerly owned by Edgar Poppleton; thence Southerly along the West line of said Poppleton tract, 90 feet to the Northeast corner of that certain tract of land conveyed to A. E. Denley, et ux, by Deed recorded November 14, 1949 in Book 301, Page 30, Deed Records, Washington County, Oregon; thence Southwesterly along the North line of said Denley tract 120 feet more or less to a point on the East line of a county road; thence North along the East line of said county road 90 feet to the point of beginning.

PARCEL II:

Beginning at a point South 42° 30' East, 172 feet, thence South 10° East 90 feet from the Southeast corner of Block 3, of TOWN OF SHERWOOD, Section 32, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, as the point of beginning; thence North 47° 30' East, 113 feet; thence South 11° 44' East, 340.5 feet; thence South 64° 3' East, 89 feet; thence North 23° 7' West, 125.5 feet to the point of beginning.

EXCEPTING THEREFROM that parcel of property conveyed by A. E. Denley and Dora Denley, husband and wife, to Gerald Fitch by a Deed dated July 28, 1971, and recorded at Book 830, Page 639, Deed Records of Washington County, Oregon.

PARCEL III:

A tract of land in Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, described as follows:

Beginning at an old iron pipe at the recognized Southeasterly corner of the tract of land conveyed to A.E. Denley, et ux, as described on Page 30 of Book 301, Washington County Deed Records, said iron pipe being also the Northeasterly corner of Lot 33, CITY VIEW ADDITION, Washington County, Oregon; thence Northwesterly along the Easterly line of said Denley tract, 191.70 feet to a point; thence Southwesterly to a point on the Westerly line of said Denley tract, 110.0 feet Southeasterly from the Northwesterly corner thereof; thence Southerly along said Westerly line, 212.70 feet, more or less, to an old iron pipe at the recognized Southwesterly corner of said Denley tract, being also the Northwesterly corner of said Lot 33; thence Northeasterly along the Northerly line of said lot, being also the recognized Southerly line of said Denley tract, 140.0 feet, more or less, to the point of beginning.

PARCEL IV

Lots 6, 7 and 8, CITY VIEW ADDITION, in the City of Sherwood, County of Washington and

State of Oregon.

SCHEDULE B

Except for the items properly cleared through closing, the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

STANDARD EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements, or encumbrances not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to lien, for unemployment taxes, workmen's compensation, services, labor, equipment rental or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:

6. Unpaid taxes for the year 2013-14
Original Amount : \$2,167.47
Unpaid Balance: : \$ 722.49, plus interest
Account No. : R556446; Levy Code: 088.30; Map 2S132BD-04600
Affects Parcel I
7. Unpaid taxes for the year 2013-14
Original Amount : \$2,561.52
Unpaid Balance: : \$ 876.61, plus interest
Account No. : R556455; Levy Code: 088.30; Map 2S132BD-04700
Affects Parcel II
8. Unpaid taxes for the year 2013-14
Original Amount : \$2,918.88
Unpaid Balance: : \$ 998.91, plus interest
Account No. : R556464; Levy Code: 088.30; Map 2S132BD-04701
Affects Parcel III

9. Unpaid taxes for the year 2013-14
 Original Amount : \$3,091.84
 Unpaid Balance: : \$1,058.91, plus interest
 Account No. : R2100929; Levy Code: 088.30; Map 2S132BD-04702
 Affects Parcel IV

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

10. City Liens, if any, in favor of the City of Sherwood. An inquiry has been directed to the City Clerk concerning the status of said liens and a report will follow if such liens are found.
11. Rights of the public to any portion of the Land lying within roads and highways.
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 Granted to : The City of Sherwood
 Purpose : Sewer pipe line
 Recording Date : October 21, 1968
 Recording No. : B 721; P 496
 Affects : A strip of land 10.00 feet in width over Parcel II
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 Granted to : The City of Sherwood
 Purpose : Roads and utilities
 Recording Date : July 12, 1974
 Recording No. : B 983; P 657
 Affects : The Westerly portions of Parcels II and III
14. Several gaps exist between the East lines of Parcels II and III and the West line of Parcel IV, the West lines of Lots 4 and 5, CITY VIEW ADDITION, and between the South line of Parcel III and the North line of Parcel 2, PARTITION PLAT 1990-056. Said gaps are also disclosed on the Washington County tax assessor's map.
15. Due probate and administration of the Estate of Gerald James Fitch, deceased, and any interests disclosed thereby. We are unable to find any evidence of a probate in the records of this county.
16. The Company reserves the right to make additional requirements as may be deemed necessary after the examination of the following court case:
- Court : Circuit
 Case No. : C990548PE
 Date entered : August 23, 1999
 County : Washington
 Decedent : Dora M. Denley
 Type of Case : Probate

17. The Company reserves the right to make additional requirements as may be deemed necessary after the examination of the following court case:

Court : Circuit
Case No. : C020499PE
Date entered : September 27, 2002
County : Washington
Decedent : Hazel M. Fitch
Type of Case : Probate

18. 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.

END OF EXCEPTIONS

NOTES:

- A. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): Jeff Smith

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

- B. NOTE: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- C. The property described herein is subject to a Washington County Transfer Tax of \$1.00 per thousand, based on consideration, payable on transfer of property. Failure to pay the tax or apply for an exemption shall result in a penalty equal to the amount of tax owed, plus possible criminal prosecution punishable by a fine of not more than \$500.00.
- D. NOTE: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- E. NOTE: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

F. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

- a) The rights of tenants holding under unrecorded leases or tenancies
- b) Any facts which would be disclosed by an accurate survey of the Land
- c) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.

NOTE: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

LENDER NOTE: Lawyers Title of Oregon, LLC, an Oregon limited liability corporation is the correct name to use if you are going to use this company as the trustee for a trust deed in this transaction.

NOTICE REGARDING RECORDING CHARGES: The basis for collecting for recording charges in a closing differs between those transactions subject to and those not subject to the Real Estate Settlement Procedures Act (RESPA). For a RESPA transaction, the recording charge is based on an area average, in accordance with RESPA rules. For a non-RESPA transaction, the recording charges will be those charged by the county. The basis for recording charges is as follows.

Recording charge for a RESPA transaction (all transfer and loan documents) for Washington County:

RESPA Residential Sale and Purchase	\$189.00
RESPA Residential Loan/Refinance	\$154.00

Recording charge (per document) for a non-RESPA transaction (such as an all cash sales and purchase, a commercial loan or a commercial sale and purchase):

COUNTY	FIRST PAGE	EACH ADDITIONAL PAGE
Washington	\$41.00	\$5.00

**NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

**NOTE: When possible, the company will record electronically. An additional charge of \$5.00 applies to a document recorded electronically.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

NOTE REGARDING ARBITRATION: THE POLICY OR POLICIES OF TITLE INSURANCE TO BE ISSUED WILL 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 CURRENTLY APPLICABLE ARBITRATION RULES. FOR THE APPLICABLE ENDORSEMENT CHARGE, THE COMPANY WILL DELETE THE ARBITRATION CLAUSE IF IT RECEIVES BEFORE CLOSING A WRITTEN REQUEST FOR THE ENDORSEMENT

NOTE: It is our policy in Oregon to identify a reduced title insurance charge on Schedule A when it appears to us that your transaction qualifies for a reduced charge. The reduction usually is computed as a percentage of the Company's basic rate. If a reduced charge appears on Schedule A, it is one of the following:

Short Term Rate: A discount of 25% of the basic rate applies when title insurance has been issued for the property within the previous three years.

Builder-Developer Rate: A discount of 35% of the basic rate may apply when a party to the transaction is a builder or developer and the property is residential.

Contract Fulfillment Rate: A discount of up to 50% of the basic rate may apply to an owner's policy issued upon fulfillment of a previously insured land sale contract.

Leasehold to Owner's Conversion Rate: A previously insured lessee who exercises an option to purchase in the lease may obtain title insurance for the purchase with a 50% credit from the previous policy.

Post-Construction Permanent Loan Rate: A discount of up to 75% of the basic rate may apply to a loan policy for a permanent mortgage when it refinances a previously insured construction loan.

Reorganization Rate: A discount of up to 65% of the basic rate may apply for title insurance to a business entity that is affiliated with a previously insured business entity.

Corporate Employee Transfer Rate: When a corporation transfers an employee from one area to another and the employee's corporation or one rendering employee transfer services acquires the employee's property with title insurance, a discount of up to 50% applies to the resale.

Simultaneous Issue Rate: A special rate may apply when two or more policies are issued simultaneously, such as a loan policy with an owner's policy or two loan policies.

For many real estate transactions, Federal law requires that a settlement statement show the allocation of title insurance charges between title insurer and title insurance agent. For the transaction that is the subject to this report, the allocation is as follows:

- i. Lawyers Title of Oregon, LLC (agent): 88%
- ii. Fidelity National Title Insurance Company, a California Corporation (Insurer): 12%

IF YOU THINK A REDUCED RATE APPLIES TO YOUR TRANSACTION BUT IT DOES NOT APPEAR ON SCHEDULE A, PLEASE INFORM YOUR ESCROW OFFICER OR TITLE OFFICER. You may contact your escrow officer or title officer at the phone number, email address or mailing address shown on this report.

End of Report
MJR/mjr



Oregon Operations

[Lawyers Title](#)

NOTICE TO CUSTOMER

[Lawyers Title](#) WILL OR MAY BE PROVIDING ESCROW SERVICES TO YOU IN A PENDING REAL ESTATE TRANSACTION.

[Fidelity National Title](#) MAY HAVE A ROLE IN FILLING IN CERTAIN BLANKS OR PROVIDING OTHER ASSISTANCE RELATED TO THE DOCUMENTS FOR THE TRANSACTION. IN CONNECTION WITH THAT ASSISTANCE, PLEASE BE ADVISED AS FOLLOWS:

YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT THE ESCROW AGENT.

IN ORDER TO CONTACT [Fidelity National Title](#), PLEASE CONTACT YOUR ESCROW OFFICER. IN THE ALTERNATIVE, YOU MAY CONTACT THE COMPANY'S STATE OFFICE AS FOLLOWS:

[Lawyers Title](#)
Oregon State Office
121 SW Morrison Street, Suite 500
Portland, OR 97204
Phone: 503-220-0015

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user

other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.

- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

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 agents, brokers, representatives, 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 who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; 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.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. 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.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other

disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave

authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

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