ALTA COMMITMENT FOR TITLE INSURANCE



Commitment Number:

611155852 **Commitment 2**

OCT 30 2019

CITY OF FEDERAL WAY COMMUNITY DEVELOPMENT

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 six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, 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

By:

President

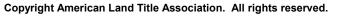
Countersigned By:

Authorized Officer or Agent



Attest:

Secretary





FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON

ISSUING OFFICE:

Title Officer: Terry Sarver Fidelity National Title Company of Washington 3500 188th St. SW, Suite 300 Lynnwood, WA 98037 Phone: 425-608-6502 Fax: 425-771-7910 Main Phone: (425)771-3031 Email: Terry.Sarver@fnf.com

FOR SETTLEMENT INQUIRIES, CONTACT:

Escrow Officer: Marcela Navarro Fidelity National Title Company 1 East Washington Street, Suite 450 Phoenix,, AZ 85004 Phone: (602)343-7550 Main Phone: 8887884631 Main Fax: 8887884629 Email: marcela.navarro@fnf.com Escrow No.: Z1723417-MLG

SCHEDULE A

ORDER NO. 611155852

- 1. Effective Date: October 24, 2017 at 08:00 AM
- 2. Policy or Policies to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:		Kim G3 Trust and Evelyn Kim, presumptively subject to the /registered domestic partner, if any
Policy Amount:	\$585,000.00	
Premium:		\$ 1,774.00
Tax:		\$ 184.50
Rate:	Standard	
Total:		\$ 1,958.50

- The estate or interest in the land described or referred to in this Commitment is: Fee Simple
- 4. Title to the estate or interest in the land is at the Effective Date vested in:

Fife Motel, Inc., a Washington corporation

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

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

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 202104-9044-06

An undivided 40% interest in and to the following described property:

That portion of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 20, Township 21 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Commencing at the Southwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of said Section 20;

Thence North 00°21'53" East along the West line of said subdivision 326.50 feet to the true point of beginning;

Thence South 87°26'19" East 704.31 feet to the Westerly margin of Pacific Highway South;

Thence South 21°50'33" West along said Westerly margin 204.82 feet;

Thence North 86°07'16" West 629.93 feet to the West line of said subdivision;

Thence North 00°21'53" East along said West line 179.10 feet to the true point of beginning.

EXCEPT that portion conveyed to the City of Federal Way by Stipulated Judgment and Decree of Appropriation recorded under recording number 20160421000748

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ALTA Commitment (Adopted: 06.17.2006)

LEGAL DESCRIPTION

Order No.: 611155852

For APN/Parcel ID(s): 202104-9044-06

An undivided 40% interest in and to the following described property:

That portion of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 20, Township 21 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Commencing at the Southwest corner of the Northeast quarter of the Southwest quarter of the Southeast quarter of said Section 20;

Thence North 00°21'53" East along the West line of said subdivision 326.50 feet to the true point of beginning;

Thence South 87°26'19" East 704.31 feet to the Westerly margin of Pacific Highway South;

Thence South 21°50'33" West along said Westerly margin 204.82 feet;

Thence North 86°07'16" West 629.93 feet to the West line of said subdivision;

Thence North 00°21'53" East along said West line 179.10 feet to the true point of beginning.

EXCEPT that portion conveyed to the City of Federal Way by Stipulated Judgment and Decree of Appropriation recorded under recording number 20160421000748

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

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

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

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

D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.

E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

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

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

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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(continued)

SPECIAL EXCEPTIONS

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

Granted to:	Puget Sound Power & Light Company
Purpose:	Pole line
Recording Date:	December 14, 1953
Recording No.:	4404206
Affects:	As now located, staked out and established

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

Granted to:Puget Sound Power & Light CompanyPurpose:Electric LineRecording Date:October 2, 1964Recording No.:5801644Affects:To be located as now staked

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

Granted to:	Lakehaven Sewer District
Purpose:	Sewer mains
Recording Date:	August 20, 1985
Recording No.:	8508200815
Affects:	Central portion of said premises

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

Granted to:	Federal Way Water and Sewer District
Purpose:	Sewer mains
Recording Date:	July 24, 1987
Recording No.:	8707240919
Affects:	Central portion of said premises

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

Recording No: 8802199003

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(continued)

6. Agreement and the terms and conditions thereof

Between:	Robert L. Wright
And:	Michael Indorf and the City of Federal Way
Recording Date:	April 29, 2002
Recording No.:	20020429001218
Regarding:	Permission to use property and reimburse the city for potential abatement cost

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

Granted to:	City of Federal Way, a Washington municipal corporation
Purpose:	Surface Water Facilities
Recording Date:	November 3, 2009
Recording No.:	20091103001181
Affects:	Portion of herein described property

The effect of instrument: 8.

Document Title:	Stipulated Judgment and Decree of Appropriation
Grantor:	HC FW, LLC
Grantee:	City of Federal Way
Recorded: Apri	il 21, 2016
Recorded Number:	20160421000748

Affects: Portions of herein described premises

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

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

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

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

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

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

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(continued)

10. 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:	2017
Tax Account No.:	202104-9044-06
Levy Code:	1205
Assessed Value-Land:	\$1,233,500.00
Assessed Value-Improvements:	\$0.00

General and Special Taxes:	
Billed:	\$18,490.72
Paid:	\$0.00
Unpaid:	\$18,490.72

11. 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.

* A map showing sewer service area boundaries and incorporated areas can be found at: http://your.kingcounty.gov/ftp/gis/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.

12. An unrecorded lease dated October 23, 2003 with certain terms, covenants, conditions and provisions:

Lessor:	Robert L. Wright
Lessee:	Clear Channel Outdoor

- 13. Title is deraigned under deed from FIFE MOTEL, INC., a Washington corporation, SPIRADEX, INC., a Washington corporation, FARUQ RAMZANANALLI [sic] (aslos appearing as Faruq Ramzanalli) and Alfred Kim recorded December 3, 2014, under recording number 20141203000467. Title is subject to the matters shown in the following four paragraphs:
- 14. Question as to the authority of Ed Kim to convey said premises as Secretary of Fife Motel, Inc.
- 15. Question as to the authority of Ed Kim to convey said premises as President of Spiradex, Inc.
- 16. Disposition of the presumed community interest of the spouse of Faruq Manzanalli on December 21, 2007, date of acquiring title.

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(continued)

- 17. Matters which may be disclosed by a search of the records against the name of the spouse or domestic partner of Faruq Manzanalli, if married or a member of a registered domestic partnership.
- 18. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 19. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
- 20. 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.
- 21. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: HC FW, LLC

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

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

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ALTA Commitment (Adopted: 06.17.2006)

(continued)

22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Fife Motel, Inc.

- 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
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

23. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company will require a copy of the trust agreement and any amendments thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

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

END OF EXCEPTIONS

NOTES

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

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Portion of NE1/4 SW1/4 SE1/4 Section 20-21-4 Tax Account No.: 202104-9044-06

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(continued)

Note B: Note: This map/ adjoining streets.

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.

END OF NOTES

END OF SCHEDULE B

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ALTA Commitment (Adopted: 06.17.2006)



CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org.

END OF CONDITIONS

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RECORDING REQUIREMENTS

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

First page or cover sheet:

3" top margin containing nothing except the return address.

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

Title(s) of documents.

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

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

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

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

Assessor's tax parcel number(s).

Return address (in top 3" margin).

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

Additional Pages:

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

All Pages:

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected . We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.	
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.	
<u>Choices With Your Information</u> . Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children . We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.	
Privacy Outside the Website . We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users . By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.	
The California Online Privacy Protection Act . Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.		
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	<u>Access and Correction; Contact Us</u> . If you desire to contact us regarding this notice or your information, please contact us at <u>privacy@fnf.com</u> or as directed at the end of this Privacy Notice.	

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estateand loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

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);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

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;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

<u>For Oregon Residents</u>: We will not share your Personal Information 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.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union 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 and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about 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 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 with our affiliates for their marketing purposes, please send your requests to <u>privacy@fnf.com</u> or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354



COMPANY OF WASHINGTON, INC.

3500 188th St. SW, Suite 300 Lynnwood, WA 98037 Phone: (425)771-3031 / Fax: (425)771-7910

Order No.:	611155852-TS
Property:	34839 Pacific Hwy South
	Federal Way, WA 98003

SELLER(S)

Fife Motel, Inc.

BUYER/BORROWER(S)

Kim G3 Trust

ESCROW

Fidelity National Title Company 1 East Washington Street, Suite 450 Phoenix,, AZ 85004 **Phone:** 8887884631 **Fax:** 8887884629

Main Contact: Marcela Navarro Phone: (602)343-7550 Email: marcela.navarro@fnf.com

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