

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Fidelity National Title Insurance Company ("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.

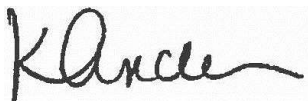
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 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



\_\_\_\_\_  
Authorized Signatory

Security Title, Inc.  
Company Name

Tamuning, GU  
City, State

SCHEDULE A

1. Effective Date: April 10, 2019 8:00AM

\*\*\*REVISED\*\*\*

2. Policy or Policies to be issued:

Amount

a. Owner's Policy:

\$5,400,000.00

Proposed Insured:

b. Loan Policy:

Proposed Insured:

To be agreed upon

To be agreed upon

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

FEE SIMPLE

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Archbishop of Agana, a corporation sole, Most Rev. Michael Jude Byrnes, Coadjutor Archbishop of Agana, with Special Faculties, incumbent (formerly known as Archbishop of Agana, a corporation sole, Anthony Sablan Apuron, OFM CAP., D.D. Incumbent).

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

Parcel One: Lot 90-2-R1-RNEW-1-R/W,

Parcel Two: Lot 90-2-R1-RNEW-3,

Parcel Three: Lot 90-2-R1-RNEW-R3 &



Parcel Four: Lot 90-2-R1-RNEW-2-R/W, Yona

SEE EXHIBIT A

SCHEDULE B

Part I

The following requirements are to be complied with:

AFFECTING PARCEL TWO:

1. Real Property Taxes for the year 2018 are paid in full:

Land Tax

Under the Name of: Archbishop of Agana, a Corporation Sole

Pin Number: 1845985272

Amount Paid:

\$0.00 - \*\*\*Church Exempt\*\*\*

\*Credit Church Exemption: \$313.25

2. Real Property Taxes (and subsequent penalties and interest) for the year or years

Land Tax (as to Basic Lot A R/W, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984701

Year: Amount Owed:

2000 - \$2.08 - RP00053844

Land Tax (as to Basic Lot A R/W, Tract 2640)

Under the Name of: Toyomenka Dev. (Guam) Inc.

Pin Number: 1845983503

Year: Amount Owed:

1995 - \$4.17 - RP95049441

1994 - \$24.59 - RP94047928

Land Tax (as to Basic Lot A R/W, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984702

Year: Amount Owed:

2000 - \$2.03 - RP00053845

Land Tax (as to Basic Lot B R/W, Tract 2640)

Under the Name of: Toyomenka Dev. (Guam) Inc.

Pin Number: 1845983504

Year: Amount Owed:

1995 - \$4.05 – RP95049442

1994 - \$23.99 – RP94047929

Land Tax (as to Basic Lot C R/W, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984703

Year: Amount Owed:

2000 - \$2.34 - RP00053846

Land Tax (as to Basic Lot C R/W, Tract 2640)

Under the Name of: Toyomenka Dev. (Guam) Inc.

Pin Number: 1845983505

Year: Amount Owed:

1995 - \$4.69 - RP95049443

1994 - \$27.42 - RP94047930

Land Tax (as to Basic Lot 90-2-R1-RNEW-3)

Under the Name of: Accion Guam Corp

Pin Number: 1845985134

Year: Amount Owed:

2002 - \$225.80 - RP02056208

2001 - \$225.80 - RP01055139

Land Tax (as to Basic Lot 1, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984704

Year: Amount Owed:

2000 - \$522.06 - RP00053847

1999 - \$522.06 - RP99055283

Land Tax (as to Basic Lot 90-2-R1-R)

Under the Name of: Pacific Construction Co

Pin Number: 1845985255

Year: Amount Owed:

1989EA - \$545.92 - RP01058266

Land Tax (as to Basic Lot 10, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984705  
Year: Amount Owed:  
2000 - \$184.58 - RP00053848  
1999 - \$184.58 - RP99055284

Land Tax (as to Basic Lot 11, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984706  
Year: Amount Owed:  
2000 - \$52.64 - RP00053849  
1999 - \$52.64 - RP99055285

Land Tax (as to Basic Lot 11A, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984707  
Year: Amount Owed:  
2000 - \$18.78 - RP00053850  
1999 - \$18.78 - RP99055286

Land Tax (as to Basic Lot 12, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984708  
Year: Amount Owed:  
2000 - \$52.64 - RP00053851  
1999 - \$52.64 - RP99055287

Land Tax (as to Basic Lot 13, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984709  
Year: Amount Owed:  
2000 - \$51.76 - RP00053852  
1999 - \$51.76 - RP99055288

Land Tax (as to Basic Lot 14, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984710  
Year: Amount Owed:

2000 - \$51.88 - RP00053853

1999 - \$51.88 - RP99055289

Land Tax (as to Basic Lot 15, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984711

Year: Amount Owed:

2000 - \$51.88 - RP00053854

1999 - \$51.88 - RP99055290

Land Tax (as to Basic Lot 16, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984712

Year: Amount Owed:

2000 - \$178.62 - RP00053855

1999 - \$178.62 - RP99055291

Land Tax (as to Basic Lot 17, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984713

Year: Amount Owed:

2000 - \$150.38 - RP00053856

1999 - \$150.38 - RP99055292

Land Tax (as to Basic Lot 18, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984714

Year: Amount Owed:

2000 - \$142.98 - RP00053857

1999 - \$142.98 - RP99055293

Land Tax (as to Basic Lot 18A, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984715

Year: Amount Owed:

2000 - \$16.72 - RP00053858

1999 - \$16.72 - RP99055294

Land Tax (as to Basic Lot 19, Tract 2640)

Under the Name of: Accion Guam Corp  
Pin Number: 1845984716  
Year: Amount Owed:  
2000 - \$51.34 - RP00053859  
1999 - \$51.34 - RP99055295

Land Tax (as to Basic Lot 2, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984717  
Year: Amount Owed:  
2000 - \$170.22 - RP00053860  
1999 - \$170.22 - RP99055296

Land Tax (as to Basic Lot 20, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984718  
Year: Amount Owed:  
2000 - \$51.96 - RP00053861  
1999 - \$51.96 - RP99055297

Land Tax (as to Basic Lot 21, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984719  
Year: Amount Owed:  
2000 - \$98.48 - RP00053862  
1999 - \$98.48 - RP99055298

Land Tax (as to Basic Lot 3, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984720  
Year: Amount Owed:  
2000 - \$104.38 - RP00053863  
1999 - \$104.38 - RP99055299

Land Tax (as to Basic Lot 4, Tract 2640)  
Under the Name of: Accion Guam Corp  
Pin Number: 1845984721  
Year: Amount Owed:  
2000 - \$104.84 - RP00053864



1999 - \$104.84 - RP99055300

Land Tax (as to Basic Lot 5, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984722

Year: Amount Owed:

2000 - \$64.76 - RP00053865

1999 - \$64.76 - RP99055301

Land Tax (as to Basic Lot 6, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984723

Year: Amount Owed:

2000 - \$110.02 - RP00053866

1999 - \$110.02 - RP99055302

Land Tax (as to Basic Lot 7, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984724

Year: Amount Owed:

2000 - \$129.68 - RP00053867

1999 - \$129.68 - RP99055303

Land Tax (as to Basic Lot 8, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984725

Year: Amount Owed:

2000 - \$56.51 - RP00053868

1999 - \$56.51 - RP99055304

Land Tax (as to Basic Lot 9, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984726

Year: Amount Owed:

2000 - \$123.74 - RP00053869

1999 - \$123.74 - RP99055305

AFFECTING PARCEL THREE:

3. Real Property Taxes for the year 2018 are paid in full:

Land and Building Tax

Under the Name of: Archbishop of Agana, a Corporation Sole

Pin Number: 1845985271

Amount Paid:

\$0.00 - \*\*\*Church Exempt\*\*\*

\*Credit Church Exemption Land: \$3,236.84

\*Credit Church Exemption Building: \$35,233.07

4. Real Property Taxes (and subsequent penalties and interest) for the year or years

Land Tax

Under the Name of: Accion Guam Corp

Pin Number: 1845985135

Year: Amount Owed:

2002 - \$2,337.28 - RP02056209

2001 - \$2,337.28 - RP01055140

Land Tax (as to Basic Lot 1, Tract 2640)

Under the Name of: Accion Guam Corp

Pin Number: 1845984704

Year: Amount Owed:

2000 - \$522.06 - RP00053847

1999 - \$522.06 - RP99055283

Land Tax (as to Basic Lot 90-2-R1-R)

Under the Name of: Pacific Construction Co

Pin Number: 1845985255

Year: Amount Owed:

1989 - \$545.92 - RP01058266

AFFECTING ALL PARCELS:

5. The Company requires satisfactory evidence that the proposed transaction is supported by proper Resolution in compliance with the Articles/Discipline/Constitution/Bylaws of the Church and applicable law, and that all documents in the proposed transaction will be executed by properly authorized persons in the appropriate capacity. At the time, the Company may make additional requirements or exceptions.

\*\*\*END OF PART I\*\*\*

## SCHEDULE B

## Part II

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easement, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The liability of the Company by reason of any challenge, or claim against, or invalidity of the title herein insured, arising out of, relating to, or as a consequence of any alleged, attempted, or actual violation of any of the provisions of Section 1204 Title 21 of the Guam Code Annotated ("Alien Ownership"), or any of the provisions of 48 U.S.C.A Sections 1501-1506 ("Alien Ownership of Land"), together with the duty of the Company to defend the Insured by reason of such a challenge or claim, are specifically excepted from the coverage of this policy.

## AFFECTING PARCEL ONE:

8. The fact that this property is reserved in its entirety as a public access and utility easement.

## AFFECTING PARCEL TWO:

9. Three wetland areas on the property, as disclosed by that Re-subdivision Survey Map Of Lot 90-2-R1-RNew, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number [558981](#) at Land Management.

## AFFECTING PARCELS TWO, THREE AND FOUR:

10. Various width Seashore Protection Reservation Strip along the coast of the property and encroachment by the Ylig Bay, as disclosed by that Re-subdivision Survey Map of Lot 90-2-R1-RNew, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number [558981](#) at Land Management.
11. Navigational servitudes and all other statutory, regulatory, and littoral claims, rights and powers of the United States of America, the Territory of Guam, and other governmental entities or the Public over land comprising the beds of oceans, seas, gulfs, bays, lakes or rivers and their shore lands extending to the ordinary high-water line or mean high tide line thereof; lands beyond the line of the border or bulkhead lines, filled in lands and submerged lands or artificial lands. [21 G.C.A. 1202](#); [21 G.C.A. 9202](#); [Guam Territorial Seashore Protection Act of 1974, 21 G.C.A. Section 63101 through 63111 inclusive](#); [21 G.C.A. Sections 64101 through 64111](#) regulating Territory beach areas; and the [Ocean Shore Public Access Law of 1987, 21 G.C.A. Section 65101 through 65109 inclusive](#).
12. Any and all rights or claims of rights of the United States of America, the Territory of Guam, any other governmental entities and the public to that part of the premises that constitutes beach area, and all rights of ingress to and egress from said beach area is specifically excluded from the coverage of the policy.

## AFFECTING PARCEL FOUR:

13. The fact that the parcel is designated as a 10 foot wide oceanshore access, as disclosed by that Re-subdivision Survey Map Of Lot 90-2-R1-RNew, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number [558981](#) at Land Management.

## AFFECTING ALL PARCELS:

14. Declaration of Easement and Access, granted to the Government of Guam, dated 13 December 96 and recorded 07 February 97 under Instrument No. [558982](#) at Land Management.

\*\*\*END OF PART II\*\*\*

EXHIBIT A

PARCEL ONE:

Lot No. 90-2-R1-RNEW-1-R/W, Yona, Guam, Suburban, as described in that Re-Subdivision Survey Map of Lot 90-2-R1-RNEW, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number 558981 at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 2,363 +/- square meters or 25,432 +/- square feet.

Last Certificate of Title Number: 20986 - Calvo Finance Corporation and Federal Building, Inc., represented by Edward M. Calvo, director (as to Basic Lot 90-2-R1; Estate Number 13882)

PARCEL TWO:

Lot No. 90-2-R1-RNEW-3, Yona, Guam, Suburban, as described in that Re-Subdivision Survey Map of Lot 90-2-R1-RNEW, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number 558981 at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 5,463 +/- square meters or 58,809 +/- square feet.

Last Certificate of Title Number: 20986 - Calvo Finance Corporation and Federal Building, Inc., represented by Edward M. Calvo, director (as to Basic Lot 90-2-R1; Estate Number 13882)

PARCEL THREE:

Lot No. 90-2-R1-RNEW-R3, Yona, Guam, Suburban, as described in that Re-Subdivision Survey Map of Lot 90-2-R1-RNEW, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number 558981 at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 67,338 +/- square meters or 724,817 +/- square feet.

Last Certificate of Title Number: 20986 - Calvo Finance Corporation and Federal Building, Inc.,  
represented by Edward M. Calvo, director (as to Basic Lot 90-2-R1; Estate Number 13882)

PARCEL FOUR:

Lot No. 90-2-R1-RNEW-2-R/W, Yona, Guam, Suburban, as described in that Re-Subdivision Survey Map of Lot 90-2-R1-RNEW, as said Lot is shown on Drawing Number ES-9325, as L.M. Check Number 162 FY 97, dated 07 February 97 and recorded 07 February 97 under Instrument Number 558981 at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 488 +/- square meters or 5,248 +/- square feet.

Last Certificate of Title Number: 20986 - Calvo Finance Corporation and Federal Building, Inc.,  
represented by Edward M. Calvo, director (as to Basic Lot 90-2-R1; Estate Number 13882)

## CONDITIONS

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



## FIDELITY NATIONAL FINANCIAL 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. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

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.

### **How Information is Collected**

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.

### **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 certain 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](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youonlinechoices.com](http://www.youonlinechoices.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.

### **Use of Personal Information**

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.

### **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

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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 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto: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.

#### **FNF Compliance with California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, 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 for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit 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 those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

#### **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:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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