

Preliminary Report

Fidelity National Title - Oregon 2921 Crescent Ave., Ste 110, Eugene, OR 97408 Escrow Officer: Shawna Wood Email: Shawna.Wood@fnf.com Phone: 541-225-3191

File No.: 60222500761

Property Address: 26900 & 26906 Crow Road, 85850 Doane Road 1, Vacant Land, Eugene, OR 97402

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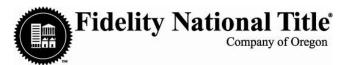
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PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Randy Leeper

Kondell S. Seeply Jr.



2921 Crescent Ave., Ste 110, Eugene, OR 97408 (541)225-3190 FAX (866)599-8808

PRELIMINARY REPORT

ESCROW OFFICER: Shawna Wood

ORDER NO.: 60222500761

Shawna.Wood@fnf.com

541-225-3191

TITLE OFFICER: Dave Driskill

TO: Fidelity National Title Company of Oregon

2921 Crescent Ave., Ste 110

Eugene, OR 97408

ESCROW LICENSE NO.: 201249738 **OWNER/SELLER:** Ford Fams Inc. **BUYER/BORROWER:** Buyer To Come

PROPERTY ADDRESS: 26900 & 26906 Crow Road, 85850 Doane Road 1, Vacant Land, Eugene, OR 97402

EFFECTIVE DATE: March 3, 2025, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	AMOUNT	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ 4,900,000.00	\$ 7,950.00
Owner's Standard		
OTIRO Endorsement No. 110		\$ 0.00
ALTA Loan Policy 2021	\$ 4,000,000.00	\$ 1,750.00
Extended Lender's		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current		\$ 100.00
Violations (ALTA 9.10-06)		
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA		\$ 660.00
8.2-06)		

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Ford Century Farms, Inc., an Oregon corporation successor in interest to Ford Farms, Inc., an Oregon corporation

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LANE, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"

Legal Description

PARCEL 1:

Beginning at the Northwest corner of the Stephen Jenkins Donation Land Claim No. 44, Township 18 South, Range 5 West, Willamette Meridian; thence North 74°37" East 2337.72 feet along the Northerly line of said claim to the TRUE POINT OF BEGINNING; thence North 74°37' East 1156.98 feet to a point; thence South 15°24' East 2250.55 feet to a point on the centerline of the County Road known as Crow Road; thence South 60°05' West 1195.16 feet along said centerline to a point; thence North 15°24' West 2550.4 feet to the true point of beginning, in Lane County, Oregon.

PARCEL 2:

Lot 1 of Section 15, Township 18 South, Range 5 West of the Willamette Meridian, and Lot 2 of Section 22, Township 18 South, Range 5 West of the Willamette Meridian.

ALSO, part of the Stephen Jenkins and wife Donation Land Claim No. 44, Notification No. 5379, in Township 18 South, Range 5 West of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Donation Land Claim; thence South 74°36' West 19.10 chains; thence South 15°25' East 75.50 chains to the South boundary of said Claim; thence North 74°36' East 19 chains to the Southeast corner of said Claim; thence North 15°24' West 75.50 chains to the place of beginning, in Lane County, Oregon.

PARCEL 3:

Commencing at a point on the North line of the Stephen Jenkins Donation Land Claim No. 44 in Township 18 South of Range 5 West of the Willamette Meridian, 19.10 chains South 74°36' West from the Northeast corner of said claim; thence South 15°24' East parallel with the East line of said claim, 75.50 chains to the South line thereof: thence South 74°5' West 32.80 chains, more or less, to the Southernmost corner of said claim; thence North 15°24' West 21.30 chains to corner of said claim; thence North 74°36' East 6.20 chains; thence North 15°24' West parallel with West line of said claim 54.20 chains to the North line thereof; thence North 74°36' East 25.95 chains to place of beginning in Lane County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Lane County in Dedication of Public Road Easement recorded October 22, 1975 Reception No. 7546034.

ALSO EXCEPTING THEREFROM that portion conveyed to Lane County in Bargain and Sale Deed recorded June 21, 1982 Reception No. 8218010.

PARCEL 4:

Beginning at the Northwest corner of Lot 2 of Section 15. in Township 18 South, Range 5 West of the Willamette Meridian; thence East along the North line of said Lot 2, a distance of 14.55 chains to a point 41.73 chains West of the Northeast corner of Lot 6 of Section 14, in said Township and Range; thence South 50.31 chains to the South line of the Northeast quarter of the Northeast quarter of Section 22 in said Township and Range; thence West 14.55 chains to the Southwest corner of said Northeast quarter of the Northeast quarter of said Section 22; thence North 50.31 chains to the place of beginning, all in Lane County, Oregon.

EXCEPT the following described property conveyed to Kenneth M. Norness and Paula L. Norness, husband and wife, on April 12, 1968 by deed recorded April 15, 1968 Reception No.21074:

Beginning at the Southeast corner of Section 15, Township 18 South, Range 5 West of the Willamette Meridian; thence, South 89°37'54" West 370.92 feet to a point; thence, North 0°24'24" West 1073.54 feet along a certain property line established in County Survey No. 1031 to an iron pin marking the TRUE POINT OF BEGINNING; thence, North 0°24'24" West 546.08 feet continuing along said line to an iron pin set on the Southerly right of way

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EXHIBIT "A"

Legal Description

line of Crow Road; thence, South 53°15'09" West 313.60 feet along the Southerly right of way of Crow Road (being 50.00 feet in width) to a point marked by an iron pin; thence, South 36°44'51" East 353.44 feet to a point marked by an iron pin; thence, South 42°55'29" West 10.17 feet to a point marked by an iron pin; thence, South 36°44'51" East 84.61 feet to the true point of beginning in Lane County, Oregon.

AND ALSO EXCEPT the following described property conveyed to Frederick Teichman and Marcia Teichman, husband and wife by deed recorded on April 15, 1968, Reel 387, Reception No. 21075:

Parcel 1: Beginning at the Southeast corner of Section 15, Township 18 South, Range 5 West of the Willamette Meridian; thence, South 89°37'54" West 370.92 feet to a point; thence, North 0 °24'24" West 582.87 feet along a certain property line established in County Survey No. 1031 to an iron pin marking the TRUE POINT OF BEGINNING; thence, South 65°27'12" West 159.51 feet to a point marked by an iron pin; thence, North 39°55'51" West 343.11 feet to a point marked by an iron pin; thence, North 42°55'29" East 257.41 feet to a point marked by an iron pin; thence, South 36°44'51" East 84.61 feet to an iron pin set on said property line established in County Survey No. 1031; thence, South 0°24'24" East 490.67 feet to the true point of beginning in Lane County, Oregon.

Parcel 2: Beginning at the Southeast corner of Section 15, Township 18 South, Range 5 West of the Willamette Meridian; thence, South 89°37′54″ West 370.92 feet to a point; thence North 0 °24′24″ West 1073.54 feet along a certain property line established in County Survey No. 1031 to an iron pin set thereon; thence, North 36°44′51″ West 84.61 feet to a point marked by an iron pin; thence, North 42°55′29″ East 10.17 feet to an iron pin marking the TRUE POINT OF BEGINNING; thence, North 36°44′51″ West 353.44 feet to an iron pin set on the Southerly right of way of the Crow Road (being 5000 feet in width); thence, South 53°15′09″ West 60.00 feet along the Southerly right of way of the Crow Road to a point; thence, South 36°44′51″ East 364.38 feet to a point; thence, North 42°55′29″ East 60.99 feet to the true point of beginning in Lane County, Oregon.

PARCEL 5:

Beginning at the 3/4 inch iron pipe marking the most Easterly Southeast corner of the Stephen Jenkins Donation Land Claim No. 44, Township 18 South, Range 5 West of the Willamette Meridian; thence South 74°05' West 517.5 feet along the Southerly line of said claim to an iron pin marking the true point of beginning; thence South 74°05' West 1556.9 feet continuing along said Southerly line of said claim to a point in the center of County Road No. 85; thence following along the center of said County Road the following courses and distances: South 54°05' East 120.5 feet; thence Southeasterly along the arc of a curve to the right having a radius of 802.0 feet to a point which bears South 44°03 1/2' East, 279.1 feet from the last described point; thence South 34°02 1/2' East 25.7 feet; thence Southeasterly along the arc of a curve to the right having a radius of 496 feet to a point which bears South 20°38 1/2" East, 229.9 feet from the last described point; thence South 7° 141/2' East 67.1 feet; thence Southeasterly along the arc of a curve to the left having a radius of 2864.79 feet to a point which bears South 11°13' East 397.29 feet from the last described point; thence South 15° 11 1/2' East 292.8 feet along the center line of said County Road to a point; thence North 73°16' East 25.0 feet to the Northeast corner of that strip of land deeded to Lane County by deed recorded December 12, 1935, in Volume 184, Page 538, Lane County Oregon Deed Records; thence along the Northeasterly boundary of said strip of land, the following courses and distances: South 16°44' East 150.00 feet; thence Southeasterly along the arc of a curve to the left having a radius of 213.8 feet to a point which bears South 51°44' East 245.3 feet from the last described point; thence South 86° 44' East 122.1 feet; thence Southeasterly along the arc of a curve to right, having a radius of 311.5 feet to a point, which bears South 73°05 1/2' East, 146.9 feet from the last described point; thence leaving said Northeasterly right of way line and running North 89°50' East 383.1 feet along a line parallel with and 40 feet Northerly from when measured at right angles to the Section line between Section 22 and 27, said Township and Range to a point; thence North 44°49 1/2 East 141.3 feet to a point; thence North 0°11 1/2' West 339.3 feet to a point; thence North 47°00' West 157.9 feet to a point; thence South 71°07 1/2' West 350.6 feet to a point marked by an iron pin; thence North 05°04 1/2' West 204.1 feet to a point marked by an iron pin; thence North 35°51 1/2' West 415.9 feet to a point marked by an iron pin; thence North 14°03' West 442.1 feet to a point marked by an iron pin; thence

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Legal Description

North 2°02 1/2' West 195.9 feet to a point marked by an iron pin; thence North 74°05' East 850.5 feet along a line parallel with and 185.6 feet distant from the South line of said Donation Land Claim No. 44, to a point; thence North 15°55' West 185.6 feet to the true point of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Lane County in Dedication of Public Road Easement recorded November 14, 1980 Reception No. 8057639.

ALSO EXCEPTING THEREFROM that portion conveyed to Robert K. LaDuke and Londa K. LaDuke in Warranty Deed recorded December 28, 1981 Reception No. 8152130, described as follows:

Beginning at the iron pin marking the South one-quarter corner of Section 22, Township 18 South, Range West of the Willamette Meridian; thence North 89°50'13" East 1004.32 feet along the South line of said Section 22 to a point; thence North 0°09'47" West 40.14 feet to the true point of beginning on the South line of the land of Ford Farms, Inc., as found monumented on the ground; thence North 37°34'42" West 132.91 feet to a point marked by an iron pin; thence North 58°22'39" West 103.19 feet to a point marked by an iron pin; thence North 56°44'37" West 72.68 feet to a point marked by an iron pin; thence South 77°19'22" West 77.15 feet to a point marked by an iron pin; thence South 23°26'37" West 155.32 feet to a point on the Northerly right of way line of Doane Road; thence South 82°12'51" East 113.95 feet along said right of way line to a point; thence continuing along said right of way line and along the arc of a curve to the right having a radius of 325.00 feet to a point which bears South 70°05'21" East 136.53 feet from the last described point; thence North 89°47'37" East 196.93 feet along the South line of the land of Ford Farms, Inc., as found monumented on the ground to the true point of beginning, in Lane County, Oregon.

AS OF THE DATE OF THIS REPORT. ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS **FOLLOWS:**

GENERAL 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 Records; 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 the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, which are not shown by the Public Records; reservations or 3. exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- Any encroachment (of existing improvements located on the Land onto adjoining land or of existing 4. 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 a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. The Land has been classified as Farm Use, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

0750172, 0750339, 0750404, 4057699, 0750420, 0750487, 0750495, 0750412 and Account No.: 0750438

7. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$2,884.86 Affects: Account No. 0750404

8. The Land has been classified as Forest Deferral, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 0750404, 0750412, 0750172

9. A manufactured home situated on the subject land is classified as personal property, as disclosed by the ownership records of the Building Codes Division. Unless a manufactured home is reclassified from personal to real property, a manufactured housing endorsement (ALTA End. 7-06, 7.1-06 or 7.2-06) is not available until reclassification is completed and an appropriate approval is recorded. NOTE: Depending on circumstances, a manufactured home may be classified as personal property but assessed as real property under ORS 308.875.

Affects: Parcels 2 and 3

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10. Rights of the public to any portion of the Land lying within the area commonly known as

streets, roads and highways.

11. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Coyote Creek, unnamed creeks and streams and unnamed lake.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Coyote Creek, unnamed creeks and streams and unnamed lake.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Coyote Creek, unnamed creeks and streams and unnamed lake.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Adjacent property owners

Purpose: Access to and from Herman ditch and water therein

Recording Date: March 15, 1918
Recording No: Book 118 Page 353
Affects: Exact location not stated

The interest in said easement was assigned to William L. Ford by that Deed

Recording Date: October 8, 1925 in Book 145, Page 618

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

Granted to: Lane Electric Cooperative

Purpose: Electric transmission and/or distribution line or systems

Recording Date: March 13, 1981

Recording No: 8111252

Affects: Exact location not stated

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

Granted to: Lane Electric Cooperative

Purpose: Electric transmission and/or distribution line or systems

Recording Date: October 15, 1981

Recording No: 8143955

Affects: Parcel 5-Exact location not stated

15. Boundary Agreement, including the terms and provisions thereof

Executed by: Orlando W. Chada and Jung Soon Chada and Ford Farms, Inc.

Recording Date: October 10, 1985

Recording No.: 8536461

Affects: Parcels 2, 3, 5 and additional property also

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

Granted to: Lane Electric Cooperative, Inc.
Purpose: Electric distribution line and system

Recording Date: July 17, 2014 Recording No: 2014-027418

Affects: Exact location not stated

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

Granted to: Lane Electric Cooperative, Inc.
Purpose: Electric distribution line and system

Recording Date: July 17, 2014 Recording No: 2014-027419

Affects: Exact location not stated

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

Granted to: Lane Electric Cooperative, Inc.
Purpose: Electric distribution line and system

Recording Date: July 17, 2014
Recording No: 2014-027420

Affects: Exact location not stated

- 19. 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.
- 20. 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: Ford Century Farms, Inc./Ford Farms, 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.

- 21. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
- 22. Personal property taxes, if any.
- 23. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

24. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

25. 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.

The Company will require a survey of the Land by a professional surveyor, and this exception may be eliminated or limited as a result thereof.

ADDITIONAL REQUIREMENTS/NOTES:

A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2024-2025 Amount: \$252.93 Levy Code: 6602 Account No.: 0750172

Map No.: 18-05-21-00-00100

Affects: Parcel 1

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.

B. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2024-2025 Amount: \$2,280.97 Levy Code: 06602 Account No.: 0750404

Map No.: 18-05-22-00-00300

Affects: Parcel 2

CODE SPLIT

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.

C. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2024-2025 Amount: \$2,514.17 Levy Code: 06603 Account No.: 0750412

Map No.: 18-05-22-00-00300

Affects: Parcel 2

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.

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D. Note: Property taxes for the fiscal year shown below are paid in full.

> Fiscal Year: 2024-2025 Amount: \$135.93 Levy Code: 06603 Account No.: 4057699

18-05-22-00-00300 Map No.: Affects: Mobile home on Parcel 2

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.

E. Note: Property taxes for the fiscal year shown below are paid in full.

> Fiscal Year: 2024-2025 \$826.63 Amount: Levy Code: 06602 Account No.: 0750420

Map No.: 18-05-22-00-00400

Affects: Parcel 3

CODE SPLIT

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.

F. Note: Property taxes for the fiscal year shown below are paid in full.

> Fiscal Year: 2024-2025 Amount: \$124.69 Levy Code: 06603 0750438 Account No.:

18-05-22-00-00400 Map No.:

Affects: Parcel 3

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.

G. Note: Property taxes for the fiscal year shown below are paid in full.

> 2024-2025 Fiscal Year: \$386.49 Amount: Levy Code: 06602 Account No.: 0750339

18-05-22-00-00100 Map No.:

Affects: Parcel 4

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.

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H. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2024-2025 Amount: \$38.06 Levy Code: 06603 Account No.: 0750487

Map No.: 18-05-22-00-00601

Affects: Parcel 5

CODE SPLIT

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.

I. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2024-2025 Amount: \$161.39 Levy Code: 06602 Account No.: 0750495

Map No.: 18-05-22-00-00601

Affects: Parcel 5

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.

- J. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- K. Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- L. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- M. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

- No. 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.
- O. 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.

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P. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. 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 SEEN, PLEASE CONTACT THE ESCROW AGENT.

Q. Recording Charge (Per Document) is the following:

County First Page Each Additional Page

Lane \$87.00 \$5.00

Note: When possible the company will record electronically. An additional charge may be applied.

Note: Please send any documents for recording to the following address:

Portland Title Group Attn: Recorder

1455 SW Broadway, Suite 1450

Portland, OR. 97201

- R. 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.
- S. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.
- T. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:

Fiscal Year: July 1st through June 30th

Taxes become a lien on real property, but are not yet payable: July 1st

Taxes become certified and payable (approximately on this date): October 15th

First one third payment of taxes is due: November 15th

Second one third payment of taxes is due: February 15th

Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

Preliminary Report

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EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement on the Land;
 - iii the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
- Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act: or
 - preferential transfer:
 - to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - for any reason not stated in the Covered Risk 13.b
- 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
- 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
- Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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 Records; 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
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or
- 4. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021) **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to
 - the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land; iii. the subdivision of land; or

 - iv. environmental remediation or protection;
- b. any governmental forfeiture, police, regulatory, or national security power
- the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1 h
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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 Records; 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
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection:
 - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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 Records; 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. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land;

 - (ii) the character, dimensions or location of any improvement erected on the land;
 - (iii) the subdivision of land: or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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 Records; 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. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

Preliminary Report (Exhibit One) Printed: 03.07.25 @ 12:52 PM

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date:

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

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.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: aginquiries@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is

necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Request</u> website or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer