



1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920  
Phone: (719) 590-1711  
Fax: (719) 531-5864

DATE: **September 13, 2018**  
FILE NUMBER: **570-F0620472-370-CSP**  
PROPERTY ADDRESS: **Tract N2NW4 23-11-66, Mounment, CO**  
BUYER/BORROWER: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**  
OWNER(S): **Walden Holdings I LLC.**  
YOUR REFERENCE NUMBER:  
ASSESSOR PARCEL NUMBER: **61230-01-023**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

<b>TO: Fidelity National Title Company 1277 Kelly Johnson Blvd # 100  Colorado Springs, CO 80920</b>	<b>ATTN: CS Title Only PHONE: (719) 590-1711 FAX: (719) 531-5864 E-MAIL:</b>
<b>TO: Land Resource Associates 9736 Mtn Rd Chipita Park, CO 80809</b>	<b>ATTN: David Jones PHONE: (719) 684-8414 FAX: (719) 684-8413 E-MAIL: chipita1@comcast.net</b>
<b>TO: Rampart Surveys, Inc. PO Box 5101 Woodland Park, CO 80866</b>	<b>ATTN: Kevin Lloyd PHONE: (719) 687-0920 FAX: (000) 000-0000 E-MAIL: Kevin@RampartLS.com</b>
<b>TO: Custom Castles Building Co, Inc 1230 Scarsbrook Court Monument, CO 80132</b>	<b>ATTN: Matthew Dunston PHONE: (719) 488-2598 FAX: (000) 000-0000 E-MAIL: mattdunston@hotmail.com</b>
<b>TO: Duncan S. Bremer, P.C. 15050 Woodcarver Road Monument, CO 80132</b>	<b>ATTN: Duncan Bremer PHONE: (719) 481-8564 FAX: (719) 466-2059 E-MAIL: duncan.bremer@gmail.com</b>
<b>TO: Colorado Springs 1277 Kelly Johnson Blvd # 100 Colorado Springs, CO 80920</b>	<b>ATTN: CS Title Only PHONE: (719) 590-1711 FAX: (719) 531-5864 E-MAIL:</b>

END OF TRANSMITTAL



# COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity National Title Company  
Issuing Office: 1277 Kelly Johnson Blvd # 100, Colorado Springs, CO 80920  
Loan ID Number:  
Issuing Office File Number: 570-F0620472-370-CSP  
Property Address: Tract N2NW4 23-11-66, Mounment, CO  
Revision Number:

**SCHEDULE A**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **September 8, 2018**
2. Policy to be issued:
  - (a) **ALTA Owners Policy 6-17-06**  
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**  
Proposed Policy Amount: **\$100,000.00**
  - (b) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
  - (c) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:  
Walden Holdings I LLC., a Colorado limited liability company
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

**PREMIUMS:**

Owners Coverage: \$550.00

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## EXHIBIT A

### LEGAL DESCRIPTION

A tract of land located in Sections 14, 15, 22 and 23, Township 11 South, Range 66 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, more particularly described as follows:

Beginning at the most Northwest corner of Walden Preserve Filing No. 1, as recorded under Reception No. 205122356 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado, said point being also the Northwest corner of Lot 2 of said Walden Preserve Filing No. 1; thence along the Westerly and Southerly lines of said Walden Preserve Filing No. 1, the following seven (7) courses:

S 20° 43' 20" E, a distance of 442.38 feet;  
 Thence S 30° 46' 53" E, a distance of 867.03 feet;  
 Thence S 52° 04' 58" E, a distance of 168.72 feet;  
 Thence S 20° 56' 51" E, a distance of 209.95 feet;  
 Thence S 70° 36' 25" E, a distance of 173.85 feet;  
 Thence N 70° 53' 59" E, a distance of 122.07 feet;  
 Thence S 24° 41' 02" E, a distance of 44.65 feet

To the Northwest corner of Lot 75 of said Walden Preserve Filing No. 1; thence along the North lines of Lot 75 and Lot 74 of said Walden Preserve Filing No. 1, the following four (4) courses:

N 56° 02' 26" E, a distance of 186.82 feet;  
 Thence N 83° 18' 52" E, a distance of 320.18 feet;  
 Thence N 47° 36' 32" E, a distance of 203.64 feet;  
 Thence N 87° 07' 24" E, a distance of 202.00 feet

To a point on the Westerly right of way line of Pond View Place as described in said Walden Preserve Filing No. 1; thence along the Westerly and Northerly right of way lines of said Pond View Place, the following five (5) courses:

Along the arc of a non-tangent curve to the right, having a central angle of 42° 46' 14", a radius of 629.00 feet, an arc length of 469.54 feet, whose chord bears S 18° 30' 32" W;  
 Thence along the arc of a curve to the left, having a central angle of 43° 57' 46", a radius of 630.00 feet, an arc length of 483.40 feet;  
 Thence along the arc of a curve to the right, having a central angle of 105° 18' 40", a radius of 946.00 feet, an arc length of 1738.77 feet;  
 Thence along the arc of a curve to the left, having a central angle of angle of 28° 25' 26", a radius of 380.00 feet, an arc length of 188.52 feet;  
 Thence along the arc of a curve to the right, having a central angle of 76° 29' 49", a radius of 25.00 feet, an arc length of 33.36 feet

To a point on the Easterly right of way line of Walden Way; thence along the Easterly right of way line of said Walden Way, the following four (4) courses:

Along the arc of a curve to the left, having a central angle of 26° 25' 13", a radius of 380.00 feet, and arc length of 175.23 feet;  
 Thence along the arc of a curve to the right, having a central angle of 35° 35' 39", a radius of 945.77 feet, an arc length of 587.55 feet;  
 Thence N 21° 31' 44" W, a distance of 480.00 feet;

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**EXHIBIT A**  
(Continued)

Thence along the arc of a curve to the left, having a central angle of 33° 40' 22", a radius of 2185.61 feet, an arc length of 1284.49 feet;

To a point at the Southwest corner of Lot 10, Walden III of said records; thence along the Easterly and Northerly lines of Walden III the following eight (8) courses:

Thence N 34° 47' 54" E, a distance of 417.81 feet;  
 Thence N 54° 21' 43" W, a distance of 919.64 feet;  
 Thence N 39° 00' 02" W, a distance of 349.96 feet;  
 Thence N 24° 59' 57" W, a distance of 375.04 feet;  
 Thence N 11° 44' 57" W, a distance of 60.00 feet;  
 Thence N 15° 48' 29" W, a distance of 545.94 feet;  
 Thence N 26° 18' 27" W, a distance of 608.84 feet;  
 Thence N 60° 48' 40" W, a distance of 500.97 feet;

To the Center Corner (C1/4) of said Section 15; thence N 00° 25' 47" E, along the Easterly line of a tract of land as described in Book 6721 at Page 1302 of the records of the Clerk and Recorder of said County, a distance of 1082.22 feet; thence S 89° 35' 52" E, a distance of 854.81 feet to a point on the Westerly boundary of Walden III Filing 2 as recorded in Plat Book K-2 at Page 40 of said records; thence along the Westerly line of said Walden III Filing 2 the following eight (8) courses;

Thence S 07° 44' 37" E, a distance of 8.18 feet;  
 Thence S 07° 39' 36" E, a distance of 149.47 feet;  
 Thence S 22° 42' 20" E, a distance of 349.66 feet;  
 Thence S 32° 11' 41" E, a distance of 299.66 feet;  
 Thence S 37° 30' 00" E, a distance of 198.20 feet;  
 Thence S 37° 34' 45" E, a distance of 64.00 feet;  
 Thence S 37° 43' 11" E, a distance of 88.87 feet;  
 Thence S 58° 46' 49" W, a distance of 49.57 feet;

To a point on the most Northwesterly corner of Walden III Filing No. 3 as recorded in Book R-2 at Page 49 of said records; thence along the Westerly line of said Walden III Filing 3 the following four (4) courses:

Thence S 27° 50' 58" E, a distance of 990.90 feet;  
 Thence S 38° 51' 59" E, a distance of 838.32 feet;  
 Thence S 47° 20' 07" E, a distance of 424.56 feet;  
 Thence N 80° 19' 23" E, a distance of 173.04 feet;

To the Point of Beginning, EXCEPTING therefrom any portions within Walden Preserve Filing No. 1 recorded August 8, 2005 at Reception No. 205122356 and EXCEPTING therefrom any portion within Walden Preserve 2, Filing No. 1 recorded June 30, 2015 at Reception No. 215713640 and EXCEPTING therefrom any portion within Walden Preserve 2, Filing No. 2 recorded June 30, 2015 at Reception No. 215713641,  
 County of El Paso,  
 State of Colorado

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Walden Holdings I LLC., a Colorado limited liability company

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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- h. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- i. 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.
- j. Statement of Authority for Walden Holding I, LLC., a Colorado limited liability company recorded June 30, 2015 at [Reception No. 215068487](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Matthew W. Dunston, Manager

**Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**END OF REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Declaration, recorded August 9, 2005 at [Reception No. 205122348](#). Amendment recorded November 19, 2012 at [Reception No. 212137689](#) and June 30, 2015 at [Reception No. 215068490](#) and June 30, 2015 at [Reception No. 215068494](#).
9. Reservations as set forth in deed recorded April 24, 1951 in [Book 1292 at Page 23](#).
10. The effects of and any tax, lien, fee, or assessment by reason of inclusion of the Land in the Douglas County Soil Conservation District, as evidenced by instrument(s) recorded October 10, 1960 at [Reception No. 169543](#).
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: American Telephone and Telegraph Company

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

Purpose: communications systems  
Recording Date: July 30, 1964  
Recording No: [Book 2026 at Page 628](#)

12. All mineral rights conveyed to Walden Corporation in Deed recorded July 18, 1968 in [Book 2244 at Page 286](#) and any and all assignments thereof or interests therein.
13. An easement for electric, telephone and/or telegraph lines and incidental purposes granted to Mountain View Electric Association, Inc. by the instrument recorded June 11, 1971 in [Book 2414 at Page 663](#).
14. Reservations as set forth in deed recorded March 30, 1982 in [Book 3547 at Page 577](#).
15. Reservations as set forth in deed recorded June 11, 1985 in [Book 5020 at Page 429](#).
16. An easement for pipeline and incidental purposes granted to Peoples Natural Gas Company by the instrument recorded July 11, 1988 in [Book 5530 at page 321](#) and in [Book 5530 at Page 325](#) and in [Book 5530 at Page 333](#). Assignment recorded in connection therewith July 24, 2008 at [Reception No. 208083871](#).
17. An easement for electric, telephone and/or telegraph lines and incidental purposes granted to Mountain View Electric Association, Inc. by the instrument recorded November 4, 1988 in [Book 5573 at Page 1234](#).
18. An easement for utility lines and water lines and incidental purposes granted to Walden Corporation by the instrument recorded May 6, 2002 at [Reception Nos. 202073591](#) and at [Reception No. 202073592](#) and at [Reception No. 202073593](#) and at [Reception No. 202073595](#) and at [Reception No. 202073596](#) and at [Reception No. 202073597](#). Releases recorded in connection therewith September 30, 2005 at [Reception No. 205154117](#), September 3, 2005 at [Reception No. 205137835](#), September 30, 2005 at [Reception No. 205154116](#) and September 30, 2005 at [Reception No. 205154121](#).
19. An easement for water storage tank and incidental purposes granted to Walden Corporation by the instrument recorded May 6, 2002 at [Reception No. 202073594](#).
20. An easement for water wells and incidental purposes granted to Walden Corporation by the instrument recorded May 6, 2002 at [Reception No. 202073598](#).
21. The effects of and any tax, lien, fee, or assessment by reason of inclusion of the Land in the Donald Wescott Fire Protection District, as evidenced by instrument(s) recorded August 15, 2003 at [Reception No. 203188592](#).
22. Any assessment or lien of Tri-Lakes Fire Protection District, as disclosed by the instrument recorded February 27, 2004 at [Reception No. 204033303](#) and February 27, 2004 at [Reception No. 204033311](#).

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

23. Terms, conditions, provisions, agreements and obligations contained in the Walden Preserve Subdivision PUD Development Guidelines recorded February 7, 2005 at [Reception No. 205018612](#).
24. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 04-555 as set forth below:
- Recording Date: February 17, 2005  
Recording No.: [Reception No. 205023414](#)
25. Terms, conditions, provisions, agreements and obligations contained in the Findings of Fact, Conclusions of Law, Ruling of the Referee, Judgment and Decree in the non-tributary Arapahoe and Laramie-Fox Hills and the non-tributary Dawson Aquifers, Case No. 02CW187 (WD#1) and Case No. 02CW117 (WD#2) recorded March 28, 2005 at [Reception No. 205042890](#). Special Warranty Deed in connection therewith recorded August 09, 2005 at [Reception No. 205122351](#).
26. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement recorded August 9, 2005 at [Reception No. 205122347](#).
27. Terms, conditions, provisions, agreements, easements and obligations contained in the Private Detention Basin Maintenance Agreement and Easement, recorded August 9, 2005 at [Reception No. 205122349](#).
28. Terms, conditions, provisions, agreements, easements and obligations contained in the Detention Basin Maintenance Easement Grant to Walden Property Owners Association, recorded August 9, 2005 at [Reception No. 205122350](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement, Walden Preserve Filing No. 1, recorded August 9, 2005 at [Reception No. 205122352](#).
30. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 04-556, recorded October 14, 2005 at [Reception No. 205163757](#).
31. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 05-292 recorded January 20, 2006 at [Reception No. 206008988](#).
32. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 09-218 recorded June 17, 2009 at [Reception No. 209068842](#).
33. Terms, conditions, provisions, agreements and obligations contained in License Agreement recorded June 17, 2009 at [Reception No. 209068843](#).
34. Terms, conditions, provisions, agreements and obligations contained in the Findings of Fact , Conclusions of Law, Ruling of the Referee, Judgment and Decree in the Nontributary Arapahoe and Laramie-Fox Hills and the Not Nontributary Dawson Aquifers as set forth below:
- Recording Date: August 9, 2005  
Recording No.: [Reception No. 205122353](#)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

35. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Access Easement to Walden Way for Emergency Purposes as set forth below:
- Recording Date: May 5, 2006  
Recording No.: [Reception No. 206066528](#)
36. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 09-259 recorded July 14, 2009 at [Reception No. 209081391](#).
37. Terms, conditions, provisions, agreements, easements and obligations contained in the Ingress/Egress & Improvement Easement Grant as set forth below:
- Recording Date: October 13, 2006  
Recording No.: [Reception No. 206151588](#)
38. Deeds recorded April 15, 2005 at [Reception No. 205053672](#), April 5, 2005 at [Reception No. 205048457](#) and August 9, 2005 at [Reception No. 205122351](#) make reference to water rights.
39. Terms, conditions, provisions, agreements and obligations contained in the Map as set forth below:
- Recording Date: December 6, 2012  
Recording No.: [Reception No. 212145668](#)
40. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 14-109 as set forth below:
- Recording Date: April 1, 2014  
Recording No.: [Reception No. 214026891](#)
41. This property is subject to the terms, conditions, provisions, agreements and obligations contained in the PUD Development Guidelines recorded July 10, 2014 at [Reception No. 214068052](#).
42. This property is subject to the Walden Preserve 2 PUD Development Plan recorded July 30, 2014 at [Reception No. 214068053](#).
43. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 14-322 as set forth below:
- Recording Date: August 27, 2014  
Recording No.: [Reception No. 214078089](#)
44. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Walden Metropolitan District No. 2, as evidenced by instrument(s) recorded November 17, 2014 at [Reception No. 214105771](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

45. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-023 as set forth below:
- Recording Date: January 16, 2015  
Recording No.: [Reception No. 215004812](#)
46. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-025 as set forth below:
- Recording Date: January 16, 2015  
Recording No.: [Reception No. 215004814](#)
47. Terms, conditions, provisions, agreements and obligations contained in the El Paso County Special Districts Annual Report and Disclosure Form as set forth below:
- Recording Date: January 23, 2015  
Recording No.: [Reception No. 215006922](#)
48. Terms, conditions, provisions, agreements and obligations contained in the Parks Lands Agreement as set forth below:
- Recording Date: August 13, 2014  
Recording No.: [Reception No. 214073311](#)
49. This property is subject to the Walden Preserve 2 Amended PUD Development Plan recorded May 26, 2016 at [Reception No. 216056505](#).

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**END OF EXCEPTIONS**

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### AFFIDAVIT AND INDEMNITY AGREEMENT

**TO Fidelity National Title Company** a Colorado Corporation and Fidelity National Title Insurance Company, a Florida Corporation.

- 1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

**See Attached Affidavit and Indemnity Agreement Legal Description**

Property Address: Tract N2NW4 23-11-66, Mounment, CO

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company, a Colorado Corporation and Fidelity National Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**SELLER:**

**SELLER:**

\_\_\_\_\_  
Walden Holdings I LLC.

**SELLER:**

**SELLER:**

State of Colorado  
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Walden Holdings I LLC..

\_\_\_\_\_

(SEAL)

Notary Public  
My Commission Expires:



## ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT LEGAL DESCRIPTION

A tract of land located in Sections 14, 15, 22 and 23, Township 11 South, Range 66 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, more particularly described as follows:

Beginning at the most Northwest corner of Walden Preserve Filing No. 1, as recorded under Reception No. 205122356 in the records of the Clerk and Recorder's Office, County of El Paso, State of Colorado, said point being also the Northwest corner of Lot 2 of said Walden Preserve Filing No. 1; thence along the Westerly and Southerly lines of said Walden Preserve Filing No. 1, the following seven (7) courses:

1. S 20° 43' 20" E, a distance of 442.38 feet;
2. Thence S 30° 46' 53" E, a distance of 867.03 feet;
3. Thence S 52° 04' 58" E, a distance of 168.72 feet;
4. Thence S 20° 56' 51" E, a distance of 209.95 feet;
5. Thence S 70° 36' 25" E, a distance of 173.85 feet;
6. Thence N 70° 53' 59" E, a distance of 122.07 feet;
7. Thence S 24° 41' 02" E, a distance of 44.65 feet

To the Northwest corner of Lot 75 of said Walden Preserve Filing No. 1; thence along the North lines of Lot 75 and Lot 74 of said Walden Preserve Filing No. 1, the following four (4) courses:

1. N 56° 02' 26" E, a distance of 186.82 feet;
2. Thence N 83° 18' 52" E, a distance of 320.18 feet;
3. Thence N 47° 36' 32" E, a distance of 203.64 feet;
4. Thence N 87° 07' 24" E, a distance of 202.00 feet

To a point on the Westerly right of way line of Pond View Place as described in said Walden Preserve Filing No. 1; thence along the Westerly and Northerly right of way lines of said Pond View Place, the following five (5) courses:

1. Along the arc of a non-tangent curve to the right, having a central angle of 42° 46' 14", a radius of 629.00 feet, an arc length of 469.54 feet, whose chord bears S 18° 30' 32" W;
2. Thence along the arc of a curve to the left, having a central angle of 43° 57' 46", a radius of 630.00 feet, an arc length of 483.40 feet;
3. Thence along the arc of a curve to the right, having a central angle of 105° 18' 40", a radius of 946.00 feet, an arc length of 1738.77 feet;
4. Thence along the arc of a curve to the left, having a central angle of angle of 28° 25' 26", a radius of 380.00 feet, an arc length of 188.52 feet;
5. Thence along the arc of a curve to the right, having a central angle of 76° 29' 49", a radius of 25.00 feet, an arc length of 33.36 feet

To a point on the Easterly right of way line of Walden Way; thence along the Easterly right of way line of said Walden Way, the following four (4) courses:

1. Along the arc of a curve to the left, having a central angle of 26° 25' 13", a radius of 380.00 feet, and arc length of 175.23 feet;
2. Thence along the arc of a curve to the right, having a central angle of 35° 35' 39", a radius of 945.77 feet, an arc length of 587.55 feet;
3. Thence N 21° 31' 44" W, a distance of 480.00 feet;
4. Thence along the arc of a curve to the left, having a central angle of 33° 40' 22", a radius of 2185.61 feet, an arc length of 1284.49 feet;

To a point at the Southwest corner of Lot 10, Walden III of said records; thence along the Easterly and Northerly lines of Walden III the following eight (8) courses:

1. Thence N 34° 47' 54" E, a distance of 417.81 feet;

2. Thence N 54° 21' 43" W, a distance of 919.64 feet;
3. Thence N 39° 00' 02" W, a distance of 349.96 feet;
4. Thence N 24° 59' 57" W, a distance of 375.04 feet;
5. Thence N 11° 44' 57" W, a distance of 60.00 feet;
6. Thence N 15° 48' 29" W, a distance of 545.94 feet;
7. Thence N 26° 18' 27" W, a distance of 608.84 feet;
8. Thence N 60° 48' 40" W, a distance of 500.97 feet;

To the Center Corner (C1/4) of said Section 15; thence N 00° 25' 47" E, along the Easterly line of a tract of land as described in Book 6721 at Page 1302 of the records of the Clerk and Recorder of said County, a distance of 1082.22 feet; thence S 89° 35' 52" E, a distance of 854.81 feet to a point on the Westerly boundary of Walden III Filing 2 as recorded in Plat Book K-2 at Page 40 of said records; thence along the Westerly line of said Walden III Filing 2 the following eight (8) courses;

1. Thence S 07° 44' 37" E, a distance of 8.18 feet;
2. Thence S 07° 39' 36" E, a distance of 149.47 feet;
3. Thence S 22° 42' 20" E, a distance of 349.66 feet;
4. Thence S 32° 11' 41" E, a distance of 299.66 feet;
5. Thence S 37° 30' 00" E, a distance of 198.20 feet;
6. Thence S 37° 34' 45" E, a distance of 64.00 feet;
7. Thence S 37° 43' 11" E, a distance of 88.87 feet;
8. Thence S 58° 46' 49" W, a distance of 49.57 feet;

To a point on the most Northwesterly corner of Walden III Filing No. 3 as recorded in Book R-2 at Page 49 of said records; thence along the Westerly line of said Walden III Filing 3 the following four (4) courses:

1. Thence S 27° 50' 58" E, a distance of 990.90 feet;
2. Thence S 38° 51' 59" E, a distance of 838.32 feet;
3. Thence S 47° 20' 07" E, a distance of 424.56 feet;
4. Thence N 80° 19' 23" E, a distance of 173.04 feet;

To the Point of Beginning, EXCEPTING therefrom any portions within Walden Preserve Filing No. 1 recorded August 8, 2005 at Reception No. 205122356 and EXCEPTING therefrom any portion within Walden Preserve 2, Filing No. 1 recorded June 30, 2015 at Reception No. 215713640 and EXCEPTING therefrom any portion within Walden Preserve 2, Filing No. 2 recorded June 30, 2015 at Reception No. 215713641,  
County of El Paso,  
State of Colorado

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## 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 phone 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>

**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**

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

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

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

### Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

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

### How Information is Collected

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

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

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

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

### Use of Collected Information

Information collected by FNF is used for three main purposes:

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

### When Information Is Disclosed

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

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

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;

- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

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

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

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

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

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

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

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

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

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

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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

### **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

### **Privacy Outside the Website**

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

## International Users

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

## The California Online Privacy Protection Act

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

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

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

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

## Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

## Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to [privacy@fnf.com](mailto:privacy@fnf.com) or by mail or phone to:

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