

Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500
Fax: 719-425-2725

Transmittal Information

Date: 10/04/2024
File No: 3004COR
Property Address: Flying Horse North Filing No. 5, Colorado Springs, CO
Buyer\Borrower: PRI #2 LLC, a Colorado limited liability company
Seller:

For changes and updates please contact your Escrow officer(s):

Escrow Officer:

Not Applicable

Core Title Group LLC

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E-Mail:

Processor:

E-Mail: LPlank@coretitlegroupllc.com

Copies Sent to:

Buyer:

PRI #2 LLC, a Colorado limited liability company
2138 Flying Horse Club Drive
Colorado Springs, CO 80921

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

CASH

Mortgage Broker:

Phone: Fax:

Attn:

Email:

Phone: Fax:

Attn:

Email:

Additional Contacts

Misc

CORE Commercial

Email: commercial@coretitlegroupllc.com

Surveyor

Edward-James Surveying, Inc.

926 Elkton Drive

Colorado Springs, CO 80907

Phone: 719-576-1216

Contact: Jon Tessin

Email: jtessin@ejsurveying.com

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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 EXTRACTIONAL 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, Westcor Land Title Insurance Company, a South Carolina 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 Amount of Insurance 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.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500

By: [Signature]
Mary O'Donnell - President
Attest: [Signature]
Donald A. Berube - Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of 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; and
- f. Schedule B, Part II—Exceptions; and
- g. a 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 is not liable for any other amendment to this Commitment.

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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.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **3004COR****SCHEDULE A**1. Commitment Date: **September 28, 2024, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured: **CASH**

Proposed Policy Amount:

<i>Informational End</i>	\$	250.00
Total:	\$	250.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**4. The Title is, at the Commitment Date, vested in:
PRI #2, a Colorado limited liability company5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"
For Informational Purposes Only:
Flying Horse North Filing No. 5, Colorado Springs, COAPN: **5131000002**Countersigned
Core Title Group LLCBy: 
Lauren Hector

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File No.: 3004COR

EXHIBIT A

The Land is described as follows:

A TRACT OF LAND BEING A PORTION OF SOUTH HALF OF SECTION 30, AND A PORTION OF NORTH HALF OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END BY A 1" YELLOW PLASTIC CAP STAMPED "18235" AND THE EAST END BY A 2" ALUMINUM CAP STAMPED "32439" WITH APPROPRIATE MARKINGS, IS ASSUMED TO BEAR N89°03'58"E A DISTANCE OF 1,332.09 FEET.

COMMENCING AT THE NORTHEAST CORNER OF TRACT F, FLYING HORSE FILING NO. 3 AS RECORDED UNDER RECEPTION NUMBER 224715365, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD STAGECOACH ROAD AS PLATTED IN FLYING HORSE NORTH FILING NO. 1, AS RECORDED UNDER [RECEPTION NUMBER 218714238](#), RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

- 1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S01°51'31"W, HAVING A DELTA OF 13°40'23", A RADIUS OF 1,560.00 FEET A DISTANCE OF 372.28 FEET TO A POINT OF TANGENT;**
- 2. S74°28'06"E A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;**
- 3. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 52°50'29", A RADIUS OF 840.00 FEET A DISTANCE OF 774.70 FEET TO A POINT OF TANGENT;**
- 4. N52°41'25"E A DISTANCE OF 1,280.10 FEET;**

THENCE S37°18'35"E A DISTANCE OF 402.75 FEET; THENCE S09°22'22"E A DISTANCE OF 488.58 FEET; THENCE S04°05'31"E A DISTANCE OF 1,388.17 FEET; THENCE S07°08'46"W A DISTANCE OF 860.74 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE S89°11'15"W ON SAID SOUTHERLY LINE A DISTANCE OF 280.88 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE S89°11'00"W ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31 A DISTANCE OF 447.29 FEET; THENCE

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N01°31'19"E A DISTANCE OF 225.22 FEET; THENCE N88°25'47"W A DISTANCE OF 316.03 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE BOUNDARY LINE OF TRACT M, AS PLATTED IN SAID FLYING HORSE FILING NO. 1; THENCE ON THE BOUNDARY LINE OF SAID TRACT M, THE FOLLOWING FIVE (5) COURSES:

- 1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N66°58'15"W, HAVING A DELTA OF 70°52'24", A RADIUS OF 74.72 FEET A DISTANCE OF 92.42 FEET TO A POINT OF TANGENT;**
- 2. N47°50'38"W A DISTANCE OF 125.93 FEET TO A POINT ON CURVE;**
- 3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N62°07'29"W, HAVING A DELTA OF 93°42'48", A RADIUS OF 178.44 FEET A DISTANCE OF 291.86 FEET TO A POINT OF TANGENT;**
- 4. N65°50'18"W A DISTANCE OF 926.31 FEET;**
- 5. N66°22'10"W A DISTANCE OF 418.60 FEET;**

THENCE N77°19'50"W A DISTANCE OF 99.91 FEET TO A POINT ON THE BOUNDARY OF TRACT F, FLYING HORSE FILING NO. 3, AS RECORDED UNDER RECEPTION NUMBER 224715365; THENCE ON SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

- 1. N56°12'59"W A DISTANCE OF 96.82 FEET;**
- 2. N02°34'45"E A DISTANCE OF 964.84 FEET TO THE POINT OF BEGINNING.**

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

This report is for informational purposes only, no policy will be issued.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded February 4, 2016 as [Reception No. 216011302](#).

Deed recorded June 15, 2022 as [Reception No. 222082547](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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 value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Except 60 foot right of way to El Paso County along all section lines as recorded in Road Record A at Page 78 being 30 feet on each side of each section line.
10. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed and Bill of Sale in instrument recorded at [Book 1337 at Page 155](#).

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11. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement granted to the Douglas County Soil Conservation District recorded March 11, 1963 in [Book 1949 at Page 256](#).
12. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded September 09, 1963 in [Book 1974 at Page 797](#).
13. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded November 14, 1963 in [Book 1986 at Page 412](#).
14. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded April 18, 1969 in [Book 2287 at Page 288](#).
15. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded September 18, 1969 in [Book 2310 at Page 481](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way Agreement granted to Colorado Interstate Corporation recorded June 22, 1970 in [Book 2349 at Page 858](#).
17. Terms, agreements, provisions, conditions, obligations and easements as contained in Permit Agreement by and between Mountain View Electric Association and Colorado Interstate Corporation recorded November 19, 1971 in [Book 2450 at Page 594](#).
18. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded June 20, 1977 in [Book 2932 at Page 777](#).
19. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1989 in [Book 3673 at Page 897](#).
20. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in [Book 3673 at Page 912](#).
21. The effect of Notice Concerning Underground Facilities for Mountain View Electric Association, Inc. recorded May 08, 1983 in [Book 3718 at Page 812](#).
22. Terms, agreements, provisions, conditions and obligations as contained in Declaration of Establishment of Water Rights Easements recorded September 21, 1995 in [Book 6728 at Page 1331](#).
23. Terms, agreements, provisions, conditions and obligations as contained in Special Warranty Deed conveying water rights recorded September 21, 1995 in [Book 6728 at Page 1362](#). Bargain and Sale Deed (Water Deed) in

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connection therewith recorded February 04, 2016 at [Reception No. 216011304](#).

24. Reservation to the State of Colorado, reserving all rights to any and all minerals, ores, or metals of every kind and character and all coal, asphaltum, oil or other like substances in or under said land and the right of ingress and egress for the purpose of mining together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances as recorded December 28, 2000 at [Reception No. 200155792](#).
25. Terms, agreements, provisions, conditions and obligations as contained in Boundary Line Agreement recorded November 15, 2004 at [Reception No. 204188565](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Non-Exclusive Permanent Easement recorded August 23, 2010 at [Reception No. 210081317](#).
27. Terms, agreements, provisions, conditions and obligations as contained in Non-Exclusive Permanent Easement recorded August 23, 2010 at [Reception No. 210081318](#).
28. Terms, agreements, provisions, conditions and obligations as contained in Non-Exclusive Permanent Easement recorded August 23, 2010 at [Reception No. 210081319](#).
29. Terms, agreements, provisions, conditions and obligations as contained in Long Term Agreement to Restrict Mineral Development recorded May 12, 2011 at [Reception No. 211047259](#) and recorded November 17, 2011 at [Reception No. 211113675](#).
30. Terms, agreements, provisions, conditions and obligations as contained in Recordation Notice of Memorandum of Post Closing Obligations recorded February 4, 2016 at [Reception No. 216011308](#).
31. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-442 regarding zoning recorded December 15, 2016 at [Reception No. 216145936](#).
32. Terms, agreements, provisions, conditions and obligations as contained in Flying Horse North Planned Unit Development Plan recorded March 22, 2017 at [Reception No. 217032585](#).
33. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 16CW3190 recorded October 25, 2017 at [Reception No. 217129159](#).
34. Rights of way and easements granted to Mountain View Electric Association, Inc. in instruments recorded June 14, 2018 at [Reception No. 218068373](#) and [Reception No. 218068374](#)

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35. The effect of inclusion of a portion of the subject property within the El Paso County Public Improvement District No. 3 as evidenced by Resolution No. 18-368 recorded September 21, 2018 at [Reception No. 218110371](#).
36. Terms, agreements, provisions, conditions and obligations as contained in Decree of the Water Court Case No. 94-CW-023(B) recorded October 26, 2018 at [Reception No. 218125013](#).
37. Bargain and Sale Deed (Water Deed) in connection therewith recorded November 6, 2018 at [Reception No. 218129417](#).
38. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, Ruling of the Referee, Judgment and Decree of the Water Court Case No. 2004-CW-098 recorded October 26, 2018 at [Reception No. 218125017](#). State of Colorado State Board of Land Commissioners Groundwater Production Lease No. OT-109328 in connection therewith recorded December 31, 2014 at [Reception No. 214120413](#). Bargain and Sale Deed (Water Deed) in connection therewith recorded February 04, 2016 at [Reception No. 216011304](#). Assignment of said State Water Lease to PRI #2 LLC, a Colorado limited liability company recorded November 06, 2018 at [Reception No. 218129413](#). Assignment of said State Water Lease to PRI #2 LLC, a Colorado limited liability company recorded November 06, 2018 at [Reception No. 218129415](#). Assignment of Adjudication of Ground Water in Section 36 to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation in connection therewith recorded November 06, 2018 at [Reception No. 218129416](#). Assignment of Right to Reversion Interest of Title to Certain Dawson and Laramie-Fox Hills Aquifer Groundwater to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation in connection therewith recorded November 6, 2018 at [Reception No. 218129419](#). Assignment Agreement of Interest, Rights and Obligations, Including Plan for Augmentation to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation in connection therewith recorded November 06, 2018 at [Reception No. 218129420](#). Water Agreement Flying Horse North Homeowners Association, Inc. in connection therewith recorded November 06, 2018 at [Reception No. 218129421](#). Assignment of Right to Reversion Interest of Title to Certain Denver and Arapahoe Aquifer Groundwater in connection therewith recorded November 06, 2018 at [Reception No. 218129424](#). Water Agreement Flying Horse Country Club in connection therewith recorded November 06, 2018 at [Reception No. 218129425](#). Escrow Agreements/Groundwater Production Lease in connection therewith recorded November 06, 2018 at [Reception No. 218129426](#) and [Reception No. 218129427](#). Resolution No. 18-351 approving said Escrow Agreements recorded September 6, 2018 at [Reception No. 218104132](#) and re-recorded September 10, 2018 at [Reception No. 218105604](#).
39. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Turn-Around Easement recorded November 06, 2018 at [Reception No. 218129423](#).
40. Any and all Notes, Easements, Rights of Way, Restrictions, Limitations and other matters as set forth on the Plat of Flying Horse North Filing No. 1 recorded November 06, 2018 at [Reception No. 218714238](#). Said Plat was

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amended by Affidavit of Correction recorded November 14, 2018 at [Reception No. 218132363](#). Resolution No. 8-352 approving said Plat recorded September 06, 2018 at [Reception No. 218103825](#). Resolution No. 20-457 regarding acceptance of street maintenance recorded December 29, 2020 at [Reception No. 220213235](#).

41. Terms, agreements, provisions, conditions, easements and obligations as contained in Development Agreement and Easement recorded November 6, 2018 at [Reception No. 218129429](#).
42. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded November 6, 2018 at [Reception No. 218129430](#).
43. Terms, agreements, provisions, conditions and obligations as contained in Use Restriction Covenant recorded November 06, 2018 at [Reception No. 218129431](#).
44. Covenants, conditions and restrictions recorded November 6, 2018 at [Reception No. 218129432](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
45. Terms, agreements, provisions, conditions and obligations as contained in Bylaws of the Flying Horse North Homeowners Association, Inc. recorded November 6, 2018 at [Reception No. 218129433](#).
46. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded January 10, 2019 at [Reception No. 219002992](#).
47. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 17CW3209 recorded June 27, 2019 at [Reception No. 219071888](#).
48. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 18CW3043 recorded October 21, 2019 at [Reception No. 219130822](#).
49. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 18CW3185 recorded August 06, 2020 at [Reception No. 220117289](#).
50. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded April 16, 2021 at [Reception No. 221076188](#).
51. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded July 01, 2021 at [Reception No. 221127655](#)

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52. Terms, agreements, provisions, conditions and obligations as contained in Declaration of Covenants Imposing and Implementing the FHCI Retail Sales Fee recorded September 1, 2021 at [Reception No. 221164964](#).
53. Quit Claim Deed (Water and Mineral Rights) recorded June 15, 2022 at [Reception No. 222082546](#) purports to convey all water and water rights and all minerals rights appurtenant to, or underlying the Property described therein.
54. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded July 22, 2022 at [Reception No. 222099123](#).
55. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement and Maintenance Agreement recorded August 11, 2022 at [Reception No. 222106844](#).
56. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 22-404 regarding Approval of Sketch Plan SKP-22-003 Flying Horse North recorded November 16, 2022 at [Reception No. 222141808](#).
57. Terms, agreements, provisions, conditions and obligations as contained in Service Plan for Flying Horse North Metropolitan District Nos. 1-5 as set forth in Resolution No. 23-346 a Resolution to Approve a Special District Service Plan Flying Horse North Metropolitan District Nos. 1-5 recorded September 29, 2023 at [Reception No. 223082756](#). Notice recorded August 28, 2024 at [Reception No. 224067604](#).
58. Terms, agreements, provisions, conditions and obligations as contained in Findings, Order and Decree to Create District recorded December 6, 2023 at [Reception No. 223099738](#), [Reception No. 223099740](#), [Reception No. 223099742](#), [Reception No. 223099743](#), and [Reception No. 223099750](#).
59. Terms, agreements, provisions, conditions and obligations as contained in Resolution to Approve Application for Final Acceptance of Certain Streets within Flying Horse North Filing No. 1 Into the El Paso County Road Maintenance System recorded at [Reception No. 224013971](#)
60. Deed of Trust from PRI #2 LLC, a Colorado limited liability company and JBS Family Enterrises, LLLP, a Colorado Limited Liability Limited Partnership, for the use of First National Bank Colorado, to secure \$10,000,000.00 dated July 3, 2024 recorded July 3, 2024 at [Reception No. 224051232](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Core Title Group LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.