

Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 07/15/2021

File No: 84565ECS

Property Address: 6180 Lake Shore Court, Colorado Springs, CO 80915

Buyer\Borrower: Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.

Seller: Mikey's Total Car Care, LLC, a Colorado limited liability company

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

Escrow Officer:
Jamie Hensley
Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**
E-Mail: **Jamie.Hensley@stewart.com**

Title Officer:
Kara DeMasters
Empire Title of Colorado Springs, LLC
c/o Stewart Title Southern Colorado Production Services

Escrow Processor:
Jessica Sheley
E-Mail: Jessica.Sheley@stewart.com
Phone: 719-884-5300

Buyer:
Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.
DELIVERED VIA: AGENT

Seller:
Mikey's Total Car Care, LLC, a Colorado limited liability company
DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Changes: Updated Effective Date

Thank you for using Empire Title of Colorado Springs, LLC.



5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

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.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Empire Title of Colorado Springs, LLC.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

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

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

A handwritten signature in black ink, appearing to read "Denise Carraux", written over a horizontal line.

A handwritten signature in black ink, appearing to read "Frederick H. Eppinger", written over a horizontal line.

Frederick H. Eppinger
President and CEO

Authorized Signatory

Empire Title of Colorado Springs, LLC
(Company)
5555 Tech Center Drive, Suite 110
Colorado Springs, CO

A handwritten signature in black ink, appearing to read "Denise Carraux", written over a horizontal line.

Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **July 10, 2021, 7:30 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.**
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<i>Informational End</i>	\$	300.00
Total:	\$	300.00
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:
Mikey's Total Car Care, LLC, a Colorado limited liability company
5. The land referred to in this Commitment is described as follows:
**Lot 3, Lakeshore Industrial Park, County of El Paso, State of Colorado,
Together with a non-exclusive ingress and egress easement over the Westerly 30 feet of the Southerly 407.80 feet of Lot 4 in said Lakeshore Industrial Park.**

For Informational Purposes Only: **6180 Lake Shore Court, Colorado Springs, CO 80915**
APN: **5406204040**

Countersigned
Empire Title of Colorado Springs, LLC

By:



Kara DeMasters

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty 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.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

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.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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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 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. 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. **Reservation made by The East Colorado Springs Land Company of all coal contained in said lands, as described in deed recorded February 21, 1916 in [Book 447 at Page 379](#), and any interests therein or rights thereunder.**
10. **Terms, agreements, provisions, conditions, obligations and easements as contained in Avigation Easements, recorded February 4, 1972 in [Book 2465 at Page 481](#) and in [Book 2465 at Page 759](#).**
11. **Terms, agreements, provisions, conditions, obligations and easements as contained in Covenant Agreement Concerning Maintenance of Private Access Easement, recorded October 1, 1996 at [Reception No. 96124793](#) and Amendment To Covenant Agreement Concerning Maintenance of Private Access Easement,**

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recorded January 22, 1999 at [Reception No. 99011147](#).

12. Notes, notices and easements as shown on the plat of Lakeshore Industrial Park recorded October 8, 1996 at [Reception No. 96127985](#).
13. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

FOR INFORMATIONAL PURPOSES ONLY:

Statement of Authority recorded May 5, 2020 at [Reception No. 220061211](#).

Deed recorded May 5, 2020 as [Reception No. 220061212](#).

Deed of Trust from Mikey's Total Car Care LLC, a Colorado limited liability company to the Public Trustee of the County of El Paso, State of Colorado, for the use of Outlook Investments, LLC, a Colorado limited liability company to secure \$652,300.00, dated May 4, 2020 and recorded May 5, 2020 at [Reception No. 220061213](#).

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

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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DISCLOSURES

File No.: 84565ECS

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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.

File No.: 84565ECS

CO Commitment Disclosure

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.

- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

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Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

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DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- (A) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- (B) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (C) 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

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Empire Title of Colorado Springs, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- (a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

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.



5755 Mark Dabbling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

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 Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

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

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A handwritten signature in black ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font with a registered trademark symbol (®). To the left of the word is a stylized graphic of a square with an arrow pointing to the right. Below the word "stewart" is the text "title guaranty company" in a smaller, lowercase, sans-serif font.

A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Countersigned:

Authorized Countersignature

Empire Title of Colorado Springs, LLC (Company)
5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at<<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Received at 7:15 o'clock 6 M. FEB 3 1972
Reception No. 860618 HARRIET BEALS

AVIGATION EASEMENT

FEB 3 1972

BOOK 2465 PAGE 481

WHEREAS, Cimarron Corp., hereinafter called the Grantor, is the owner in fee simple of that certain parcel of land situated in the County of El Paso, State of Colorado, to wit: see attached legal description

hereinafter called "Grantor's Property", and outlined on the attached map

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey unto the ~~City of Colorado Springs~~ City of Colorado Springs, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the City of Colorado Springs Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise, vibration, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said City of Colorado Springs Airport; and Grantor hereby waives, remises and releases any right or cause of action which he now has or which he may have in the future against Grantee, its successors and assigns, due to such noise, vibration and other effects that may be caused by the operation of aircraft landing at, taking off from, or operation at or on said City of Colorado Springs Airport.

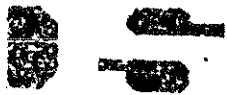
TO HAVE AND TO HOLD said easement and right of way and all rights appertaining thereto unto the Grantee, its successors and assigns, until said City of Colorado Springs Airport shall be abandoned and shall cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall

LEGAL DESCRIPTION

A tract of land in the E1/2 of Section 6, T14S, R65W of the 6th PM. situated in El Paso County, Colorado, and described as follows: beginning at the point of intersection of the north line of Omaha Blvd. with the west line of the said E1/2 of Section 6, thence northerly on said west line to the southerly R/W line of the C.R.I. & F.R.P., thence southeasterly along said R/W line to the northeast corner of Cimarron Westridge Filing No. 3, thence southerly along the east line of said Filing No. 3 to the south line of Palmer Park Blvd., thence easterly on said south line to the west line of Hathaway Drive, thence southerly and southwesterly on said west line to the north line of Omaha Blvd., thence westerly on said north line to the point of beginning.

Plus the west half of Section 6 T14S, R65W of the 6th PM. situated in El Paso County, Colorado that lies south of the Chicago, Rock Island & Pacific Railroad.

Plus the southeast 1/4 of the southeast 1/4 of Section 1, T14S, R66W of the 6th PM. in El Paso County, Colorado.



run with the land.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this

tenth day of January 1972, A.D.

By Robert R. Jardon
JARDON & KNIGHT

State of Colorado,)
) ss.
County of El Paso)

BH Smartt
CIMARRON CORPORATION

The foregoing instrument was acknowledged before me this 10TH
day of January 1972, A.D., by ROBERT R. JARDON AND B.H. SMARTT.

My Commission expires MARCH 4, 1975.



Phyllis Fisher
Notary Public.

96124793

96 OCT -1 5:10:49

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

ORIGINAL

COVENANT AGREEMENT
CONCERNING MAINTENANCE
OF
PRIVATE ACCESS EASEMENT

THIS COVENANT AGREEMENT (the "Agreement") is entered into by and between LAKESHORE DEVELOPMENT COMPANY, L.L.C., hereafter collectively referred to as "Grantor", whose address is c/o The Olive Real Estate Group, Suite 250, 102 North Cascade Avenue, Colorado Springs, Colorado 80903.

Grantor is the record owner of the following real property located in El Paso County, Colorado, and legally described as:

Lots 2, 3 and 4, Lakeshore Industrial Park, a Resubdivision of Lot 9, Block 1, Cimmaron-Northwest Industrial and Lot 1, Block 1, Lakeshore Industrial No.2, according to the plat thereof recorded in Plat Book _____ at Page _____, Colorado Springs, El Paso County, Colorado (hereafter individually referred to as either "Lot 2", "Lot 3" or "Lot 4", and collectively referred to as "Lots 2, 3 and 4" or, at times, the "Lots" or the "Property").

Whereas according to the Plat of the Property a twenty (20) foot common access and egress and utility easement (hereafter the "Access Easement") has been dedicated along the easterly boundary of Lot 2 and Lot 3 and along the westerly boundary of Lot 4, and such Access Easement is for the benefit of the Lots.

Whereas, Grantor is desirous of establishing a system for the common maintenance and repair of the Access Easement.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by reference and for other good and valuable consideration, Grantor hereby subjects the Property to the following Covenants concerning the maintenance and repair (as hereafter described) of the Access Easement.

Section 1. Right of Use. Subject to the terms hereof, the present and future owners of Lots 2, 3, and 4, and their agents, employees, invitees, licensees, and tenants and the agents, employees, invitees, and sub-tenants of such tenants, and their successors and assigns, shall be entitled to the non-exclusive, but perpetual use for pedestrian and vehicular ingress and egress to, on, over, upon, and across the Access Easement.

Section 2. Maintenance and Repair of Access Easement. The present and future owners of each of the Lots shall each bear one-third (1/3rd) of the cost and expense of repairs and maintenance of the Access Easement. The owners of the Lots shall pay their one-third (1/3rd) share of the costs and expenses of repair and maintenance on a monthly, or, from time to time, if agreed upon by a majority vote of the owners of such Lots, a more frequent or less

frequent, basis. Any costs and expenses of repair and maintenance of the Access Easement which are not paid within ten (10) days of their due date shall bear interest at the rate of fifteen percent (15%) per annum until paid.

Section 3. Nature and Amount of Repairs to and Maintenance of Access Easement. The repairs and maintenance to be undertaken and performed on or for the Access Easement under this Agreement shall include, but not be limited to, such repairs and maintenance as snow removal, surface repair, pothole repair, weed control, and any and all other repairs and maintenance that the City of Colorado Springs, Colorado, would perform on the Access Easement if the Access Easement were a publicly dedicated street. Said repairs and maintenance shall be done in a good and workmanlike manner.

The then owners of Lots 2, 3, and 4, by majority vote shall determine the nature, amount, cost and timing of any repairs or maintenance to be performed on or for the Access Easement, and such determination, as made, shall be binding upon and enforceable against all of the then owners of such Lots.

Section 4. Real Property Taxes. Because of the inherent difficulty in allocating the real property taxes attributable to the Access Easement, the owner of Lot 4 shall be solely responsible for the payment of any and all real property taxes which may be imposed upon its lot, without apportionment or reimbursement from the owners of Lot 2 or Lot 3 on account of the Access Easement.

Section 5. Enforcement of Covenant. This Agreement may be enforced by any or all of the owners of Lots 2, 3 and 4. In the event that an owner of any of such Lots fails to pay any charges required herein by the due date thereof, or fails to comply with any other provision of this Agreement (after ten (10) days written notice has been delivered to such owner), any of the owners of the other Lots may elect, without further notice or demand, to (1) file a lien against the defaulting owner's Lot, (2) terminate the defaulting owner's right to use of the Access Easement until such time as the default is cured, and/or (3) commence an appropriate legal action to compel the defaulting owner to cure such default.

Section 6. Covenant to Run with the Property. The Covenants set forth in this Agreement shall run with the Property, shall be appurtenant to Lots 2, 3 and 4, and shall inure to the benefit of the Property and all present and future owners of the Property and each lot in the Property.

Section 8. Miscellaneous.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

B. The prevailing party in any litigation relating to

this Agreement shall be entitled to recover its reasonable attorney fees and costs.

C. In the event that any provision set forth in this Agreement is held to be invalid or unenforceable, the same shall not affect the remaining provisions of this Agreement.

Section 9. Term and Termination. This Agreement shall continue in full force and effect in perpetuity, subject only to termination, modification, or amendment upon the unanimous written agreement of the owners of Lots 2, 3 and 4. Any such termination, modification or amendment shall be binding upon all of the present and future owners of such Lots, but shall not be binding on any third party without knowledge until and unless such termination, modification or amendment shall have been duly recorded in the records of the Clerk and Recorder for El Paso County, Colorado.

IN WITNESS WHEREOF, Charley Conrad and Michael Underwood, by their signatures below, have caused this Agreement to be imposed upon the Property.

GRANTOR: LAKESHORE DEVELOPMENT COMPANY, L.L.C.

Cheryl F. Carl 10/1/96

Charley F. Conrad - Manager

State of Colorado)) ss.
County of El Paso)

The foregoing Covenant Agreement Concerning Maintenance of Private Access Easement was acknowledged before me this 1st day of October, 1996, by Charley Conrad and Michael Underwood.

"Witness" my hand and official seal.

My commission expires: 5/1/99

Notary Public

WARRANTY DEED

THIS DEED, made this 4th day of May, 2020, between SBR PROPERTIES, L.L.C., a Colorado limited liability company of the County of El Paso and State of Colorado, grantor(s), and Mikey's Total Car Care LLC, a Colorado limited liability company whose legal address is 6180 Lake Shore Court, Colorado Springs, CO 80915 of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, IN SEVERALTY, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Lot 3 in Lakeshore Industrial Park, County of El Paso, State of Colorado,
Together with a non-exclusive ingress and egress easement over the Westerly 30 feet of the Southerly 407.80 feet of Lot 4 in said Lakeshore Industrial Park.

also known by street and number as: 6180 Lake Shore Court, Colorado Springs, CO 80915
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any, subject to the statutory exception as defined in C.R.S. §38-30-113, revised.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.
SBR PROPERTIES, L.L.C., a Colorado limited liability company

By: Steven J. Rubin, Manager
Barbara L. Rubin
By: Barbara L. Rubin, Manager

State of Colorado }
County of El Paso } ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4 day of May, 2020 by Steven J. Rubin as Manager for SBR PROPERTIES, L.L.C., a Colorado limited liability company and Barbara L. Rubin as Manager for SBR PROPERTIES, L.L.C., a Colorado limited liability company.

My Commission expires:

Witness my hand and official seal.
Jamie Hensley
Notary Public

DOC FEE: \$72.50

JAMIE HENSLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034009857
My Commission Expires 03-25-2023



No. 127824

WARRANTY DEED.
(CORPORATION.)

[illegible]

Alvin Jackson, Jr.

[illegible]

Q.E. Stumpf
\$2.50

1. 姓名: 张三
 2. 性别: 男
 3. 年龄: 25
 4. 职业: 教师
 5. 籍贯: 广东
 6. 民族: 汉族
 7. 婚姻状况: 已婚
 8. 子女情况: 一子一女
 9. 健康状况: 良好
 10. 兴趣爱好: 阅读、运动
 11. 教育程度: 本科
 12. 工作单位: 某某中学
 13. 联系电话: 13800138000
 14. 电子邮箱: zhangsan@example.com
 15. 住址: 广州市天河区某某路某某号

TOGETHER with all and singular the hereditaments, rights, franchises, liberties, and profits thereof; and all the estate, rights, and premises, with the hereditaments and appurtenances, TO HAVE AND TO HOLD the said premises

[illegible]

IN WITNESS WHEREOF, The said,

E. D. Smith
 President
 Board of Directors of Angelus Hotel, San Antonio
 1514 Ave. Henry
 San Antonio, Texas

STATE OF COLORADO,

I, Henry Smith, President and
 person whose name is subscribed to the foregoing deed as having executed the same respectively,
 and who are known to me to be such officers respectively,
 do hereby certify that the within and foregoing instrument is the corporate seal of said
Land Company,
 and that the same was lawfully affixed by the authority of said Company, and that instrument was by its authority
 acknowledged. Testes: Wm. Smith, President of said
Geo. H. Smith, President and Secretary of said
 as to the said Geo. H. Smith, President and Secretary of said

that he is the Secretary of said Company; that they signed the same; and that they said: "The... said The... for the use of a..."

[illegible]

COUNTY OF _____

[illegible]

Received at 9:15 o'clock a M. FEB 4 1972
Reception No. 860896 HARRIET BEALS

BOOK 2465 PAGE 759

WHEREAS, Cimarron Corp., hereinafter called the Grantor, is the owner in fee simple of that certain parcel of land situated in the County of El Paso, State of Colorado, to wit: see attached legal description

hereinafter called "Grantor's Property", and outlined on the attached map

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey unto the ~~Council of City of Colorado Springs and~~ City of Colorado Springs ~~Trust~~, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the City of Colorado Springs Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise, vibration, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said City of Colorado Springs Airport; and Grantor hereby waives, remises and releases any right or cause of action which he now has or which he / have in the future against Grantee, its successors and assigns, due to such noise, vibration and other effects that may be caused by the operation of aircraft landing at, taking off from, or operation at or on said City of Colorado Springs Airport.

TO HAVE AND TO HOLD said easement and right of way and all rights appertaining thereto unto the Grantee, its successors and assigns, until said City of Colorado Springs Airport shall be abandoned and shall cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall

DAVID R. SELLON & ASSOCIATES INC.

BOOK 2465 PAGE 760

LAND DEVELOPMENT CONSULTANTS 507-0735

LEGAL DESCRIPTION

A tract of land in the E1/2 of Section 6, T14S, R45W of the 6th PM. situated in El Paso County, Colorado, and described as follows: Beginning at the point of intersection of the north line of Omaha Blvd. with the west line of the said E1/2 of Section 6, thence northerly on said west line to the southerly R/W line of the C.R.I. & P.R.P., thence southeasterly along said R/W line to the northeast corner of Cimarron Westridge Filing No. 3, thence southerly along the east line of said Filing No. 3 to the south line of Palmer Park Blvd., thence easterly on said south line to the west line of Hathaway Drive, thence southerly and southwesterly on said west line to the north line of Omaha Blvd., thence westerly on said north line to the point of beginning.

Plus the west half of Section 6 T14S, R45W of the 6th PM. situated in El Paso County, Colorado that lies south of the Chicago, Rock Island & Pacific Railroad.

Plus the southeast 1/4 of the southeast 1/4 of Section 11, T14S, R45W of the 6th PM. in El Paso County, Colorado.

AMENDMENT TO COVENANT AGREEMENT
CONCERNING MAINTENANCE OF PRIVATE ACCESS EASEMENT

This Amendment ("Amendment") is entered into by and between Lakeshore Development Company LLC ("Grantor") and Kevin Sabins ("Sabins").

WHEREAS Grantor originally recorded a Covenant Agreement Concerning Maintenance of Private Access Easement ("Covenant") in the Clerk and Recorder's Office of El Paso County, Colorado, under Reception No. 96124793 relating to Lots 2, 3 and 4 of the Lakeshore Industrial Park, a re-subdivision of Lot 9, Block 1 Cimmaron-Northwest Industrial and Lot 1, Block 1 Lakeshore Industrial No. 2, according to the plat thereof recorded under Reception No. 96127985 of the aforesaid Clerk's Office and Grantor and Sabins desire to amend certain provisions of said covenant, being all of the owners of the real property affected by the Covenant;

NOW THEREFORE, in consideration of the premises which are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows for themselves and their successors in interest to the lands governed by said covenant.

Section 1. Section 1 of the Covenant is hereby deleted and the following is substituted in its place and stead:

Subject to the terms hereof, the present and future owners of Lots 2 and 3 of the Property and the owners of Lots 1, 2 and 3 of Lakeshore Industrial Park Filing No. 2, a re-subdivision of Lot 4, Lakeshore Industrial Park as shown on the plat thereof, recorded under Reception No. 99011145, in the aforesaid Clerk's Office, and their agents, employees, invitees, licensees and tenants and the agents, employees, invitees and sub-tenants of such tenants, and their successors and assigns, shall be entitled to the non-exclusive, but perpetual use for pedestrian and vehicular ingress and egress to, on, over, upon and across the Access Easement.

Section 2. Section 2 of the Covenant is hereby deleted and the following is substituted in its place and stead:

The present and future owners of each of the Lots shall bear one-fifth (1/5th) of the cost and expense of repairs and maintenance of the Access Easement. The owners of the Lots shall pay their one-fifth (1/5th) share of the costs and expenses of repair and maintenance on a monthly, or, from time to time, if agreed upon by a majority vote of the owners of such Lots, a more frequent or less frequent basis. Any costs and expenses of repair and maintenance of the Access Easement which are not paid within ten (10) days of their due date shall bear interest at the rate of fifteen percent (15%) per annum until paid.

J. Patrick Kelly El Paso County
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Rec \$15.00 1 of 3

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Section 4. Section 4 of the Covenant is hereby deleted in its entirety and the following is substituted in its place and stead:

Each of the owners of the Lots shall timely pay all real property taxes or assessments imposed on their property, including that portion of the access easement shown on said plat and, upon failure to do the same, the other owners of property governed by the Covenant may cure such defect and obtain interest at the rate of Prime + 5% and impose a statutory lien on the delinquent owner's property in the manner provided by law.

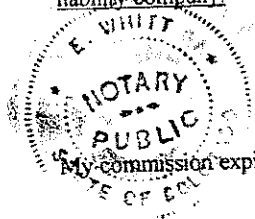
LAKESHORE DEVELOPMENT COMPANY, LLC
a Colorado limited liability company

By: Charley F. Conrad
Charley F. Conrad, Manager

Kevin Sabins
Kevin Sabins

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

Subscribed and sworn to before me this 13th day of January, 1999, by
Charley Conrad, Manager of Lakeshore Development Company, LLC, a Colorado limited
liability company.

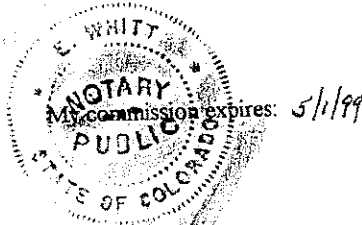


[Signature]
NOTARY PUBLIC

J. Patrick Kelly El Paso County 099011147
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Rec \$15.00 2 of 3

STATE OF COLORADO)
)ss
COUNTY OF EL PASO)

Subscribed and sworn to before me this 13TH day of January, 1999, by
Kevin Sabins.



[Signature]
NOTARY PUBLIC

J. Patrick Kelly El Paso County 099011147
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Rec \$15.00 3 of 3

After Recording Return To:

STATEMENT OF AUTHORITY

- 1. This Statement of Authority relates to an entity named: Mikey's Total Car Care, LLC
- 2. The Entity is a: limited liability company
- 3. The Entity is formed under the laws of: Colorado
- 4. The mailing address for the entity is:
12439 Mt. Lindsey Dr
Peyton CO 80831
- 5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Michael R. Chavez, Manager.
- 6. The authority of the foregoing person(s) to bind the entity is not limited.
- 7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
- 8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: May 4, 2020

Mikey's Total Car Care, LLC, a Colorado limited liability company

By: Michael R. Chavez, Manager

STATE OF: Colorado

COUNTY OF: El Paso

The foregoing instrument was acknowledged before me this 4th day of May, 2020, by Michael R. Chavez as Manager of Mikey's Total Car Care, LLC, a Colorado limited liability company

Witness my hand and seal.

My commission expires:

Jamie Hensley
Notary Public

JAMIE HENSLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034009857
My Commission Expires 03-25-2023



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (TD 72-8-10)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST
(Due on Transfer – Strict)

THIS DEED OF TRUST is made May 4, 2020 between Mikey’s Total Car Care LLC, a Colorado limited liability company (Borrower), whose address is 6180 Lake Shore Court, Colorado Springs, CO 80915; and the Public Trustee of El Paso County, Colorado (Trustee); for the benefit of Outlook Investments, LLC, a Colorado limited liability company (Lender) whose address is 3150 Outlook Drive, Colorado Springs, CO 80921.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of El Paso, State of Colorado:

Lot 3 in Lakeshore Industrial Park, County of El Paso, State of Colorado, together with a non-exclusive easement ingress and egress easement over the westerly 30 feet of the southerly 407.80 feet of Lot 4 in said Lakeshore Industrial Park.

known as No. 6180 Lake Shore Court, Colorado Springs, CO 80915 (Property Address)

together with all its appurtenances (Property).

2. **Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower’s note (Note) dated May 4, 2020 in the principal sum of Six Hundred Fifty Two Thousand Three Hundred and 00/100 Dollars (U.S. \$652,300.00), with interest on the unpaid principal balance from May 4, 2020, until paid, at the rate of 8.30% percent rate per annum, with principal and interest payments payable at 6160 Lake Shore Court, Colorado Springs, CO 80915, or such other place as the Lender may designate, in monthly, interest only payments of U.S. \$4,511.74, due on the 1st day of each month beginning June 1, 2020; such interest only payments to continue for the term of Note; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on May 1, 2023; and Borrower is to pay to Lender a late charge of ten percent (10%) of any payment not received by Lender within 5 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty.

2.2. the payment of all other sums, with interest thereon at 18% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower’s other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 9 (Protection of Lender’s Security), and the balance in accordance with the terms and conditions of the Note.



6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any,, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing, and annually thereafter. Lender shall have the right to hold the policies and renewals thereof.

In the event of Loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph 4 (Payment of Principal and Interest) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition. All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under paragraph 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- 9.3. sums due on any prior lien or encumbrance on the Property;
- 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;
- 9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
- 9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment

thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph 4 (Payment of Principal and Interest) nor change the amount of such installments.

12. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. Mail, addressed to Borrower at Borrower's address stated herein or to such other address as Borrower may designate by notice to the Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale

and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such Notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see the application of the purchase money. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice – notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon Payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Intentionally Reserved.

24. Transfer of The Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower, (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust, (y) the creation of a purchase money security interest for household appliances, or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to

