



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

DATE: May 1, 2017

FILE NUMBER: 570-F0580148-370-CSP

PROPERTY ADDRESS: 34-12-65, Colorado Springs, CO

BUYER/BORROWER: Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association

OWNER(S): Morley-Bentley Investments, LLC.

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: 5200000362

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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

**TO: Fidelity National Title Company  
 1277 Kelly Johnson Blvd # 100  
 Colorado Springs, CO 80920**

**ATTN: CS Title Only  
 PHONE: (719) 590-1711  
 FAX: (719) 531-5864  
 E-MAIL:**

**TO: Tri-State Generation and Transmission Assc  
 1100 W. 116th Ave.  
 Westminster, CO 80234**

**ATTN: Pamela Schroeder  
 PHONE: (303) 254-3946  
 FAX: (303) 254-6063  
 E-MAIL: [pschroeder@tristategt.org](mailto:pschroeder@tristategt.org)**

**TO: Colorado Springs  
 1277 Kelly Johnson Blvd # 100  
 Colorado Springs, CO 80920**

**ATTN: CS Title Only  
 PHONE: (719) 590-1711  
 FAX: (719) 531-5864  
 E-MAIL:**

**END OF TRANSMITTAL**

**Fidelity National Title Insurance Company  
COMMITMENT**

**SCHEDULE A**

**Commitment No:** 570-F0580148-370-CSP

**1. Effective Date:** April 24, 2017 at 7:00 A.M.

**2. Policy or policies to be issued:**

<b>Proposed Insured</b>	<b>Policy Amount</b>
<b>(a) ALTA Owners Policy 6-17-06</b>	<b>\$5,000.00</b>
<b>Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association</b>	
<b>(b) None</b>	<b>\$0.00</b>

\$

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

**A Fee Simple**

**4. Title to the estate or interest in the land is at the Effective Date vested in:**

[Morley-Bentley Investments, LLC., a Colorado limited liability company](#)

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

[See Attached Legal Description](#)

(for informational purposes only) 34-12-65, Colorado Springs, CO

**PREMIUMS:**

Owners Coverage: \$625.00

## Attached Legal Description

A portion of the following described property:  
(See Schedule B B-Section 1 for requirements pertaining to the legal description)

The West Half of the East Half and the West Half of Section 34, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., Except that portion described as follows: that portion of Section 34, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M. described as follows: Commencing at the Southeast corner of the West Half of the Southeast Quarter of said Section 34; thence N 00° 13' 01" W on the East line of the West Half of the Southeast Quarter, 1721.93 feet to the Point of Beginning; thence continue on said line, N 00° 13' 01" W, 1095.85 feet; thence S 89° 59' 37" W, 576.78 feet, thence Northwesterly on the arc of a curve to the right, having a central angle of 13° 28' 52". A radius of 930.00 feet, an arc distance of 218.82 feet to the point of tangent; thence N 76° 31' 31" W, 250.00 feet; thence S 13° 28' 29" W, 1035.83 feet; thence S 82° 20' 46" E, 1293.75 feet to the Point of Beginning,  
County of El Paso,  
State of Colorado

**SCHEDULE B – Section 1**  
**Requirements**

**The following requirements must be met:**

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

Party(s): [Morley-Bentley Investments, LLC., a Colorado limited liability company](#)

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

- f. Easement Grant/Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Furnish for recordation a partial release of deed of trust:

Amount: \$34,725,000.00  
Trustor/Grantor: Morley-Bentley Investments, LLC., a Colorado limited liability company  
Trustee: Public Trustee of El Paso County  
Beneficiary: Hillcrest Bank  
Recording Date: March 29, 2006  
Recording No: [Reception No. 206045412](#)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Hillcrest Bank, National Association  
Recording Date: May 27, 2011  
Recording No: [Reception No. 211052315](#)

Modification Agreement recorded June 10, 2010 at Reception No. 210055130;  
November 4, 2014 at [Reception No. 214101606](#) and January 24, 2017 at  
[Reception No. 217009456](#)

Notice by Disburser recorded March 29, 2006 at [Reception No. 206045414](#)

- h. Furnish for recordation a release statement terminating the financing statement described below

Debtor: Morley-Bentley Investments, LLC.  
Secured Party: Hillcrest bank

Recording Date: March 29, 2006

Recording No: [Reception No. 206045413](#)

Assignment recorded March 21, 2011 at [Reception No. 211028116](#) and February 13, 2012 at [Reception No. 212016220](#)

Amendment recorded October 13, 2010 at [Reception No. 210102085](#) and November 4, 2014 at [Reception No. 214101607](#)

- i. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Colorado registered land surveyor.

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

- j. Statement of Authority for Morley-Bentley Investments, LLC., a Colorado limited liability company recorded October 31, 2014 at [Reception No. 214100618](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Gary L. Hall, Manager

NOTE: Exception number 5 will be removed from the policy provided the company conducts the closing.

END OF REQUIREMENTS

**SCHEDULE B – Section 2**  
**Exceptions**

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

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

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

8. Any Interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners set forth below, which provides that all section lines, township lines, and range lines on the public domain in El Paso County are declared public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, and range lines, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highways when in their judgment it shall be necessary and expedient.

Dated: June 20, 1917  
Recording Date: June 20, 1917  
Recording No.: [Book 571, page 55](#)

9. Undivided ½ interest in all oil, gas, and other mineral rights, as reserved by Ralph Bennett and Opal Bennett in the Deed recorded February 24, 1954 in [Book 1419 at Page 198](#), and any interests therein or rights thereunder. Quit Claim Deed recorded in connection therewith June 11, 2003 at [Reception No. 203129447](#). Affidavit given in connection therewith recorded July 12, 2000 at [Reception No. 20081217](#) and relinquishment of surface rights in Quit Claim Deed recorded March 29, 2006 at [Reception No. 206045406](#)
10. Inclusion of the subject property within the Black Squirrel Soil Conservation District as evidenced by Certificate recorded July 3, 1946 in [Book 957 at Page 321](#).

11. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreement as set forth below:

Recording Date: July 11, 1966  
Recording No.: [Book 2139 at Page 374](#)  
Assignment thereof recorded October 12, 2005 at [Reception No. 205161563](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Aggregate Lease as set forth below:

Recording Date: July 12, 2000  
Recording No.: [Reception No. 200081216](#)  
Assignment of Aggregate Lease recorded March 29, 2006 at [Reception No. 206045405](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 00-542 as set forth below:

Recording Date: March 9, 2001  
Recording No.: [Reception No. 201029151](#)

14. Restrictions and conditions contained in Deed recorded:

Recording Date: March 29, 2006  
Recording No.: [Reception No. 206045408](#) and 206045409

15. Deed recorded March 29, 2006 at [Reception No. 206045410](#) makes reference to water rights.

16. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 08-476 as set forth below:

Recording Date: August 25, 2009  
Recording No.: [Reception No. 209100915](#)  
Resolution extending the expiration period recorded October 2, 2013 at [Reception No. 213124429](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 10-264 as set forth below:

Recording Date: July 9, 2010  
Recording No.: [Reception No. 210065613](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Order and Decree as set forth below:

Recording Date: March 7, 2011  
Recording No.: [Reception No. 211023431](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Order and Decree as set forth below:

Recording Date: March 7, 2011  
Recording No.: [Reception No. 211023432](#)

20. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Access Easement as set forth below:

Recording Date: September 20, 2011  
Recording No.: [Reception No. 211091268](#)

21. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Access Easement as set forth below:

Recording Date: January 4, 2012  
Recording No.: [Reception No. 212000820](#)

22. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement Agreement as set forth below:

Recording Date: March 14, 2014  
Recording No.: [Reception No. 214021315](#)

23. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement Agreement as set forth below:

Recording Date: March 14, 2014  
Recording No.: [Reception No. 214021317](#)

24. Terms, conditions, provisions, agreements and obligations contained in the Consolidated Service Plan for Sterling Ranch Metropolitan Districts 1, 2 and 3 as set forth below:

Recording Date: May 21, 2014  
Recording No.: [Reception No. 214042782](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Administratively Approved Permit 31, 2014 as set forth below:

Recording Date: July 31, 2014  
Recording No.: [Reception No. 214068509](#)

26. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 14-441 as set forth below:

Recording Date: November 26, 2014  
Recording No.: [Reception No. 214109190](#)



27. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of Directors of Sterling Ranch Metropolitan District No. 2 Concerning the Imposition of a District Facilities fee as set forth below:

Recording Date: July 29, 2015  
Recording No.: [Reception No. 215081385](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Order for Inclusion-Morley-Bentley, LLC. District 1 as set forth below:

Recording Date: September 14, 2016  
Recording No.: [Reception No. 216105297](#)

29. Terms, conditions, provisions, agreements and obligations contained in the Order for Exclusion-Morley-Bentley Investments, LLC. District No. 2 as set forth below:

Recording Date: September 14, 2016  
Recording No.: [Reception No. 216105298](#)

30. Terms, conditions, provisions, agreements, easements and obligations contained in the Agreement to Grant Access and Utility Easements as set forth below:

Recording Date: October 31, 2014  
Recording No.: [Reception No. 214100440](#)

31. Terms, conditions, provisions, agreements, easements and obligations contained in the Agreement to Grant Access and Utility Easements as set forth below:

Recording Date: October 31, 2014  
Recording No.: [Reception No. 214100441](#)  
Agreement to Correct and Amend Easement recorded April 26, 2016 at  
[Reception No. 216043584](#)

32. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Easement as set forth below:

Recording Date: October 31, 2014  
Recording No.: [Reception No. 214100442](#)  
Agreement to Vacate and Replace Easement recorded April 26, 2016 at  
[Reception No. 216043585](#)

33. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

END OF EXCEPTIONS

**AFFIDAVIT AND INDEMNITY AGREEMENT**

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

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

legally described as:

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

Property Address: **34-12-65, Colorado Springs, CO**

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

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

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

**SELLER:**

**SELLER:**

\_\_\_\_\_  
Morley-Bentley Investments, LLC.

**SELLER:**

**SELLER:**

State of Colorado  
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Morley-Bentley Investments, LLC..

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

A portion of the following described property:  
(See Schedule B B-Section 1 for requirements pertaining to the legal description)

The West Half of the East Half and the West Half of Section 34, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., Except that portion described as follows: that portion of Section 34, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M. described as follows: Commencing at the Southeast corner of the West Half of the Southeast Quarter of said Section 34; thence N 00° 13' 01" W on the East line of the West Half of the Southeast Quarter, 1721.93 feet to the Point of Beginning; thence continue on said line, N 00° 13' 01" W, 1095.85 feet; thence S 89° 59' 37" W, 576.78 feet, thence Northwesterly on the arc of a curve to the right, having a central angle of 13° 28' 52". A radius of 930.00 feet, an arc distance of 218.82 feet to the point of tangent; thence N 76° 31' 31" W, 250.00 feet; thence S 13° 28' 29" W, 1035.83 feet; thence S 82° 20' 46" E, 1293.75 feet to the Point of Beginning,  
County of El Paso,  
State of Colorado



# Fidelity National Title<sup>®</sup> Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a Florida 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 Schedule A and B and to the Conditions of this Commitment.

The 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 6 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 fault of the Company.

The Company will **provide** a sample of the policy form upon request.

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

Countersigned by:

Authorized Signature



By:

Randy Quirk, President

Attest:

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

## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



## FIDELITY NATIONAL FINANCIAL

### PRIVACY NOTICE

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

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

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

### Types of Information Collected

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

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

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

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

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

### How Information is Collected

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

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

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

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

### Use of Collected Information

Information collected by FNF is used for three main purposes:

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

### When Information Is Disclosed

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

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

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

- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

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

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

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

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

### Choices With Your Information

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

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

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

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

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

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

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

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

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

### Information From Children

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

### Privacy Outside the Website

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

### International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the

purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

### **The California Online Privacy Protection Act**

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

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

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

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

### **Your Consent To This Privacy Notice**

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

### **Accessing and Correcting Information; Contact Us**

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

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