



1150 Kelly Johnson Blvd., Suite 140
Colorado Springs, CO 80920
Phone: (719) 592-9933
Fax: (866) 828-9543

DATE: December 19, 2017
FILE NUMBER: 592-H0522193-071-CS9
PROPERTY ADDRESS: Enclave, Peyton, CO
BUYER/BORROWER: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below
OWNER(S): GTL, Inc., a California corporation
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER:

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: Heritage Title Company, Inc.
1150 Kelly Johnson Blvd.
Suite 140
Colorado Springs, CO 80920

ATTN: Cindy Stimits
PHONE: (719) 592-9933
FAX: (866) 828-9543
E-MAIL: cstimits@heritagetco.com

TO: GTL, Inc.
3575 Kenyon Street
San Diego, CA 92110

ATTN: Tom Kerby
PHONE: (619) 223-1663
FAX: (619) 223-2865
E-MAIL: tom@meridianranch.com

TO: Colorado Springs North Escrow
1150 Kelly Johnson Blvd.
Suite 140
Colorado Springs, CO 80920

ATTN: Cindy Stimits
PHONE: (719) 592-9933
FAX: (866) 828-9543
E-MAIL: cstimits@heritagetco.com

END OF TRANSMITTAL

**Commonwealth Land Title Insurance Company
COMMITMENT**

SCHEDULE A

Commitment No: 592-H0522193-071-CS9

1. Effective Date: December 14, 2017 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	\$10,000.00
Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below	
(b) None	\$0.00
Cash	
	\$

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:

GTL, Inc., a California corporation

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

See Attached Legal Description

(for informational purposes only) Enclave, Peyton, CO

PREMIUMS:

ALTA Owners Policy 6-17-06 **625.00**

Attached Legal Description

TWO PARCELS OF LAND LOCATED IN A PORTION OF SECTION 29 AND 30, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHEASTERN MOST CORNER OF TRACT D OF STONEBRIDGE FILING NO. 1 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 215713582 IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING SIX(6) COURSES ARE ON SAID SOUTHERLY LINE OF TRACT D:

1. THENCE N13°42'24"E A DISTANCE OF 350.00 FEET;
2. THENCE N56°18'54"E A DISTANCE OF 150.00 FEET;
3. THENCE S84°02'15"E A DISTANCE OF 300.00 FEET;
4. THENCE N60°01'20"E A DISTANCE OF 300.00 FEET;
5. THENCE N44°00'02"E A DISTANCE OF 520.00 FEET;
6. THENCE N56°12'41"E A DISTANCE OF 308.07 FEET;
7. THENCE S31°45'35"E A DISTANCE OF 134.54 FEET;
8. THENCE S12°21'07"W A DISTANCE OF 8.00 FEET;
9. THENCE S33°47'19"E A DISTANCE OF 60.00 FEET;
10. THENCE S38°56'54"E A DISTANCE OF 123.00 FEET;
11. THENCE S44°59'01"E A DISTANCE OF 59.00 FEET;
12. THENCE S46°16'15"E A DISTANCE OF 60.00 FEET;
13. THENCE S49°16'15"E A DISTANCE OF 58.53 FEET;
14. THENCE S54°59'06"E A DISTANCE OF 123.00 FEET;
15. THENCE S60°08'41"E A DISTANCE OF 60.00 FEET;
16. THENCE S65°03'17"E A DISTANCE OF 145.00 FEET;
17. THENCE S68°53'37"E A DISTANCE OF 140.36 FEET;
18. THENCE S58°13'49"E A DISTANCE OF 206.93 FEET;
19. THENCE S20°23'46"E A DISTANCE OF 350.00 FEET;
20. THENCE S82°25'21"W A DISTANCE OF 800.00 FEET;
21. THENCE S64°36'19"W A DISTANCE OF 400.00 FEET;
22. THENCE S79°31'13"W A DISTANCE OF 400.00 FEET;
23. THENCE N86°37'24"W A DISTANCE OF 475.00 FEET;
24. THENCE N38°44'01"W A DISTANCE OF 300.00 FEET;
25. THENCE S78°55'18"E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF TRACT C OF STONEBRIDGE FILING NO. 3 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 217714053 IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING SIX(6) COURSES ARE ON SAID SOUTHERLY LINE OF TRACT C:

1. THENCE N66°06'02"E A DISTANCE OF 570.00 FEET;
2. THENCE S85°52'19"E A DISTANCE OF 400.00 FEET;
3. THENCE S61°19'51"E A DISTANCE OF 500.00 FEET;
4. THENCE S83°50'41"E A DISTANCE OF 410.00 FEET;
5. THENCE S23°25'11"W A DISTANCE OF 140.26 FEET;
6. THENCE S09°37'54"E A DISTANCE OF 190.96 FEET;
7. THENCE S32°40'27"W A DISTANCE OF 349.31 FEET;
8. THENCE S48°27'37"W A DISTANCE OF 122.15 FEET;
9. THENCE S77°17'41"W A DISTANCE OF 109.21 FEET;
10. THENCE N51°49'02"W A DISTANCE OF 111.67 FEET;
11. THENCE S49°10'35"W A DISTANCE OF 165.08 FEET;
12. THENCE S47°26'26"W A DISTANCE OF 115.00 FEET;
13. THENCE N42°50'23"W A DISTANCE OF 125.00 FEET;
36. THENCE N42°33'34"W A DISTANCE OF 60.00 FEET;
35. THENCE N47°54'59"W A DISTANCE OF 105.00 FEET;
34. THENCE N54°18'56"W A DISTANCE OF 97.00 FEET;
33. THENCE N61°13'42"W A DISTANCE OF 97.00 FEET;
32. THENCE N69°58'55"W A DISTANCE OF 100.00 FEET;
31. THENCE N69°16'10"W A DISTANCE OF 120.43 FEET;
30. THENCE N61°52'11"W A DISTANCE OF 60.00 FEET;
29. THENCE N60°08'41"W A DISTANCE OF 60.00 FEET;
28. THENCE N55°03'09"W A DISTANCE OF 144.23 FEET;
27. THENCE N43°46'04"W A DISTANCE OF 160.00 FEET;
26. THENCE N23°57'47"W A DISTANCE OF 105.00 FEET;
25. THENCE N31°38'39"W A DISTANCE OF 206.41 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087

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): GTL, Inc., a California corporation

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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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

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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
8. All taxes and assessments, now or heretofore assessed, due or payable.
9. Resolution of the Board of County Commissioners dated and recorded October 2, 1897 in Road [Book A at Page 78](#), which provided that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.
10. Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in [Book 6845 at Page 751](#). NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at [Reception No. 205199581](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded June 14, 2000 at [Reception No. 200068675](#).

12. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 16, 2000 at [Reception No. 200097484](#), and re-recorded September 12, 2000 at [Reception No. 200109261](#).
13. Terms, conditions, provisions, agreements and obligations contained in the Decree recorded November 8, 2000 at [Reception No. 200135889](#) and re-recorded March 21, 2003 at [Reception No. 203057352](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded February 7, 2001 at [Reception No. 201015523](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at [Reception No. 201029135](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at [Reception No. 201114563](#).
17. Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at [Reception No. 201166986](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Development Plan recorded December 26, 2001 at [Reception No. 201189274](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-31 recorded March 25, 2002 at [Reception No. 202047059](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded September 16, 2002 at [Reception No. 202156315](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at [Reception No. 203153360](#).
22. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 230-BD recorded July 3, 2003 at [Reception No. 203153361](#).
23. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169463](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
24. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169464](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169465](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
26. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169466](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).

27. Terms, conditions, provisions, agreements and obligations contained in the Board of County Commissioners County of El Paso, State of Colorado Resolution No. 04-29 recorded February 02, 2004 at [Reception Number 204019135](#).

28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-17 recorded on October 14, 2005 at [Reception Number 205164694](#).

29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-554 recorded on March 14, 2006 at [Reception Number 206037322](#).

30. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-555 as set forth below:

Recording Date: May 24, 2006

Recording No.: [206076349](#)

31. Terms, conditions, provisions, agreements, obligations and easements contained in Permanent Easement Agreement with Meridian Service Metropolitan District recorded March 21, 2012 at [Reception No. 212031865](#).

32. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-172 by the Board of County Commissioners recorded May 25, 2012 at [Reception No. 212060955](#).

33. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-173 by the Board of County Commissioners recorded June 11, 2012 at [Reception No. 212066821](#).

34. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan as set forth below:

Recording Date: March 20, 2013

Recording No.: [213036329](#)

35. Terms, conditions, provisions, agreements, obligations and easements contained in Public Right of Way Landscape License Agreement recorded March 20, 2013 at [Reception No. 213036330](#).

36. Development Assessment and Lien Agreement between Falcon School Building Authority, a Colorado Nonprofit Corporation and GTL, Inc. d/b/a GTL Development, Inc. and Meridian Ranch Investments, Inc., Grantors and The Bank of Cherry Creek, a Branch of Western National Bank, as Trustee under the Indenture of Trust securing an aggregate principal sum of \$2, 359,000.00 dated April 15, 2003, recorded April 15, 2003 at [Reception No. 203077656](#).

37. Deed of Trust from GTL, Inc., a California corporation, to the Public Trustee of El Paso County, for the benefit of Meridian Ranch Investments, Inc., a Colorado corporation, securing an original principal indebtedness of \$31,783,500.00, and any other amounts and/or obligations dated March 1, 2006, recorded March 2, 2006 at [Reception No. 206031582](#).

38. Terms, conditions, provisions, agreements and obligations contained in the Public Disclosure Document as set forth below:

Recording Date: December 29, 2014

Recording No.: [Reception No. 214119306](#) and [Reception No. 214119307](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-438 Sketch Plan for Meridian Ranch Amendment as set forth below:

Recording Date: November 10, 2015
Recording No.: [Reception No. 215122524](#)

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

Recording Date: May 5, 2017
Recording No.: [217052287](#)

41. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$7,861,500.00
Trustor/Grantor [GTL Inc., a California corporation](#)
Trustee: Public Trustee of El Paso County
Beneficiary: Meridian Ranch Investments, Inc., a Colorado corporation
Recording Date: April 8, 2016
Recording No: [216035894](#)

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Heritage Title Company, Inc. a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska 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: **Enclave, Peyton, 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 Heritage Title Company, Inc. 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 **Heritage Title Company, Inc.**, a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska 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:

GTL, Inc., a California corporation

SELLER:

SELLER:

State of Colorado
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by GTL, Inc., a California corporation.

(SEAL)

Notary Public
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

TWO PARCELS OF LAND LOCATED IN A PORTION OF SECTION 29 AND 30, BOTH IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHEASTERN MOST CORNER OF TRACT D OF STONEBRIDGE FILING NO. 1 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 215713582 IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING SIX(6) COURSES ARE ON SAID SOUTHERLY LINE OF TRACT D:

1. THENCE N13°42'24"E A DISTANCE OF 350.00 FEET;
2. THENCE N56°18'54"E A DISTANCE OF 150.00 FEET;
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5. THENCE N44°00'02"E A DISTANCE OF 520.00 FEET;
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24. THENCE N38°44'01"W A DISTANCE OF 300.00 FEET;
25. THENCE S78°55'18"E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF TRACT C OF STONEBRIDGE FILING NO. 3 AT MERIDIAN RANCH, RECORDED WITH RECEPTION NO. 217714053 IN THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING SIX(6) COURSES ARE ON SAID SOUTHERLY LINE OF TRACT C:

1. THENCE N66°06'02"E A DISTANCE OF 570.00 FEET;
2. THENCE S85°52'19"E A DISTANCE OF 400.00 FEET;
3. THENCE S61°19'51"E A DISTANCE OF 500.00 FEET;
4. THENCE S83°50'41"E A DISTANCE OF 410.00 FEET;
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BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087



COMMITMENT FOR TITLE INSURANCE

Issued by

Heritage Title Company, Inc.

AS AGENT FOR

Commonwealth Land Title Insurance Company


Commonwealth Land Title Insurance Company, a Nebraska 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, Commonwealth Land 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.

Attest: 
Secretary



By: 
President

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 Heritage Title Company, Inc. 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.

Wire Fraud Alert

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

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

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

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

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

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

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

<p>Types of Information Collected. 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>How Information is Collected. 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>Use of Collected Information. 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>When Information Is Disclosed. 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>Choices With Your Information. 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>Information From Children. 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>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. 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>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com 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 or by mail or phone to:

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