



Mineral rights have been severed. See page 7.

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

DATE: January 22, 2020
FILE NUMBER: 570-F0580148-370-CSP, Amendment No. 7
PROPERTY ADDRESS: 34-12-65, Colorado Springs, CO
BUYER/BORROWER: Tri-State Generation and Transmission Association, Inc., a Colorado cooperative
OWNER(S): Morley-Bentley Investments, LLC. and Trader Vic's Investments, LP., an Oklahoma limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 5200000362

Please complete the mineral rights notification document and upload to EDARP with my contact info so that objections maybe filed
Rad Dickson
Planner
El Paso County Planning & Community Development Department
2880 International Circle, Suite 110
Main Office: 719-520-6300
Direct Line: 719-520-6447

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended effective date and added exception 38, 39, 40, 41, 42 and 43

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE CONTACT YOUR ESCROW OFFICE AS NO EXCEPTIONS WILL BE MADE 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

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, Amendment No. 7

1. Effective Date: January 13, 2020 at 7:00 A.M.

2. Policy or policies to be issued:

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

\$

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 and Trader Vic's Investments, LP., a Oklahoma limited partnership, as their interests may appear and Trader Vic's Investments, LP., a Oklahoma limited partnership, as their interests may appear](#)

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
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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 6th P.M., Except that portion described as follows: that portion of Section 34, Township 12 South, Range 65 West of the 6th 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](#)

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

Assignee: Quapaw Investments, LLC., an Oklahoma limited liability company
Recording Date: January 24, 2017
Recording No: [Reception No. 217009453](#)

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

Assignee: NBH Bank
Recording Date: January 24, 2017

Recording No: [Reception No. 217009536](#)

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](#) and [Reception No. 21410608](#)

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

k. Recordation of Statement of Authority for Trader Vic's Investments, LP., an Oklahoma limited partnership pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

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](#)

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](#).

Mineral rights are severed.



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.

34. Resolution of the Board of County Commissioners as set forth below, which provides 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.

Dated: October 3, 1887

Recording Date: October 3, 1887
Recording No.: Road [Book A, page 78](#)

35. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of Directors of Sterling Ranch Metropolitan District No. 1 as set forth below:

Recording Date: November 19, 2018
Recording No.: [Reception No. 218134276](#)

36. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of Directors of Sterling Ranch Metropolitan District No. 1 as set forth below:

Recording Date: November 19, 2018
Recording No.: [Reception No. 218134277](#)

37. The effect of Notice and List of Delinquent Property Taxes by the Treasurer of El Paso County, Colorado, recorded January 2, 2019 at Reception No. [219000015](#).

38. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 10, 2019
Recording No.: Reception No. [219003168](#); Amendment recorded May 23, 2019 at Reception No. [219055956](#)

39. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 14, 2019
Recording No.: Reception No. [219016251](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2019-06-19 as set forth below:

Recording Date: July 26, 2019
Recording No.: Reception No. [219085543](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2019-06-19 as set forth below:

Recording Date: July 26, 2019
Recording No.: Reception No. [219085544](#)

42. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of Directors of the Sterling Ranch Metropolitan District No. 1 as set forth below:

Recording Date: July 26, 2019
Recording No.: Reception No. [219085545](#)

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

Recording Date: August 26, 2019
Recording No.: Reception No. [219100985](#)

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.

Trader Vic's Investments, LP., an Oklahoma limited partnership

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. and Trader Vic's Investments, LP., an Oklahoma limited partnership.

(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 6th P.M., Except that portion described as follows: that portion of Section 34, Township 12 South, Range 65 West of the 6th 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[®] 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, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

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 information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). 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.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence 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, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted

on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice 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 for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer