



Stewart Title Company
101 S. Sahwatch St., Suite 110
Colorado Springs, CO 80903

Real partners. Real possibilities.™

Date: July 9, 2021
File Number: 971061
Property Address: TBD Londonderry Drive, Peyton, CO 80831
TBD Eastonville Road, Colorado Springs, CO
Buyer/Borrower: TBD TBD

Please direct all Title inquiries to:

Beene Smith
Phone: (719) 544-2323
Fax:
Email Address: beesmith@stewart.com

Revision Number: C3

TBD TBD
Delivery Method: Emailed

Meridian Service Metro District
Board of County Commissioners of El Paso County
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.


Authorized Countersignature
Stewart Title Company
101 S. Sahwatch St., Suite 110
Colorado Springs, CO 80903




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

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

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 101 S. Sahwatch St., Suite 110, Colorado Springs, CO 80903
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 971061
Issuing Office File Number: 971061
Property Address: TBD Londonderry Drive, Peyton, CO 80831
TBD Eastonville Road, Colorado Springs, CO
Revision Number: C3

1. Commitment Date: June 29, 2021 at 8:00AM

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Standard Proposed Insured: TBD TBD	\$1,000.00
(b) ALTA Loan Standard Proposed Insured: Yet to be determined	

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

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Meridian Service Metropolitan District [as to Parcel A]; and
El Paso County, by and through the Board of County Commissioners of El Paso County, State of
Colorado, a body corporate and politic and a political subdivision of the State of Colorado [as to
Parcel B]

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 971061

PARCEL A:

Tract F, Meridian Ranch Filing No. 11A,
according to the filed plat recorded October 24, 2014, in Plat Book 114 at Page 112, as Reception No.
214713513, and according to Surveyor's Affidavit of Correction recorded March 24, 2015, as Reception
No. 215027593,
County of El Paso, State of Colorado.

PARCEL B:

A parcel of land located in Sections 20 and 21, both in Township 12 South, Range 64 West of the 6th
Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

Beginning at the Northwest corner of said Section 21;
Thence South 89°25'52" East on the North line of said Section 21, a distance of 2440.93 feet to a non-
tangent curve to the right and the Westerly right of way of Eastonville Road;
Thence the following Eight (8) courses are on the Westerly right of way line of Eastonville Road:
1) Thence on the arc of said curve, having a radius of 670.00 feet, a delta angle of 13°54'23", an arc
length of 162.62 feet, whose long chord bears South 03°23'29" West, a distance of 162.22 feet;
2) Thence South 10°18'59" West, a distance of 274.70 feet to a non-tangent curve to the right;
3) Thence on the arc of said curve, having a radius of 1370.00 feet, a delta angle of 09°29'38", an arc
length of 227.01 feet, whose long chord bears South 15°04'14" West, a distance of 226.75 feet;
4) Thence South 19°49'07" West, a distance of 1883.37 feet to a non-tangent curve to the right;
5) Thence on the arc of said curve, having a radius of 1270.00 feet, a delta angle of 12°00'48", an arc
length of 286.27 feet, whose long chord bears South 25°49'46" West, a distance of 265.78 feet;
6) Thence South 31°50'10" West, a distance of 1517.63 feet to a non-tangent curve to the left;
7) Thence on the arc of said curve, having a radius of 1830.00 feet, a delta angle of 39°00'58", and arc
length of 1246.15 feet, whose long chord bears South 12°18'47" West, a distance of 1222.22 feet;
8) Thence South 07°10'13" East, a distance of 134.17 feet to the South line of said Section 21;
Thence North 89°17'55" West on said South line a distance of 511.09 feet to the Southeast corner of
Section 20;
Thence North 89°25'12" West, on the South line of said Section 20, a distance of 1318.95 feet to the
Southwest corner of the Southeast quarter of the Southeast quarter of said Section 20;
Thence North 00°11'44" West, a distance of 550.00 feet on the West line of the Southeast quarter of the
Southeast quarter of said Section 20;
Thence North 45°14'58" East, a distance of 1695.49 feet;
Thence North 00°13'03" West, a distance of 3522.00 feet to the North line of said Section 20;
Thence South 89°25'43" East, on the North line of said Section 20, a distance of 110.01 feet to the Point
of Beginning.

Bearings are based on the South line of the Southwest quarter of Section 29, Township 12 South, Range
64 West of the 6th Principal Meridian, assumed to bear South 89°25'42" East from the Southwest corner
of said Section 29 (a stone with scribed "X") to the South quarter corner of said Section 29 (3.25" Alum
Cap LS #30087).

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**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Payment of any and all assessments and expenses which may be assessed to the property.
7. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

8. Execution of an acceptable survey affidavit certifying that there have been no new improvements constructed or major structural changes made on the subject property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

9. The Company reserves the right to make any additional requirements and/or exceptions to this commitment and any subsequent Endorsements thereto, once the name(s) of the insured(s) and the amount(s) of liability have been disclosed.
10. Relating to Meridian Service Metropolitan District, The Company requires the following:
 - a) Resolution of the directors authorizing the transaction to be insured and authorizing a managing director to execute the necessary documents.
 - b) Execution and recordation of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.

Note: At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

11. Relating to Board of County Commissioners of El Paso County, Colorado, the Company requires for its review the following:

a) Resolution or Ordinance authorizing the proposed transaction to be insured and authorizing an individual to execute the necessary documents.

Note: At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

12. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: A Real Property Transfer Declaration is required with each transfer for value in the State of Colorado.

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).

13. Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

NOTE: The vesting deed is shown as follows:

Special Warranty Deed recorded November 18, 2014, [as Reception No. 214105894](#). [as to Parcel A]

Special Warranty Deed recorded October 20, 2014, [as Reception No. 214096227](#). [as to Parcel A]

Special Warranty Deed recorded September 23, 2014, [as Reception No. 214086514](#). [as to Parcel B]

Special Warranty Deed recorded September 23, 2014, [as Reception No. 214086512](#). [as to Parcel B]

NOTE: Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review prior to closing.

NOTE: Tax and Assessor's information has been provided as follows:

AS TO TAX PARCEL ID NO. 4229204081:

Tax Certification / [Assessor's Tax Map](#) / [Assessor's GIS Mapping](#) / [Assessor's Road Map](#) / [Assessor's Property Information Sheet](#)

AS TO TAX PARCEL ID NO. 4200000400:

Tax Certification / [Assessor's Tax Map](#) / [Assessor's GIS Mapping](#) / [Assessor's Road Map](#) / [Assessor's Property Information Sheet](#)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 971061

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, 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 the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Any tax or assessment by reason of the inclusion of the subject property in the Falcon Fire Protection District; Upper Black Squirrel Creek Ground Water District; El Paso County Conservation District; Meridian Ranch Metropolitan District; and Woodmen Road Metropolitan District.
10. Any and all existing leases and tenancies.
11. Title lying within the boundaries of Rainbow Bridge Drive; or Eastonville Road.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

12. Any right, title or interest asserted by an agency of the United States, or of the City of Colorado Springs, in and to that portion of the subject parcels lying in the bed or banks, or to the waters of Upper Black Squirrel Creek; also any right, title or interest of any riparian owners in and to the free and unobstructed flow of water in said creek. [as to Parcel B]
13. Any interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all sections lines, township lines, and range lines on the public domain East of the Range line dividing Range lines 65 West and 66 West are declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.
14. Easements, restrictions, reservations, covenants, conditions, provisions and agreements set forth and more fully described in the Warranty Deed recorded May 26, 1954 [in Book 1432 at Page 385 as Reception No. 925933](#).
15. Easements, restrictions, reservations, covenants, conditions, provisions and agreements set forth and more fully described in the Warranty Deed recorded May 26, 1954 [in Book 1432 at Page 386 as Reception No. 925933](#). [as to Parcel B]
16. Utility easement in favor of Mountain View Electric Association, Inc., as evidenced by that certain Grant of Right of Way recorded April 24, 1970 [in Book 2341 at Page 972 as Reception No. 727551](#). [as to Parcel B]
17. Utility easement in favor of Mountain View Electric Association, Inc., as evidenced by that certain Grant of Right of Way recorded October 1, 1975 [in Book 2780 at Page 833 as Reception No. 181203](#). [as to Parcel B]
18. Utility easement in favor of Mountain View Electric Association, Inc., as evidenced by that certain Grant of Right of Way recorded December 1, 1976 [in Book 2877 at Page 985 as Reception No. 280979](#). [as to Parcel B]
19. Utility easement in favor of Mountain View Electric Association, Inc., as evidenced by that certain Grant of Right of Way recorded January 31, 1977 [in Book 2892 at Page 341 as Reception No. 295869](#). [as to Parcel B]
20. Easement for maintaining drainage structure and slopes of road and incidental purposes in favor of El Paso County, as evidenced by that certain Permanent Easement recorded April 13, 1978 [in Book 3027 at Page 758 as Reception No. 422845](#). [as to Parcel B]
21. Terms, conditions, provisions and obligations contained in that certain Easement Agreement in favor of Paintbrush Hills Metropolitan District, as recorded May 19, 1987 [in Book 5367 at Page 1361 as Reception No. 1569640](#). [as to Parcel B]
22. Terms, conditions, provisions and obligations contained in that certain Easement Agreement in favor of Paintbrush Hills Metropolitan District recorded May 19, 1987 [in Book 5367 at Page 1367 as Reception No. 1569641](#). [as to Parcel B]

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STEWART TITLE GUARANTY COMPANY

23. Terms, conditions, provisions, agreements and obligations contained in that certain 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 754 as Reception No. 33630](#).

Note: Partial Release of Right of Way and Easement recorded December 19, 2005, [as Reception No. 205199581](#).

24. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 00-201, regarding approval of the Service Plan, as recorded June 14, 2000 [as Reception No. 200068674](#). [as to Parcel B]
25. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 00-200, establishing Meridian Ranch Metropolitan District, as recorded June 14, 2000 [as Reception No. 200068675](#).
26. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado, Resolution No. 00-260, regarding zoning, as recorded August 16, 2000 [as Reception No. 200097484](#).

Note: Resolution No. 00-260 was re-recorded September 12, 2000, [as Reception No. 200109261](#).

27. Terms, conditions and provisions contained in the District Court, County of El Paso, State of Colorado, Case No. 00cv1879, Division No. 14, Findings and Decree relating to Meridian Ranch Metropolitan District, as recorded November 8, 2000 [as Reception No. 200135889](#).
28. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 00-79, regarding Meridian Ranch Sketch Plan, as recorded February 7, 2001 [as Reception No. 201015523](#).
29. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 00-482, regarding zoning, as recorded March 9, 2001 [as Reception No. 201029135](#).
30. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 01-287, regarding Woodman Road Metropolitan District, as recorded August 9, 2001 [as Reception No. 201114563](#).
31. Terms, conditions, provisions, agreements and obligations contained in the District Court of El Paso County, State of Colorado, Case No. 01cv2408, Division 14, Findings and Decree regarding the Woodmen Road Metropolitan District, as recorded November 14, 2001 [as Reception No. 201166986](#).
32. All matters as depicted on the Meridian Ranch Overall PUD Development Plan recorded December 26, 2001 [as Reception No. 201189274](#).

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33. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 02-31, regarding the generalized master PUD zoning, as recorded March 25, 2002 [as Reception No. 202047059](#).
34. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement for Meridian Ranch in favor of the Board of County Commissioners of El Paso County, Colorado, as recorded September 16, 2002 [as Reception No. 202156315](#).
35. Terms, conditions, provisions, agreements and obligations contained in that certain District Court, County of El Paso, State of Colorado, Civil Action No. 00cv1879, Division No. 14, in the matter of the organization of Meridian Service Metropolitan District, as recorded March 21, 2003 [as Reception No. 203057352](#).
36. Terms, conditions, provisions and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 [as Reception No. 203153360](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

37. Terms, conditions, provisions and obligations contained in the Determination of Water Right No. 230-BD recorded July 3, 2003 [as Reception No. 203153361](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

38. Terms, conditions, provisions and obligations contained in the Colorado Ground Water Commission Findings and Order Determination No. 157-BD recorded July 23, 2003 [as Reception No. 203169463](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

39. Terms, conditions, provisions and obligations contained in the Colorado Ground Water Commission Findings and Order Determination No. 156-BD recorded July 23, 2003 [as Reception No. 203169464](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

40. Terms, conditions, provisions and obligations contained in the Colorado Ground Water Commission Findings and Order Determination No. 155-BD recorded July 23, 2003 [as Reception No. 203169465](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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41. Terms, conditions, provisions and obligations contained in the Colorado Ground Water Commission Findings and Order Determination No. 154-BD recorded July 23, 2003 [as Reception No. 203169466](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

42. Utility easement in favor of Mountain View Electric Association, Inc., a Colorado corporation recorded September 16, 2003 [as Reception No. 203217196](#).
43. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 04-29, regarding the overall PUD Development Plan of Meridian Ranch, as recorded February 2, 2004 [as Reception No. 204019135](#).
44. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 04-30, regarding zoning, as recorded February 2, 2004 [as Reception No. 204019136](#).
45. Conveyance of water rights in favor of Meridian Service Metropolitan District, as evidenced by that certain Bargain and Sale Deed recorded March 15, 2005 [as Reception No. 205036170](#).

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

46. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 05-554, regarding the amended sketch plan for Meridian Ranch, as recorded March 14, 2006 [as Reception No. 206037322](#).
47. All matters as depicted on the Metropolitan Club PUD Development Plan recorded May 16, 2006 [as Reception No. 206071344](#).
48. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 05-555, regarding the amending of the overall PUD development plan of Meridian Ranch, as recorded May 24, 2006 [as Reception No. 206076349](#).
49. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 46406-F, Findings and Order regarding the matter of an application for change of water right to change the allowed beneficial uses and place of use of ground water, as recorded August 17, 2006 [as Reception No. 206121917](#). [as to Parcel A]

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

50. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 569-BD, Findings and Order regarding the matter of an application for change of water right to change the allowed beneficial uses and place of use of ground water, as recorded August 17, 2006 [as Reception No. 206121918](#). [as to Parcel A]

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Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

51. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 568-BD, Findings and Order regarding the matter of an application for change of water right to change the allowed beneficial uses and place of use of ground water, as recorded August 17, 2006 [as Reception No. 206121919](#). [as to Parcel A]

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

52. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 570-BD, Findings and Order regarding the matter of an application for change of water right to change the allowed beneficial uses and place of use of ground water, as recorded August 17, 2006 [as Reception No. 206121920](#). [as to Parcel A]

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

53. Utility easement in favor of Mountain View Electric Association, Inc., a Colorado corporation, as evidenced by that certain instrument recorded December 27, 2006 [as Reception No. 206186205](#).

54. Terms, conditions and provisions contained in that certain Grant of Easement in favor of Meridian Service Metropolitan District, recorded January 10, 2008 [as Reception No. 208003973](#).

55. Terms, conditions, provisions, agreements and obligations contained in that certain Intergovernmental Agreement by and between Woodmen Hills Metropolitan District and Meridian Service Metropolitan District, as recorded March 31, 2008 [as Reception No. 208035777](#).

56. The affect, if any, of the Notice of Completion recorded October 16, 2008 [as Reception No. 208112981](#).

57. Terms, conditions, provisions, agreements and obligations contained in the Findings and Order regarding the matter of an application for replacement plant to allow the withdrawal of ground water from the Dawson Aquifer in the Upper Black Squirrel Creek Designated Ground Water Basin, as recorded November 24, 2008 [as Reception No. 208125912](#). [as to Parcel A]

58. Terms, conditions, provisions, agreements and obligations contained in that certain District Court, Water Division 2, Colorado Case No. 2005cv43 Findings in Face, Conclusion of Law, Judgment and Decree, concerning water rights, as recorded November 18, 2009 [as Reception No. 209133499](#). [as to Parcel B]

Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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59. The affect, if any, as to the Memorandum of Understanding by and between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado; the State of Colorado by and through the Colorado Geological Survey, an agency of the Department of Natural Resources; Cherokee Metropolitan District; Meridian Service Metropolitan District; Sunset Metropolitan District; Upper Black Squirrel Creek Ground Water Management District; and Accretive Investments, Inc., a California corporation doing business in Colorado, as recorded June 14, 2010 [as Reception No. 210055540](#). [as to Parcel A]
60. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 11-372 recorded October 31, 2011 [as Reception No. 211106793](#).
61. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 11-373 recorded October 31, 2011 [as Reception No. 211106794](#).
62. Utility easement in favor of Meridian Service Metropolitan District, as evidenced by that certain Permanent Easement Agreement recorded March 21, 2012 [as Reception No. 212031865](#).
63. Terms, conditions, provisions, agreements and obligations contained in that certain Public Right of Way Landscape License Agreement for Meridian Service Metropolitan District, as recorded March 21, 2012 [as Reception No. 212031866](#).
64. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 12-172, regarding the amended sketch plan for Meridian Ranch, as recorded May 25, 2012 [as Reception No. 212060955](#).
65. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 12-173, regarding zoning, as recorded June 11, 2012 [as Reception No. 212066821](#).
66. All matters as depicted on the Meridian Ranch Zoning and Conceptual Plan recorded March 20, 2013 [as Reception No. 213036329](#).
67. Terms, conditions, provisions, agreements and obligations contained in the Public Right of Way Landscape License Agreement recorded March 20, 2013 [as Reception No. 213036330](#). [as to Parcel B]

Note: First Amendment to Public Right of Way Landscape License Agreement recorded October 2, 2014, [as Reception No. 214090163](#).
68. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 14-190, regarding zoning, as recorded May 29, 2014 [as Reception No. 214045118](#).
69. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 14-191, regarding approval of the preliminary plan for Meridian Ranch Filing No. 11, as recorded May 29, 2014 [as Reception No. 214045119](#). [as to Parcel A]

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70. Terms and conditions contained in the Board of County Commissioners El Paso County, Colorado Resolution No. 14-192, regarding approval of the final plat for Meridian Ranch Filing 11A, as recorded May 29, 2014 [as Reception No. 214045120](#). [as to Parcel A]
71. Terms and conditions contained in that certain Board of County Commissioners County of El Paso, State of Colorado Resolution No. 13-313, regarding approval of Development and Park Lands Agreement, as recorded August 20, 2014 [as Reception No. 214075741](#). [as to Parcel B]
72. Utility easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086528](#). [as to Parcel B]
73. Terms and conditions contained in that certain Temporary Construction Easement recorded September 23, 2014 [as Reception No. 214086529](#). [as to Parcel B]
74. Utility easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086530](#). [as to Parcel B]
75. Utility easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado Metropolitan District, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086531](#). [as to Parcel B]
76. Drainage and grading easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086532](#). [as to Parcel B]
77. Sanitary sewer easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086533](#). [as to Parcel B]
78. Utility easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086534](#). [as to Parcel B]
79. Well site easements in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086535](#). [as to Parcel B]
80. Borrow site and grading easement in favor of GTL, Inc., a California corporation and Meridian Service Metropolitan District, a Colorado metropolitan district, as evidenced by that certain Easement Agreement recorded September 23, 2014 [as Reception No. 214086536](#). [as to Parcel B]
81. Easements, restrictions, reservations, covenants, conditions, provisions and agreements set forth and more fully described in the Special Warranty Deed recorded September 23, 2014, [as Reception No. 214086514](#).

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Note: Correction Special Warranty Deed recorded October 24, 2014, [as Reception No. 214096227](#).

82. Terms, conditions, provisions, agreements and obligations as contained in that certain Subdivision Improvements Agreement with El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, as recorded October 2, 2014 [as Reception No. 214090161](#). [as to Parcel A]
83. Terms, conditions, provisions, agreements and obligations as contained in that certain Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded October 2, 2014 [as Reception No. 214090162](#). [as to Parcel A]
84. Terms, conditions, provisions, agreements and obligations contained in the Fifth Supplement to Declaration of Covenants, Conditions, and Restrictions for Meridian Ranch Filing No. 2, Lots 1-350 and Annexation of Meridian Ranch Filing No. 11A, as recorded October 2, 2014 [as Reception No. 214090164](#). [as to Parcel A]
85. Terms, conditions and provisions of that certain Temporary Easement Agreement in favor of Meridian Service Metropolitan District, as recorded October 2, 2014 [as Reception No. 214090165](#).
86. All matters as depicted on the PUD Development Plan for Meridian Ranch - Filing 11, as recorded October 2, 2014 [as Reception No. 214090167](#).
87. All matters as depicted on the filed plat for Meridian Ranch Filing No. 11A, as recorded October 2, 2014 [in Plat Book 114 at Page 112 as Reception No. 214713513](#).

Note: Surveyor's Affidavit of Correction recorded March 24, 2015, [as Reception No. 215027593](#).

88. Terms and conditions contained in the Board of County Commissioners, County of El Paso, State of Colorado Resolution No. 14-379, to approve the application for preliminary acceptance of certain streets within Meridian Ranch Filing 11A, Subdivision into the El Paso County Road Maintenance System, as recorded October 15, 2014 [as Reception No. 214094172](#). [as to Parcel A]
89. Terms, conditions, provisions and agreements contained in the Falcon Regional Park Dawson Well Lease Agreement dated November 18, 2014, between Meridian Service Metropolitan District and the Board of County Commissioners of El Paso County, Colorado, as recorded November 20, 2014 [as Reception No. 214106922](#). [as to Parcel B]
90. The affect, if any of that certain Public Disclosure Document filed by Meridian Service Metropolitan District, El Paso County, Colorado, as recorded December 29, 2014 [as Reception No. 214119306](#); and as recorded December 29, 2014, [as Reception No. 214119307](#). [as to Parcel A]
91. Terms and conditions contained in the Board of County Commissioners, County of El Paso, State of Colorado Resolution No. 15-098, regarding approval of the Falcon Regional Park Master Plan, as recorded March 4, 2015 [as Reception No. 215020538](#). [as to Parcel B]

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92. Terms and conditions contained in the Board of County Commissioners, County of El Paso, State of Colorado Resolution No. 16-34, to approve the application for preliminary acceptance of certain streets within Meridian Ranch Filing 11A Subdivision into the El Paso County Road Maintenance System, as recorded February 4, 2016 [as Reception No. 216011450](#). [as to Parcel A]
93. Utility easement in favor of Mountain View Electric Association, Inc., a Colorado corporation, as evidenced by that certain instrument recorded August 30, 2016 [as Reception No. 216098744](#). [as to Parcel B]
94. The affect, if any, as to the Notice and Consent to provide water to wastewater treatment plant owned by Woodman Hills Metropolitan District but located within Meridian Service Metropolitan District, as recorded September 14, 2017 [as Reception No. 217110907](#).
95. Terms and conditions contained in that certain Ground Water Commission, Colorado Case No. 15GW14 Order and Finding of Fact and Conclusions of Law in the matter of an application for approval of a replacement plan recorded October 26, 2017 [as Reception No. 217130134](#). [as to Parcel A]
96. Terms and conditions contained in the Board of County Commissioners, County of El Paso, State of Colorado Resolution No. 18-275, regarding approval of the application for final acceptance of certain streets within Meridian Ranch Filing 11A Subdivision, as recorded July 11, 2018 [as Reception No. 218079582](#). [as to Parcel A]
97. Terms and conditions contained in the Board of County Commissioners, County of El Paso, State of Colorado Resolution No. 18-403, regarding approval of the submittal of a local parks and outdoor recreation grant application, as recorded October 30, 2018 [as Reception No. 218126214](#). [as to Parcel B]
98. The affect, if any, as to the Revocable License Agreement for Meridian Service Metropolitan District, as recorded April 24, 2020 [as Reception No. 220056066](#).

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Basic Commercial TBD Report Rate:

2006 TBD Commitment: \$0.00

Additional Parcel Search Fee: \$150.00

Tax Certificate: None Requested

Parcel ID No. 4229204081

Parcel ID No. 4200000400

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DISCLOSURES

File No.: 971061

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

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

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

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

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

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

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

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

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

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

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

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

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

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS

- PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title representative.
 - ▶ Before wiring funds, always call and speak with your Stewart Title representative to verify instructions using the contact information you received in your initial order package or in person.
 - ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
 - ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.
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