



Stewart Title Company - Colorado Springs
111 South Tejon Street #111
Colorado Springs, CO 80903

View your transaction progress 24/7 via [Stewart Online](#)
Ask us about your login today!

Date: August 23, 2017
File Number: 01330-99990-C2
Property: 1724 Hampton South, Colorado Springs, CO 80906

Please direct all Closing inquiries to:

Lindsay Griffin
Phone: (719)578-1100
Fax: (719)578-5536
Email Address: Lindsay.Griffin@stewart.com

Lender:
To Be Determined

Mortgage Broker:
To Be Determined

ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

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

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

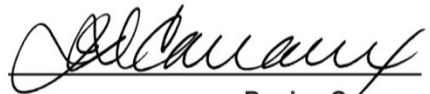

Authorized Countersignature

Stewart Title Company - Colorado Springs
111 South Tejon Street #111
Colorado Springs, CO 80903





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Commitment Form 06-17-06

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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 policy 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/>>.*

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.

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-99990-C2

1. Effective Date: August 17, 2017 at 8:00AM

2. Policy or Policies To Be Issued

Amount of Insurance

(a) ALTA Owner's

Proposed Insured:

(b) ALTA Loan (2006 Standard)

Proposed Insured:

To Be Determined

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

FEE SIMPLE

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

GNC Bunting, LLC, a Colorado limited liability company

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

See Exhibit "A" Attached Hereto

Purported Address:
1724 Hampton South
Colorado Springs, CO 80906

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01330-99990-C2

All of Lot 6, in Block 2, excepting that portion of Lot 6 described as follows: Beginning at the most Westerly corner of said Lot 6; Thence Northeasterly on the Northwesternly line thereof, a distance of 42.25 feet to a point; Thence angle right 99°53'21" Southeasterly, on a radial line, a distance of 135.20 feet a point on the Southeasterly line of said Lot 6; Thence angle right 90°00'00" to the tangent of a curve to the left; Thence Southwesterly on said curve to the left, having a radius of 680.00 feet, a central angle of 2°56'57", an arc distance of 35.00 feet to the most Southerly corner of said Lot 6; Thence angle right 90°00'00" Northwesternly, from the tangent to the point on the last mentioned curve, and on the Southwesterly line of said Lot 6, a distance of 129.01 feet, more or less, to the point of beginning, and including that portion of Lot 5, in Block 2, described as follows: Beginning at the most Westerly corner of said Lot 5; Thence Northeasterly on the Northwesternly line thereof, a distance of 14.81 feet to a point; Thence angle right 19°04'24" Easterly, a distance of 37.71 feet to a point; Thence angle right 86°37'47" Southerly on a radial line a distance of 141.42 feet to the Southerly line of said Lot 5; Thence angle right 90°00'00" to the tangent of a curve to the left; Thence Westerly and Southwesterly on said curve to the left, having a radius of 680.00 feet, a central angle of 3°37'23", an arc distance of 43.00 feet to the most Southerly corner of said Lot 5; Thence angle right 90°00'00" Northwesternly from the tangent to the point on the last mentioned curve, and on the Southwesterly line of said Lot 5, a distance of 141.27 feet, more or less, to the point of beginning; all,
STRATMOOR SOUTH SUBDIVISION,
County of El Paso, State of Colorado.

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COMMITMENT FOR TITLE INSURANCE SCHEDULE B - PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-99990-C2

The following requirements must be met:

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
3. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
4. 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.

5. 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.

6. FOR MECHANIC'S LIEN COVERAGE TO THE LENDER DURING CONSTRUCTION:

Receipt of and review by the Company of the following documentation:

- [a] a detailed project cost breakdown, including all hard and soft costs
- [b] a copy of the contract with the general contractor
- [c] a copy of the lender's construction loan agreement with the borrower
- [d] a summary regarding the method to be used to obtain lien waivers from the subcontractors, together with a sample copy of the forms to be used for that purpose
- [e] STG Indemnity Agreement: Construction signed by the owner and/or contractor, indemnifying against liens arising from, or relating to, labor, services, and/or materials furnished to the land
- [f] financial statements from the owner(s) and/or contractor for our financial officers to review

NOTE: This company reserves the right, after review of the above information, to disburse the loan, pursuant to an approved disbursement agreement.

7. Relating to GNC Bunting, LLC, a Colorado Limited Liability Company, The Company requires for its review the following:
 - a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof.

NOTE: The Colorado Secretary of State shows GNC Bunting, LLC, a Colorado limited liability company, in good standing.

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COMMITMENT FOR TITLE INSURANCE SCHEDULE B - PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTE: Statement of Authority for GNC Bunting, LLC, a Colorado limited liability company, recorded January 27, 2015 [as Reception No. 215007581](#), discloses the following persons as those authorized to transact business on behalf of said entity: George E. Bunting; Managing Member, Sandra Camille Bunting; Managing Member. If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.

8. 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: Warranty Deed recorded August 19, 2016, [as Reception No. 216093796](#). Re-recorded Transfer recorded August 19, 2016, [as Reception No. 216093795](#). Warranty Deed recorded May 8, 2008, [as Reception No. 208053410](#).

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.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B- PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-99990-C2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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.
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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 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. Covenants, conditions, restrictions, reservations, leases and assignments thereof.
9. Mineral reservations and mineral leases and assignments thereof.
10. Easements, reservations and servitudes imposed by operation of law or contained in instruments of record, including, but not limited to those for roads, ditches, waterways, utilities, drainage, pipelines, railroads and aviation.
11. Any and all unpaid taxes and assessments and any unredeemed tax sales.

ALTA COMMITMENT FOR TITLE INSURANCE

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File No.: 01330-99990-C2

STATEMENT OF CHARGES

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

Construction Rate	
2006 Loan Policy:	\$0.00
Tax Certificate:	\$25.00
CO Form 100:	\$50.00
ALTA Form 8.1-06:	\$50.00
STG Prior Deeds End:	\$35.00

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ALTA Commitment Form 6-17-06

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DISCLOSURES

File No.: 01330-99990

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 of Colorado conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

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

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

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

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

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

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.

STG 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 <ul style="list-style-type: none"> ■ 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, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**