



Stewart Title Company dba Empire Title, A
Division of Stewart
5555 Tech Center Dr., Suite 110
Colorado Springs, CO 80919
(719) 884-5300
Fax: (719) 884-5304

Date: July 20, 2026

File Number: 2981520-IO

Property Address: 0 N Franceville Coal Mine Road, Colorado Springs, CO 80929
0 S Franceville Coal Mine Road, Colorado Springs, CO 80929

Buyer/Borrower:

Please direct all Closing inquiries to:

Deborah Bower

Phone:

Fax:

Email Address: deborah@etcos.com

TBD

Delivery Method: Emailed

Perry E. Hastings

Delivery Method: By Agent

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 (07-01-2021)

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.

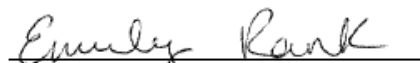
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY,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

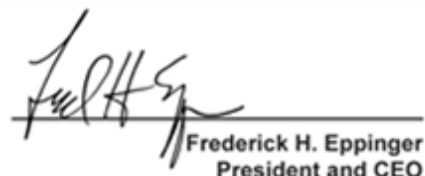
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective 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 Amount of Insurance and the name of the Proposed Insured.

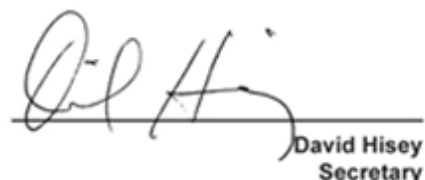
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature
Stewart Title Company dba Empire
Title, A Division of Stewart
5555 Tech Center Dr., Suite 110
Colorado Springs, CO 80919




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company dba Empire Title, A Division of Stewart Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office:	5555 Tech Center Dr., Suite 110, Colorado Springs, CO 80919
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2981520-IO
Issuing Office File Number:	2981520-IO
Property Address:	0 N Franceville Coal Mine Road, Colorado Springs, CO 80929 0 S Franceville Coal Mine Road, Colorado Springs, CO 80929
Revision Number:	

1. **Commitment Date:** July 15, 2026 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy
Proposed Insured:

(b) ALTA® Loan Policy
Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

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

Perry E. Hastings

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

Informational Only Commitment Fee:

\$850.00

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2981520-IO

Parcel A:

A portion of the Northwest quarter of the Northwest quarter (NW ¼ NW ¼) of Section 20 and a portion of the Northeast quarter of the Northeast quarter (NE ¼ NE ¼) of Section 19, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado described as follows:

Beginning that the Northwest corner of said Section 20, said point being the Point of Beginning of a parcel of land described herein;

thence South 89°59'48" East, coincident with the Northerly line of said Northwest quarter of the Northwest quarter (NW ¼ NW ¼) in Section 20, a distance of 1,258.88 feet;
thence South 01°02'06" East, a distance of 1,314.26 feet;
thence North 89°57'15" West coincident with the Southerly line of said Northwest quarter of the Northwest quarter (NW ¼ NW ¼) a distance of 1,260.84 feet;
thence South 89°42'56" West coincident with the Southerly line of the Northeast quarter (NE ¼ NE ¼) of the said Section 19 a distance of 128.73 feet;
thence North 02°11'49" West coincident with the centerline of an existing roadway known as Franceville Coal Mine Road, a distance of 1,314.00 feet;
thence North 89°44'23" East coincident with the Northerly line of the Northeast quarter (NE ¼ NE ¼) of Section 19, a distance of 157.31 feet to the Point of Beginning, County of El Paso, State of Colorado, and EXCEPT any portion of the above parcel lying within Franceville Coal Mine Road.

Parcel B:

The Southwest quarter of (SW ¼) of Section 17, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, EXCEPT those portions conveyed to Karen E. Dring by Warranty Deed recorded April 30, 1999 [at Reception No. 99068091](#) and to Clarence H. Kirk and Rebecca K. Kirk by Warranty Deed recorded April 30, 1999 [at Reception No. 99068089](#) and to Joshua Barnes and Brittany Thomsen by Warranty Deed recorded December 15, 2010 [at Reception No. 210128076](#) and to MBP Investments, Inc. by Deeds recorded September 14, 1993 [in Book 6259 at Page 1271](#) and September 10, 1991 [in Book 5880 at Page 72](#).

Parcel C:

That portion of the Southeast quarter (SE ¼) of Section 18, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Beginning at the Northeast corner of the Southeast quarter (SE ¼) of said Section 18, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado;
thence South 00°51'26" West along the East line of said Southeast quarter (SE ¼) for 2627.27 feet;
thence North 88°50'32" West along the South line of said Southeast quarter (SE ¼) for 127.84 feet to the East line of Franceville Coal Mine Road, an existing County Road;
thence North 00°07'32" East along said East line for 2626.82 feet to the North line of the Southeast quarter (SE ¼);

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LEGAL DESCRIPTION

STEWART TITLE GUARANTY COMPANY

For Informational Purposes Only: 0 N Franceville Coal Mine Road, Colorado Springs, CO 80929
0 S Franceville Coal Mine Road, Colorado Springs, CO 80929

APN: 4400000529, 4400000531



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2981520-IO

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. 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.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2981520-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 interest which may have been acquired by the public 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 section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west 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. (All)
10. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law as set forth in U.S. Patent, issued November 03, 1892 to Catherine Woods, as posted in

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File No.: 2981520-IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

the Bureau of Land Management, General Land Office records and recorded April 24, 1893 [in Book 45 at Page 261](#) in the deed records of the El Paso County Clerk and Recorder. (Sec 18)

11. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent issued May 19, 1892 to Mary A. Jennings, as posted in the Bureau of Land Management, General Land Office records and recorded October 26, 1893 [in Book 143 at Page 166](#) in the deed records of the El Paso County Clerk and recorder. (Sec 19)
12. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law as set forth in U.S. Patent, issued December 31, 1890 to John Jennings, as posted in the Bureau of Land Management, General Land Office records and recorded April 24, 1896 [in Book 143 at Page 277](#) in the deed records of the El Paso County Clerk and Recorder. (Sec 17)
13. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law as set forth in U.S. Patent, issued October 09, 1890 to Mary A. Jennings, as posted in the Bureau of Land Management, General Land Office records and recorded April 24, 1896 [in Book 143 at Page 278](#) in the deed records of the El Paso County Clerk and Recorder. (Sec 20)
14. Grant of Easement to American Telephone and Telegraph Company, as set forth in instrument recorded January 21, 1965 [in Book 2053 at Page 984](#). (Sec 17 and 20)
15. Mineral reservation, conveyance, and subsequent operating right of way reservation made by the Union Pacific Railroad Company as set forth in deed recorded April 16, 1971 [in Book 2402 at 641](#). NOTE: The Company makes no representation as to the present ownership of this interest. Release and Quit Claim to Union Pacific Land Resources Corporation as set forth in deed recorded February 16, 1999 [at Reception No. 099023832](#). (Sec 17, 19 and 20)
16. Grant of right of way to El Paso County Mutual Telephone Company as set forth in instrument recorded April 26, 1971 [in Book 2404 at Page 587](#), in which the specific location of the easement, is not defined. (Sec 18)
17. The effect of Right and Easement Agreement by and between El Paso County, a political subdivision of the State of Colorado and Colorado Interstate Gas Company, as set forth in instrument recorded November 19, 1971 [in Book 2450 and Page 586](#). (All)
18. Notice Pursuant to 1973 Colorado Revised Statutes 9-1.5-103(1), Concerning Underground Facilities of the El Paso County Telephone Company, recorded January 29, 1982 [in Book 3527 at Page 176](#). (All)

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

19. Notice Pursuant to 1973 Colorado Revised Statutes 9-1.5-103(1), Concerning Underground Facilities of the Mountain View Electric Association, Inc, recorded May 09, 1983 [in Book 3718 at Page 812](#). (All)
20. Mineral deed to Rocky Mountain Energy Company recorded August 01, 1984 [in Book 3900 at Page 1093](#). NOTE: The Company makes no representation as to the present ownership of this interest. (Sec 17, 19, 20)
21. Resolution No. 90-245, Land Use-86, Zoning, by and before the Board of County Commissioners, County of El Paso, State of Colorado as set forth in instrument recorded November 20, 1990 [in Book 5791 at Page 836](#). (Sec 18)
22. Resolution No. 90-246, Land Use-76, Zoning, by and before the Board of County Commissioners, County of El Paso, State of Colorado as set forth in instrument recorded November 20, 1990 [in Book 5791 at Page 839](#). (Sec 18)
23. Grant of right of way to Mountain View Electric Association, as set forth in instrument recorded August 02, 1991 [in Book 5867 at Page 421](#), in which the specific location of the easement, is not defined. (Sec 19)
24. Reservation and grant of perpetual easement by Union Pacific Land Resources Corporation as set forth in deed recorded September 14, 1993 [in Book 6259 at Page 1271](#).
25. Grant of perpetual easement to Timothy L. Barnes, as set forth in deed recorded December 15, 1993 [in Book 6336 at Page 33](#).
26. Mineral reservation and conditions, by the Missouri Pacific Railroad Company as set forth in deed recorded November 16, 1995 [in Book 6766 at Page 541](#). NOTE: The Company makes no representation as to the present ownership of this interest.
27. Any tax, fee, lien, or assessment by reason of inclusion within the Ellicott Metropolitan District, as set forth in instrument recorded February 11, 1997 [as Reception No. 97015577](#).
28. Non-exclusive easement(s) for ingress/egress and utility purposes as set forth in deed recorded April 30, 1999 [at Reception No. 099068089](#). (Sec 17 and 18)
29. Non-exclusive easement(s) for ingress/egress and utility purposes as set forth in deed recorded April 30, 1999 [at Reception No. 099068091](#). (Sec 17 and 18)
30. Grant of right of way to Mountain View Electric Association, as set forth in instrument recorded February 18, 2000 [at Reception No. 200016833](#). Memorandum to All Interested Parties, in connection therewith recorded December 13, 2024 [at Reception No. 224098958](#). (Sec 17)
31. Any tax, fee, lien, or assessment by reason of inclusion within the Ellicott Fire Protection District as set forth in instrument recorded December 22, 2005 [as Reception No. 205202301](#).
32. Grant of right of way to Mountain View Electric Association, as set forth in instrument recorded November 29, 2007 [at Reception No. 207151726](#), in which the specific location of the easement, is not defined. Memorandum to All Interested Parties, in connection therewith recorded December 13, 2024 [at Reception No. 224098959](#). (Sec 19)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

33. Oil and Gas lease by and between Shirley A. Boucher Living Trust dated October 27, 2010, Shirley A. Boucher, Trustee and Continental Land Resources, L.L.C. as set forth in instrument recorded December 15, 2010 [at Reception No. 210127915](#), and any and all assignments thereof, or interest therein in or rights thereunder. (Sec 19)
34. All matters as set forth in Boundary Line Adjustment Land Survey Plat by Joseph Alessi, PLS No. 30130 by and on behalf of Alessi, Inc., dated June 07, 2012, Job No. 121351, recorded July 11, 2012 [as Reception No. 212078429](#).
35. Resolution No. 17-110, Zoning, by and before the Board of County Commissioners, County of El Paso, State of Colorado as set forth in instrument recorded March 30, 2017 [at Reception No. 217036066](#). (Sec 19, 20)
36. That part of subject property which lies within the right of way of Franceville Coal Mine Road. Loss, damage, and rights of others in and to the use of same.

FOR INFORMATIONAL PURPOSES ONLY:

Vesting:

Warranty Deed recorded July 17, 2012 [at Reception No. 212080559](#) (Parcel A)

Warranty Deed recorded January 02, 2013 [at Reception No. 213000090](#) (Parcels B and C)

Encumbrances:

None.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: 20th day of July, 2026
File No.: 2981520-IO
Property: 0 N Franceville Coal Mine Road, Colorado Springs, CO 80929
0 S Franceville Coal Mine Road, Colorado Springs, CO 80929

From: STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART

This is to give you notice that STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART has a business relationship with the affiliated entities identified below. Because of these relationships, this referral may provide STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART a financial or other benefit. The affiliated entities below and on Exhibit A are all part of the Stewart family of companies, the ultimate owner of which is Stewart Information Services Corporation (NYSE:STC).

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for your purchase, sale, or refinance transaction of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Affiliated Entity – Settlement Service Provider</u>	<u>Charge or range of charges**</u>
Advanced Support and Knowledge Services, LLC	\$ 45.00 to \$ 275.00
Affiliated Entities (See Exhibit A) – Title and/or Settlement Services, 1031 Exchange Accommodator Services and Relocation Services	\$ 100.00 to \$10,000.00
NotaryCam, Inc. – Notary Services	\$ 5.00 to \$ 500.00
Signature Closers, LLC – Notary Services	\$ 45.00 to \$ 500.00
Stewart Ancillary Services, LLC	
FINCEN Reporting Services	\$ 180.00 to \$ 500.00
Flood Search Services through Strategic Ancillary Solutions	\$ 15.00 to \$ 250.00
Homeowner's Association Related Services through Strategic Ancillary Solutions	\$ 15.00 to \$ 250.00
Municipal Lien Search Services through Strategic Ancillary Solutions	\$ 15.00 to \$ 250.00
Recording Services through Recording Management Resources or Rocky Mountain Recording Services	\$ 15.00 to \$ 300.00
Tax Search Services	\$ 1.00 to \$ 300.00
Stewart Solutions, LLC	
Hazard/Home Insurance	\$ 800.00 to \$ 8,500.00
Home Warranty	\$ 450.00 to \$ 900.00
Natural Hazard Disclosure Report	\$ 99.00 to \$ 140.00

**Note: the range of charges identified may exceed the amount listed as these charges are based upon availability of automation, the transaction specifics and, when applicable, state rate filings.

ACKNOWLEDGMENT – I/We have read this disclosure form and understand that STEWART TITLE COMPANY DBA EMPIRE TITLE, A DIVISION OF STEWART is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Perry E. Hastings

Date Signed: _____

TBD

Date Signed: _____

By: _____

EXHIBIT A

List of Affiliated Entities in the Stewart family of companies, the ultimate owner of which is Stewart Information Services Corporation (NYSE:STC)

1501 Title Road, Inc.
9ONE5 Title, LLC
ABC Title, LLC / dba Prosperity Title Company
All New York Title Agency Corp.
Allegiant Reverse Escrow Services, LLC
Allegiant Reverse Services Title Agency of Louisiana, LLC
Allegiant Reverse Services Title Agency of Utah, LLC
Allegiant Reverse Services Title Agency, LLC
Allegiant Reverse Services, LLC
Allegiant Reverse Services Title Company
Allegiant Reverse Services Title Service of Alabama, LLC
American Eagle Abstract of Cleveland County, LLC
API Stewart Holdings, LLC
ASK Global Services, LLC
Asset Preservation, Inc.
BCHH Escrow of Washington, LLC
BCHH Holding Company, LLC
BCHH of the West, LLC
BCHH of Utah Title Agency, LLC
BCHH Title Agency of Arkansas, LLC
BCHH Title Agency of Alabama, LLC
BCHH Title of Louisiana, LLC
BCHH Title of Texas, LLC
BCHH, LLC
Caliber Title Agency, LLC
Centennial Title, LLC
Classic Title Company, LLC
Columbus Commercial Title Agency, LLC
Crown Title Company of Houston, LLC / dba Royal Title Agency
Developers Title, LLC
Eliseco, Inc./ dba Devon Title Agency
Equity Title Agency, LLC
EverHome Title, LLC
Fieldstone Title Agency, LLC
First Ohio Title Insurance Agency, Ltd.
GIT Settlement Services, LLC
Graystone Title Company, LLC
Great American Title of Houston, LLC / dba Great American Title Company
Greater Illinois Title Company, Inc. / dba Greater Indiana Title Company / dba Greater Wisconsin Title Company
Hantz Title Agency, LLC / dba HG Title Agency
Hearthstone Title, LLC
Heritage Title Company of McHenry, Inc.
I & S Holdings, LLC / dba Stewart Title of Island County
InterCity Capital Corporation
Inwood Heritage Oaks, Ltd
Lakeside Title, LLC
Landon Title Company, LLC
LCH Title Company, L.C.
Liberty Title & Abstract, Inc.
LRG Title and Escrow, LLC
Lubbock Data, Inc.
Main Street Title and Settlement Services Limited Liability Company
Metropolitan Title & Escrow, LLC
Midwest Home Title Agency, LLC
National Transfer Services, LLC
New Title, LLC
North Forest Title Services, LLC
NotaryCam, Inc.
NVR Title Agency, LLC
OakHearth National Title Insurance Company
Oklahoma Land Title Services, LLC
Parked Properties NY, Inc.
Premier Title of Texas, LLC
Priority Title, LLC
PropertyInfo Corporation
Rainier Title, LLC
RET Solutions, LLC
Richmond Settlement Solutions, LLC / dba Trinity Title and Settlement
Signature Closers, LLC
Stewart Ancillary Services, LLC / dba Bison Tax Service Company,
LLC / dba FINCEN Reporting Services / dba Professional Real Estate
Tax Service of North Texas, L.L.C. / dba Professional Real Estate Tax
Service of South Texas, L.L.C. / dba Professional Real Estate Tax
Service, L.L.C. / dba Recording Management Resources / dba Rocky
Mountain Recording Services / dba Strategic Ancillary Solutions
Stewart Financial Services, Inc.
Stewart Land Title Services, LLC
Stewart Lender Services, Inc.
Stewart Solutions, LLC / dba Stewart Insurance / dba Stewart
Specialty Insurance Services
Stewart Title & Settlement Services, Inc.
Stewart Title & Trust of Phoenix, Inc. / dba Stewart Title Arizona
Agency
Stewart Title & Trust of Tucson
Stewart Title and Escrow, Inc. / dba Signature & Stewart Settlements
Stewart Title Company / dba Central Texas Title / dba Cumberland
Title / dba Empire Title Agency / dba Empire Title, A Division of
Stewart / dba Legacy Title, A Division of Stewart / dba Sidwell Title /
dba Stewart Title / dba Stewart Title Agency / dba Stewart Title
Company of Larimer County / dba Stewart Title of Alaska / dba
Stewart Title of Aspen / dba Stewart Title of Boise / dba Stewart Titel
of Canon City / dba Stewart Title of Colorado / dba Stewart Title of
Colorado Springs / dba Stewart Title of Couer D'Alene / dba Stewart
Title of Denver / dba Stewart Title of Emmett / dba Stewart Title of
Glenwood Springs / dba Stewart Title of Greeley / dba Stewart Title of
Leadville / dba Stewart Title of Nampa / dba Stewart Title of Oregon /
dba Stewart Title of Pueblo / dba Stewart Title of Steamboat Springs /
dba Stewart Title of Sterling / dba Stewart Title of Summit County /
dba Stewart Title of Vail / dba Stewart Title of South Texas Division /
dba Stewart, Pennsylvania / dba Sykes Title / dba Unified Title, A
Division of Stewart
Stewart Title Guaranty Company
Stewart Title Inspection Service, LLC
Stewart Title of Alabama, LLC
Stewart Title of Albuquerque, LLC
Stewart Title of Arkansas, LLC
Stewart Title of California, Inc.
Stewart Title of Dona Ana, Inc.
Stewart Title of Montgomery County, Inc.
Stewart Title of Oklahoma, Inc. / dba Stewart Abstract & Title of
Oklahoma
Stewart Title of Utah, Inc.
Stewart Valuation Intelligence, LLC
Stewart Valuation Services, LLC
Superior Title Services, LLC
Tampa Cypress Partners, Inc.
TCNM, LLC / dba Hildago County Abstract Company / dba Las
Cruces Abstract and Title Company / dba Luna Cruces Abstract &
Title Company
Texarkana Title & Abstract Company, Inc. / dba Stewart Title of
Texarkana
Third Capital Title Agency of Greater Cincinnati, LLC
Thomas Title & Escrow, LLC / dba Thomas National Settlement
Services / dba Thomas National Settlement Services, LLC / dba
Thomas Title and Escrow Agency
Title First Agency, Inc.
Townsend Title Insurance Agency, LLC
United Alliance Title Agency, LLC
United Title Guaranty Agency, LLC
US Title Agency, LLC
U.S. Title Company of Wichita County I, Ltd. / dba Stewart Title
Company of Wichita Falls
Virginia Affordable Housing Title Services, LLC
Western America Title Service, LLC
Yankton Title Company

DISCLOSURES

File No.: 2981520-IO

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 dba Empire Title, A Division of Stewart 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: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 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 INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

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 pursuant to valid service provider agreements.
- 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 help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based 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.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all 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 throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

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

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

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

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.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, 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.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

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

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, 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 and Sensitive Personal Information

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. 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).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. 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.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all 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 or sensitive information or use the personal or sensitive 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 throughout the course of your transaction (for example, a realtor, broker, or a lender).

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

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. 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:

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: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. 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.

ii. Deletion Request Rights

You have the right to request that Stewart delete any 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.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

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, if applicable.

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.

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.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory 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 Company dba Empire Title, A Division of Stewart representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company dba Empire Title, A Division of Stewart 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 Company dba Empire Title, A Division of Stewart representative for verification. Always use a verified telephone number - never the number in the email with the wiring instructions.