

Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**
Fax: **719-425-2725**

Transmittal Information

Date: 09/06/2024

File No: 2639COR

Property Address (Retreat at Timberridge Filing No. 3), Colorado Springs, CO 80908

Buyer\Borrower Timberridge Development Group, LLC, a Colorado limited liability company

Seller

For changes and updates please contact your Escrow officer(s):

Escrow Officer:

Not Applicable

Core Title Group LLC

101 S. Sahwatch Street, Suite 212

Colorado Springs, CO 80903

Phone: 719-219-8500

Donsa Bragg

Core Title Group LLC

101 S. Sahwatch Street, Suite 212

Colorado Springs, CO 80903

Phone: 719-219-8500

E-Mail:

Processor:

E-Mail: LPlank@coretitlegroupllc.com

Copies Sent to:

Buyer:

Timberridge Development Group, LLC, a Colorado limited liability company

2138 Flying Horse Club Drive

Colorado Springs, CO 80921

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Classic Homes

2138 Flying Horse Club Drive

Colorado Springs, CO 80921

Phone: 719-785-3227 Fax:

Email: nlenz@classichomes.com

Seller's Attorney:

Lender:

CASH

Mortgage Broker:

Phone: Fax:

Attn:

Email:

Phone: Fax:

Attn:

Email:

Additional Contacts

Misc

CORE Commercial

Email: commercial@coretitlegroupllc.com

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Core Title Group LLC

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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.



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE 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, Chicago Title Insurance Company, a Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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;

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CHICAGO TITLE INSURANCE COMPANY

- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature 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.

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.

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CHICAGO TITLE INSURANCE COMPANY

- 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.

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>.

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File No: **2639COR**
Amendment No: **2639COR-C****SCHEDULE A**1. Commitment Date: **August 24, 2024**, at **7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined</i>	\$	100.00
<i>Tax Certificate</i>	\$	175.00
Total:	\$	275.00

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:

Timberridge Development Group, LLC, a Colorado limited liability company and El Paso County, an Organized County within the State of Colorado.

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only:

(Retreat at Timberridge Filing No. 3), Colorado Springs, CO 80908

,, CO

,, CO

,, CO

APN: **et. al**Countersigned
Core Title Group LLCBy: *Donsa Bragg***Donsa Bragg**

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File No.: 2639COR

EXHIBIT A

The Land is described as follows:

LEGAL DESCRIPTION: RETREAT AT TIMBERRIDGE FILING NO. 3

A PARCEL OF LAND BEING A PORTION OF SECTIONS 21, 22, 27 AND 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER [RECEPTION NO. 220714653](#); THENCE N09°49'11"E, A DISTANCE OF 2334.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN [BOOK 2678 AT PAGE 430](#) SAID POINT BEING THE POINT OF BEGINNING; THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD, A DISTANCE OF 520.94 FEET; THENCE S68°26'02"E, A DISTANCE OF 147.97 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°53'35", A RADIUS OF 560.00 FEET AND A DISTANCE OF 213.98 FEET TO A POINT OF TANGENT; THENCE N89°40'23"E, A DISTANCE OF 330.31 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 01°01'28", A RADIUS OF 1960.00 FEET AND A DISTANCE OF 35.05 FEET TO A POINT OF TANGENT; THENCE N88°38'55"E, A DISTANCE OF 460.44 FEET; THENCE S47°35'42"W, A DISTANCE OF 60.91 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N88°38'55"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 898.52 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE S00°54'30"E, A DISTANCE OF 1447.63 FEET; THENCE N77°00'00"W, A DISTANCE OF 251.41 FEET; THENCE S07°30'00"E, A DISTANCE OF 198.00 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S07°30'00"E, HAVING A DELTA OF 83°24'30", A RADIUS OF 55.00 FEET AND A DISTANCE OF 80.07 FEET

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TO A POINT OF TANGENT; THENCE S00°54'30"E, A DISTANCE OF 28.43 FEET; THENCE S89°05'30"W, A DISTANCE OF 150.00 FEET;
THENCE S05°57'53"W, A DISTANCE OF 241.74 FEET; THENCE S19°50'00"W, A DISTANCE OF 225.69 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;
THENCE ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING TWO (2) COURSES: 1. N71°41'17"W, A DISTANCE OF 83.46 FEET ;2. N53°22'30"W, A DISTANCE OF 243.17 FEET; THENCE N36°37'30"E, A DISTANCE OF 10.00 FEET; THENCE N53°22'30"W, A DISTANCE OF 150.00 FEET; THENCE N36°37'30"E, A DISTANCE OF 200.00 FEET; THENCE N35°37'50"E, A DISTANCE OF 108.98 FEET; THENCE N27°50'00"E, A DISTANCE OF 94.45 FEET; THENCE N19°43'22"E, A DISTANCE OF 95.70 FEET; THENCE N18°00'00"E, A DISTANCE OF 100.00 FEET; THENCE N17°19'01"E, A DISTANCE OF 103.72 FEET; THENCE N03°30'00"E, A DISTANCE OF 107.28 FEET; THENCE N16°19'41"W, A DISTANCE OF 155.30 FEET;
THENCE N41°00'00"W, A DISTANCE OF 256.15 FEET; THENCE N00°00'00"E, A DISTANCE OF 208.46 FEET; THENCE N86°05'18"W, A DISTANCE OF 253.40 FEET; THENCE N90°00'00"W, A DISTANCE OF 378.68 FEET; THENCE N12°00'00"E, A DISTANCE OF 183.00 FEET; THENCE N78°00'00"W, A DISTANCE OF 490.00 FEET; THENCE S12°00'00"W, A DISTANCE OF 307.77 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S68°21'36"W, HAVING A DELTA OF 114°51'36", A RADIUS OF 60.00 FEET AND A DISTANCE OF 120.28 FEET TO A POINT ON CURVE; THENCE N46°30'00"W, A DISTANCE OF 243.59 FEET; THENCE N68°18'50"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

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.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

NOTE FOR INFORMATIONAL PURPOSES ONLY: The current Vesting Deeds were recorded May 22, 1974 in [Book 2678 at Page 431](#) and February 25, 2019 at [Reception No. 219018917](#).

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SCHEDULE B, PART II - 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. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Right-of-Way over and across a strip of land thirty (30) feet wide on the West line of Section 22 and along the West line of the Northwest Quarter of the Northwest Quarter of Section 27, said Right-of-Way being reserved for use as a future roadway for the benefit of the owners of this tract and owners of adjoining tracts in this Section and adjacent Sections. The intent hereof being to have Section lines available for road purposes as occasion demands as set forth in Warranty Deed recorded November 29, 1922 in [Book](#)**

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565 at Page 346.

10. Right-of-Way over and across a strip of land thirty (30) feet wide on each side of each Section line said Right-of-Way being reserved for use as a future roadway for the benefit of the owners of this tract and owners of adjoining tracts in this Section and adjacent Sections. The intent hereof being to have Section lines available for road purposes as occasion demands as set forth in Warranty Deed recorded May 06, 1924 in [Book 565 at Page 430](#).
11. Right-of-Way over and across a strip of land thirty (30) feet wide on the West line of the Northwest Quarter of the Northwest Quarter of Section 27, said Right-of-Way being reserved for use as a future roadway for the benefit of the owners of this tract and owners of adjoining tracts in this Section and adjacent Sections. The intent hereof being to have Section lines available for road purposes as occasion demands as set forth in Warranty Deeds recorded September 16, 1926 in [Book 791 at Page 55](#), March 20, 1931 in [Book 854 at Page 477](#), October 05, 1936 in [Book 930 at Page 288](#), April 20, 1937 in [Book 935 at Page 262](#) and March 11, 1943 in [Book 1019 at Page 275](#).
12. The effect of inclusion of the subject property in the Black Forest Fire/Rescue Protection District as disclosed by Decree recorded August 21, 1975 in [Book 2772 at Page 121](#), Order recorded July 28, 1980 in [Book 3333 at Page 799](#) and Notice recorded December 17, 2001 at [Reception No. 201185017](#).
13. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in [Book 3673 at Page 903](#)
14. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in [Book 3673 at Page 908](#).
15. The effect of Notice Concerning Underground Facilities for Mountain View Electric Association, Inc. recorded May 08, 1983 in [Book 3718 at Page 812](#).
16. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded December 10, 2007 at [Reception No. 207156760](#).
17. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Permanent Easement Agreement recorded January 27, 2014 at [Reception No. 214006501](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Permanent Easement Agreement recorded January 27, 2014 at [Reception No. 214006503](#).
19. Reservation by Kay Juanita McGinnis and Joan Charleen Cornell and Rita Ann O'Dell and Charles L.

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O'Dell in Deed recorded November 15, 2016 at [Reception No. 216132317](#) of any and all rights to any and all oil, gas and other minerals under said lands together with the right of surface entry.

20. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Permanent Drainage Easement recorded January 16, 2018 at [Reception No. 218005693](#).
21. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-123 regarding Approval of the Retreat at TimberRidge Map Amendment (Rezoning) and PUD Development Plan (PUD-17-003) recorded March 29, 2018 at [Reception No. 218035255](#).
22. Terms, agreements, provisions, conditions and obligations as contained in Second Amended Findings of Fact, Conclusions of Law, Judgment and Decree Case No. 16CW3095 recorded April 06, 2018 at [Reception No. 218038961](#). Special Warranty Deed purporting to convey water rights in connection therewith recorded November 27, 2019 at [Reception No. 219150439](#).
23. Terms, agreements, provisions, conditions and obligations as contained in Retreat at TimberRidge PUD Development Plan recorded April 11, 2018 at [Reception No. 218040692](#).
24. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court Case No. 17CW3031 recorded June 1, 2018 at [Reception No. 218062603](#).
25. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, Ruling of Referee and Decree Case No. 18CW3002 (17CW3002) recorded August 9, 2018 at [Reception No. 218092584](#). Quitclaim Deeds (water rights) purporting to convey water rights in connection therewith recorded February 25, 2019 at [Reception No. 219018918](#), November 03, 2020 at [Reception No. 220177096](#) and December 07, 2020 at [Reception Nos. 220199012 and 220199059](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-397 regarding Approval of the Preliminary Plan Request for The Retreat at TimberRidge (SP-18-002) recorded October 24, 2018 at [Reception No. 218123674](#).
27. The effect of inclusion of a portion of the subject property in the Retreat Metropolitan District No. 1 as disclosed by Order and Decree to create District recorded June 23, 2020 at [Reception No. 220087614](#), and Corrected Findings, Order and Decree to Create District recorded August 3, 2020 at [Reception No. 220114578](#) and Orders for Exclusion June 21, 2021 at [Reception Nos. 221119288 and 221119293](#). Resolution No. 19-359 Approving the Service Plan for The Retreat Metropolitan District Nos. 1 and 2 (ID-17-002) recorded September 25, 2019 at [Reception No. 219117055](#). General Disclosure and Common Questions Regarding The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado in connection

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therewith recorded March 02, 2021 at [Reception No. 221040860](#). Special District Disclosure and Map of Boundaries Pursuant to Section 32-1-104.8, C.R.S. The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado in connection therewith recorded December 31, 2019 at [Reception No. 219166057](#) and March 02, 2021 at [Reception No. 221040882](#). Resolution of the Boards of Directors of The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado, adopting District Fees recorded March 16, 2022 at [Reception No. 222037429](#).

28. The effect of inclusion of a portion of the subject property in the Retreat Metropolitan District No. 2 as disclosed by Order regarding Findings, Order and Decree to create District recorded June 23, 2020 at [Reception No. 220087615](#) and March 02, 2021 at [Reception No. 221040842](#) and Order for Exclusion June 21, 2021 at [Reception Nos. 221119288](#). Resolution No. 19-359 Approving the Service Plan for The Retreat Metropolitan District Nos. 1 and 2 (ID-17-002) recorded September 25, 2019 at [Reception No. 219117055](#). General Disclosure and Common Questions Regarding The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado in connection therewith recorded March 02, 2021 at [Reception No. 221040860](#). Special District Disclosure and Map of Boundaries Pursuant to Section 32-1-104.8, C.R.S. The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado in connection therewith recorded December 31, 2019 at [Reception No. 219166057](#) and March 02, 2021 at [Reception No. 221040882](#). Resolution of the Boards of Directors of The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado, adopting District Fees recorded March 16, 2022 at [Reception No. 222037429](#).
29. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Non-Exclusive Easement recorded October 01, 2020 at [Reception No. 220154818](#).
30. The effect, if any, of 60 Foot Access Easement Legal Description and Exhibit Map recorded October 27, 2020 at [Reception No. 220172048](#).
31. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Utility Easement Agreement (Sterling Ranch Metropolitan District # 1) recorded October 30, 2020 at [Reception No. 220174515](#).
32. Terms, agreements, provisions, conditions and obligations as contained in Intergovernmental Agreement Water and Wastewater Service - The Retreat recorded December 04, 2020 at [Reception No. 220197930](#).
33. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Grant of Right of Way recorded December 09, 2020 at [Reception No. 220201102](#).
34. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Grant of Right of Way recorded December 09, 2020 at [Reception No. 220201103](#).

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35. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Temporary Turn-Around Easement recorded December 11, 2020 at [Reception No. 220202399](#).
36. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Temporary Turn-Around Easement recorded December 11, 2020 at [Reception No. 220202400](#).
37. Terms, agreements, provisions, conditions and obligations as contained in Private Stormwater Facility and Wetland Maintenance Agreement and Easement recorded December 23, 2020 at [Reception No. 220210781](#).
38. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded April 06, 2022 at [Reception No. 222048292](#). Memorandum To All Interested Parties in connection with said easement recorded April 21, 2022 at [Reception No. 222056044](#).
39. Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Temporary Turn-Around Easement recorded June 20, 2022 at [Reception No. 222083780](#).
40. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Sand Creek.
41. Well Site, Access, and Utility Easement Agreement recorded December 21, 2022 at [Reception No. 222151809](#).
42. Private Stormwater Facility and Wetland Maintenance Agreement and Easement recorded August 23, 2024 at [Reception No. 224065949](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Core Title Group LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.

- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Core Title Group LLC
PRIVACY POLICY NOTICE
Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE
THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through

cookies with other personal information to determine a visitor's identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

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

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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

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

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer

Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that

such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.