



DATE: June 20, 2019
FILE NUMBER: 100-N0018426-020-CN1, Amendment No. 10
PROPERTY ADDRESS: Vacant Land Approx. 160 Acres, Colorado Springs, CO
BUYER/BORROWER: COPART INC., a Delaware corporation
OWNER(S): Lockheed Martin Corporation, a Maryland corporation, who is successor by merger of Lockheed Corporation, a Delaware corporation
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 5504101001 5504100001

Schedule A:
Schedule B-Section 1:
Schedule B-Section 2: Intentionally Omitted. Exc. 11

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Chandra Nay PHONE: (303) 692-6787 FAX: (303) 633-7720 E-MAIL: cnay@fnf.com
Escrow Assistant	ATTN: Loretta Mosbarger PHONE: (720) 200-1228 E-MAIL: lmosbarger@fnf.com
Title Officer	ATTN: Noreen Behringer PHONE: (303) 889-8094 E-MAIL: nbehringer@fnf.com
Sales Executive	ATTN: NCS Sales E-MAIL:
TO: COPART INC., a Delaware corporation 14185 Dallas Parkway, Suite 300 Dallas, TX 75254	ATTN: Randy A. Racine PHONE: (972) 391-5050 FAX: E-MAIL: Randy.Racine@copart.com
TO: Lockheed Martin Corporation, a Maryland corporation, who is successor by merger of Lockheed Corporation, a Delaware corporation 100 S. Charles Street, Suite 100 Baltimore, MD 21201	ATTN: Thomas Green PHONE: (410) 468-1047 FAX: E-MAIL: tom.green@lmco.com
TO: Cushman and Wakefield 2 North Cascade Avenue, Suite 720 Colorado Springs, CO 80903	ATTN: David Bacon PHONE: (719) 634-1500 FAX: E-MAIL: dbacon@coscommercial.com

TO: Holland & Knight 800 17th Street N.W., Suite 1100 Washington, DC 20006	ATTN: Sarah Seedig PHONE: FAX: E-MAIL: Sarah.Seedig@hklaw.com
TO: Holland & Knight 800 17th Street N.W., Suite 1100 Washington, DC 20006	ATTN: Bonni Kaufman PHONE: FAX: E-MAIL: Bonni.Kaufman@hklaw.com
TO: Holland & Knight 800 17th Street N.W., Suite 1100 Washington, DC 20006	ATTN: Elizabeth McMahan PHONE: FAX: E-MAIL: Elizabeth.McMahon@hklaw.com
TO: Copart	ATTN: Aaron Vardasebi (contact person) PHONE: FAX: E-MAIL: avardasebi@firstam.com
TO: First American 3550 W. Robinson Street, Third Floor Norman, OK 73072	ATTN: Aaron Vardasebi (Surveyor) PHONE: (405) 253-2461 FAX: E-MAIL: avardasebi@firstam.com
TO: LMC Properties, Inc. 100 South Charles Street Suite 1400 Baltimore, MD 21201	ATTN: James Damm PHONE: (410) 468-1014 FAX: E-MAIL: james.m.damm@lmco.com
TO: Copart 14185 Dallas Pkwy. Dallas, TX 75254	ATTN: Hilary Negron PHONE: (972) 391-5096 FAX: (000) 000-0000 E-MAIL: hilary.negron@copart.com
TO: Copart 14185 Dallas Pkwy. Dallas, TX 75254	ATTN: Mason Laycock PHONE: (972) 391-5096 FAX: (000) 000-0000 E-MAIL: mason.laycock@copart.com
TO: LMC Properties, Inc. 100 South Charles Street Suite 1400 Baltimore, MD 21201	ATTN: Matthew Carter PHONE: (410) 468-1019 FAX: E-MAIL: matthew.t.carter@lmco.com
TO: Cushman and Wakefield	ATTN: Heather Mauro PHONE: FAX: E-MAIL: hmauro@coscommercial.com
TO: National Commercial Services Main 8055 E Tufts Ave #300 Denver, CO 80237	ATTN: Chandra Nay PHONE: (303) 291-9977 FAX: (303) 633-7720 E-MAIL: cnay@fnf.com

END OF TRANSMITTAL

Fidelity National Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: 100-N0018426-020-CN1, Amendment No. 10

1. Effective Date: June 18, 2019 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 COPART INC., a Delaware corporation	\$2,344,560.00
(b) None	\$0.00

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

A Fee Simple

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

[Lockheed Martin Corporation, a Maryland corporation, who is successor by merger of Lockheed Corporation, a Delaware corporation](#)

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

See Attached Legal Description

(for informational purposes only) Vacant Land Approx. 160 Acres, Colorado Springs, CO

PREMIUMS:

Owners Policy	2,335.00
Deletions of 1-3 upon current survey requirement met and discussion on the possible limiting as to #4 to buyers acts upon confirmations from seller as to any possible lien exposures, if any.	75.00
Tax Certificate (2)	36.00
ALTA 3-06 (CLTA 123.1-06) - Zoning Unimproved Land (OP) (subject to receipt of a sufficient zoning letter)	467.00
ALTA 8.2-06 (CLTA 110.9.1-06) - Environmental Lien - Commercial (OP)	467.00
ALTA 9.1-06 - Covenants, Conditions and Restrictions - Unimproved Land - Owner's Policy	934.00
ALTA 17-06 (CLTA 103.11) - Access and Entry (OP) (subject to survey disclosing specific access and entry based on land currently being vacant)	467.00
ALTA 18.1-06 - Multiple Tax Parcel (OP)	250.00
ALTA 25-06 - Same as Survey (OP)	934.00
Form 100.33 - Patent (OP)	100.00
ALTA 34 (identified risk) Exception 11	934.00

Attached Legal Description

PARCEL ONE:

Lot 1,
Colorado Centre Foreign Trade Zone and Business Park Filing No. 1,
According to the plat thereof recorded October 7, 1986 at Reception No. 1463836,
County of El Paso, State of Colorado.

(For Informational Purposes Only: APN: 5504101001)

PARCEL TWO:

A tract of land located in the West ½ of the NE ¼ of Section 4, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, Township 14 South, Range 65 West of the 6th P.M. from which the Northeast Corner of said Section 34 bears N00°36'38"E (basis of bearing – true meridian), 5280.16 feet; Thence S89°51'19"W, 2630.71 feet along the South line of the SE ¼ of said Section 34 to the S ¼ Corner of said Section 34; Thence S89°50'25"W, 2630.56 feet along the South line of the SW ¼ of said Section 34 to the Southwest Corner of said Section 34; Thence S89°57'09"W, 1314.06 feet along the North line of the NE ¼ of said Section 4 to the Northeast Corner of the W ½ of the NE ¼ of said Section 4; Thence S00°11'46"E, 30.00 feet along the East line of the W ½ of the NE ¼ of said Section 4 to the South line of that 30.00 foot strip of land conveyed to El Paso County as described in instrument recorded in Book 441 at Page 533 of the records of El Paso County, Colorado and the True Point of Beginning;

Thence continuing S00°11'46"E, 2630.70 feet along the East line of the W ½ of the NE ¼ of said Section 4 to the Southeast Corner thereof;

Thence N89°56'02"W, 1337.98 feet along the East-West Centerline of said Section 4 to the Center of said Section 4;

Thence N00°19'09"E, 2628.09 feet along the North-South Centerline of said Section 4 to the South line of that 30.00 foot strip of land as described in said Book 441 at Page 533;

Thence N89°57'09"E, 1314.33 feet along the South line of that 30.00 foot strip of land as described in said Book 441 at Page 533 to the True Point of Beginning,

County of El Paso,
State of Colorado.

(For Informational Purposes Only: APN: 5504100001)

**SCHEDULE B – Section 1
Requirements**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.

NOTE: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Fidelity National Title Insurance Company and Fidelity National Title, National Commercial Services.

Note: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

NOTE: A draft survey has been received by the company. Upon amendment to include the following and receipt of a signed, final version of the survey the above requirement will then be satisfied.

Survey amendments requested:

Confirm the existence of actual abutment and vehicular and pedestrian access from land to applicable street.

Provide the “metes and bounds legal” as proposed, as to Parcel One to be shown as “also described as and survey as:” in legal and incorporate same into the survey along with confirmation shown on the face of same that the aka legal does not create any gaps or gores with the currently platted legal shown.

NOTE: Upon receipt of a final signed version of survey the above requirement will then be satisfied.

- e. Furnish to the Company a Certificate of Good Standing and a certified copy of Resolution of governing board of **Lockheed Martin Corporation, a Maryland corporation** authorizing the execution of necessary documents and stating who is authorized to sign said documents. Said Resolution must be properly certified by an Officer of the corporation with Corporate Seal affixed.
- f. Recordation of Statement of Authority for **Lockheed Martin Corporation, a Maryland corporation** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- g. Furnish to the Company a Certificate of Good Standing of **COPART INC., a Delaware corporation** authorizing the execution of necessary documents and stating who is authorized to sign said documents. Said Resolution must be properly certified by an Officer of the corporation with Corporate Seal affixed.

- h. Recordation of Statement of Authority for **COPART INC., a Delaware corporation** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

NOTE: The above requirement has been waived at this time based on the aspect of the transaction being a “cash deal” and no loan will be executed in connection with the proposed insurance.

- i. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- j. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- k. Execution of the Company’s Lien Affidavit by the Seller(s) and Buyer(s). In the event that the Lien Affidavit discloses the existence of new construction on the Land within the past six (6) months or plans for the commencement of new construction, additional requirements may be made or Standard Exception No. 4 will not be amended from the final policy(ies) to be issued hereunder.
- l. In consideration of the issuance of ALTA Endorsement 3.0-06, the Company must receive a letter from the appropriate governing authority providing the following information with respect to the Land:
 - 1) Zoning designation
 - 2) Allowed uses
 - 3) Parking requirements
 - 4) Acknowledgment that the Land is in compliance with current zoning and/or referencing any known zoning violations. And, if there are any violations, addressing the variances which may have been granted in connection therewith.

Upon verification of payment of all taxes for prior years, the exception relating to taxes under Schedule B of the policy(ies) to be issued will be amended to read as follows:

Taxes and assessments for the year 2018 and subsequent years, a lien, not yet due or payable.

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

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

SCHEDULE B – Section 2
Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.

NOTE: Upon all requirements met exceptions 1-3 and 5-6, above, will not be shown on final policy(ies) when issued.

7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: Upon all taxes being paid current or confirmed current with escrow at closing the above exceptions will be amended to read as follows on policy(ies) when issued:

“Taxes and assessments for the year 2018 and subsequent years, a lien not yet due or payable.”

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

NOTE: Upon confirmation of the lease status of the land the above exception will be amended or deleted as applicable on policy(ies) when issued.

THE FOLLOWING AFFECTS PARCEL ONE:

9. Terms, conditions, provisions, agreements and obligations contained in the Resolution, by the Board of County Commissioners of El Paso County, Colorado, regarding Powers Boulevard/Drennan Road Local Improvement District 1985-2 as set forth below:

Recording Date: July 3, 1985
 Recording No.: [Book 5108 at Page 868](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Avigation Easement as set forth below:



Recording Date: December 9, 1985
Recording No.: [Book 5099 at Page 128](#)

11. Intentionally Omitted.

12. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of Colorado Centre Foreign Trade Zone Filing No. 1 set forth below:

Recording Date: October 7, 1986
Recording No: Plat [Book B4 at Page 47](#)

NOTE: Ratification Statement recorded November 13, 1987 in [Book 5444 at Page 1225](#).

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

Recording Date: October 7, 1986
Recording No.: [Book 5249 at Page 706](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Avigation Easement as set forth below:

Recording Date: March 14, 1988
Recording No.: [Book 5484 at Page 496](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 91-166, General 89 as set forth below:

Recording Date: May 31, 1991
Recording No.: [Book 5843 at Page 719](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Amended Notice to Construct a Toll Road and Disclaimer of Interest as set forth below:

Recording Date: February 23, 2007
Recording No.: [Reception No. 207025357](#)

THE FOLLOWING AFFECTS PARCEL TWO:

17. Reservations contained in the Patent

From: The United States of America
Recording Date: June 4, 1904
Recording No: [Book 54 at Page 66](#)

Which among other things recites as follows:

Subject to 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 the courts; and also subject to the right of the proprietor of a 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; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: Transmission Lines
Recording Date: November 30, 1978
Recording No: [Book 3114 at Page 310](#)

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: Transmission Lines
Recording Date: November 30, 1978
Recording No: [Book 3114 at Page 311](#)

20. The effect of Notice Concerning Underground Facilities of the Mountain View Electric Association, Inc., recorded May 9, 1983 in [Book 3718 at Page 812](#).

21. Intentionally omitted.

22. All reservations referenced in Special Warranty Deed recorded October 11, 1985 in [Book 5074 at Page 479](#), granted to Lockheed Corporation, a Delaware corporation in Deed recorded August 21, 1986 in [Book 5222 at Page 363](#).

23. Any taxes or assessments by reason of the inclusion of the Land in the Colorado Centre Metropolitan District, as evidenced in instrument set forth below:

Recording Date: October 1, 1986
Recording No.: [Book 5245 at Page 1033](#)

24. Terms, conditions, provisions, agreements and obligations contained in the Findings and Decree on Hearing as set forth below:

Recording Date: November 7, 1988
Recording No.: [Book 5574 at Page 525](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Interstate Gas Company Right-of-Way Agreement as set forth below:

Recording Date: March 21, 2002
Recording No.: [Reception No. 202045479](#), as shown or noted on Survey prepared by Gregory A. Clark, RPLS No. 32430, for CDS Commercial Due Diligence Services, Job No.

DD0527, dated July 31, 2018 and last revised _____, 2018 (the "Survey").

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Colorado Interstate Gas Company
Purpose: Pipelines
Recording Date: March 28, 2003
Recording No: [Reception No. 203062855](#), (the "Survey").

27. Intentionally omitted. (Does not apply to subject property)

THE FOLLOWING AFFECTS ALL PARCELS:

28. Those matters as shown on survey prepared by Gregory A. Clark, RPLS No. 32430, for CDS Commercial Due Diligence Services, Job No. DD0527, dated July 31, 2018 and last revised _____, 2018:

- (a) The fact the fence lines, as shown thereon, do not correspond with the lot lines.
- (b) Public utilities as shown thereon and not lying within a found, recorded easement(s).
- (c) Existence of a fence the entire length of the access area to roads shown as Trade Zone Boulevard and Drennan Road without any gates, paved ways or curb cuts at this time.

29. Intentionally omitted.

END OF EXCEPTIONS



Fidelity National Title[®] Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

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

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

Countersigned by:

Darren Hone
Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policies or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), 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 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services 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 3-5-1, Paragraph L of Section 7, 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.
- 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.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

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

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

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

How Personal Information is Collected

We may collect Personal Information about you from:

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

How Browsing Information is Collected

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

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

Security of Your Information

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

Choices With Your Information

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

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

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or

authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

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