



TITLE DEPARTMENT – DELIVERY TRANSMITTAL

Closing Location:

501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone: (720)542-6940 Fax: (303)648-4238

Order No.: 109-2309514-S
Property Address: Vacant Land, Aurora, CO
Buyer(s)/Borrower(s): Gun Club Business Park LLC, a Colorado limited liability company
Seller(s): Crush Land Company, LLP, a Colorado limited liability partnership and Dakedo Leja Land Company, LLP, a Colorado limited liability partnership

BUYER/BORROWER

Gun Club Business Park LLC, a Colorado limited liability company
Delivered Via Agent

SELLER

Crush Land Company, LLP, a Colorado limited liability partnership
Delivered Via Agent

SELLER

Dakedo Leja Land Company, LLP, a Colorado limited liability partnership
Delivered Via Agent

LISTING AGENT/BROKER

NEWMARK

Mike Wafer
Email: mike.wafer@nrmk.com

Mike Wafer, Jr.
Email: mike.waferjr@nrmk.com

ATTORNEY

WESTSIDE PROPERTY INVESTMENT COMPANY, INC.

Michael J. Schroeder, Esq.
Email: mschroeder@westsideinv.com

Above is a list of clients to whom the attached materials have been delivered. First Integrity Title Company has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

Escrow Team:

Trish Dunbar
E-Mail Address: Trish.Dunbar@firstintegritytitle.com
Phone: 720-203-3095
501 S. Cherry Street, Suite 700
Glendale, CO 80246

E-Mail Address:
Phone:
501 S. Cherry Street, Suite 700
Glendale, CO 80246

WIRE INSTRUCTIONS:

BANK:	First Western Trust Bank
ABA NO.:	102007011
ACCOUNT:	2067300
CREDIT:	First Integrity Title Company
REFERENCE:	109-2309514-S

**All Cashier's Checks must be payable to:
First Integrity Title Company**

COMMITMENT FOR TITLE INSURANCE

Issued by Chicago Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

IN WITNESS WHEREOF, Chicago 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.

CHICAGO TITLE INSURANCE COMPANY



By:

President

Attest:

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 policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

**First Integrity Title Company
as agent for
Chicago Title Insurance Company**

Commitment No.: 109-2309514-S

**SCHEDULE A
COMMITMENT FOR TITLE INSURANCE**

1. Effective Date: **November 14, 2023**

2. Policy or Policies to be issued:

	Amount	Premium
A. ALTA Owners Policy (06/17/06)	\$15,500,000.00	\$12,141.00

Proposed Insured: **Gun Club Business Park LLC, a Colorado limited liability company**

Tax Certificates	\$50.00
Endorsement CO-110.1 Delete 1-4	\$95.00
Endorsement ALTA 25-06 Same As Survey	\$1,000.00
Endorsement CLTA 103.7-06 Land Abuts Street	\$250.00
Endorsement ALTA 19-06 Contiguity	\$2,000.00
Endorsement ALTA 9.1-06 Comp	\$2,000.00
Endorsement ALTA 18.1-06 Multiple Tax Parcel	\$250.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

[Crush Land Company, LLP, a Colorado limited liability partnership, as to Parcel A;](#)

Dakedo Leja Land Company, LLP, a Colorado limited liability partnership, as to Parcel B

4. The land referred to in this Commitment is situate in Arapahoe County, State of Colorado and is described as follows:

See Exhibit A attached hereto and made a part hereof.

Also known by street and number as: Vacant Land, Aurora, CO

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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EXHIBIT A

PARCEL A:

A PARCEL OF LAND BEING A PART OF THE EAST HALF OF SECTION 25 TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; THENCE S00°27'02"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1322.69 FEET; THENCE S89°26'08"W A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF GUN CLUB ROAD AND THE POINT OF BEGINNING; THENCE S00°27'02"E ALONG THE WESTERLY R.O.W. LINE OF GUN CLUB ROAD A DISTANCE OF 1322.68 FEET; THENCE S00°28'15"E ALONG SAID WESTERLY R.O.W. LINE A DISTANCE OF 330.65 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4706 AT PAGE 601, ARAPAHOE COUNTY RECORDS; THENCE S89°27'15"W ALONG SAID NORTHERLY LINE A DISTANCE OF 2130.39 FEET TO THE SOUTHEAST CORNER OF PARCEL TK-75 (E-470 R.O.W.) AS SHOWN IN RULE AND ORDER RECORDED AT RECEPTION NUMBER A8023869, ARAPAHOE COUNTY RECORDS; THENCE N14°31'29"W ALONG THE EASTERLY R.O.W. OF SAID PARCEL TK-75 A DISTANCE OF 341.11 FEET; THENCE N10°42'40"W ALONG SAID EASTERLY R.O.W. LINE OF PARCEL TK-75 A DISTANCE OF 738.52 FEET; THENCE N01°22'15"W ALONG SAID EASTERLY R.O.W. LINE OF PARCEL TK-75 A DISTANCE OF 195.74 FEET; THENCE N06°35'34"W ALONG SAID EASTERLY R.O.W. LINE OF PARCEL TK-75 A DISTANCE OF 401.13 FEET TO THE NORTHEAST CORNER OF SAID PARCEL TK-75, SAID POINT LYING ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE N89°26'08"E ALONG SAID NORTHERLY LINE A DISTANCE OF 2390.83 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; THENCE S00°27'02"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 2645.38 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE S00°28'15"E ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 330.66 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4706 AT PAGE 601, ARAPAHOE COUNTY RECORDS; THENCE S89°27'15"W ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF GUN CLUB ROAD AND THE POINT OF BEGINNING; THENCE S00°28'15"E ALONG THE WESTERLY R.O.W. LINE OF GUN CLUB ROAD A DISTANCE OF 664.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL; THENCE S89°31'07"W ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 1964.63 FEET TO THE SOUTH EAST CORNER OF PARCEL TK-74 (E-470 R.O.W.) AS SHOWN IN RULE AND ORDER RECORDED AT RECEPTION NUMBER A8023870, ARAPAHOE COUNTY RECORDS; THENCE N14°31'29"W ALONG THE EASTERLY R.O.W. LINE OF SAID PARCEL TK-74 A DISTANCE OF 682.60 FEET TO THE NORTHEAST CORNER OF SAID PARCEL TK-74, SAID POINT LYING ON THE NORTHERLY LINE OF SAID PARCEL RECORDED IN BOOK 4706 AT PAGE 601; THENCE N89°27'15"E ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 2130.39 FEET TO THE POINT OF BEGINNING.

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AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT A

For information purposes only: Vacant Land, Aurora, CO
APN/Parcel ID: 1975-25-1-00-005 and 1975-25-4-00-006

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ALTA Commitment 2006
Exhibit A

AMERICAN
LAND TITLE
ASSOCIATION



109-2309514-S

SCHEDULE B - SECTION I

REQUIREMENTS

The following are the requirements that must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
6. Receipt by the Company of the appropriate affidavit and indemnity executed by the owners of the subject property.
7. Certificate of Good Standing from the Colorado Secretary of State for Crush Land Company, LLP, a Colorado limited liability partnership.

Note: As of the effective date of this commitment, the above entity was found to be in noncompliant status with the Colorado Secretary of State.

8. The following requirements for Crush Land Company, LLP, a Colorado limited liability partnership will need to be furnished to the Company:
Partnership Agreement, and all amendments thereto, if an
Statement of Authority stating who is authorized to sign on behalf of Crush Land Company, LLP, a
Colorado limited liability partnership.
9. Certificate of Good Standing from the Colorado Secretary of State for Dakedo Leja Land Company, LLP, a Colorado limited liability partnership.

Note: As of the effective date of this commitment, the above entity was found to be in noncompliant status with the Colorado Secretary of State.

10. The following requirements for Dakedo Leja Land Company, LLP, a Colorado limited liability partnership will need to be furnished to the Company:
Partnership Agreement, and all amendments thereto, if any.
Statement of Authority stating who is authorized to sign on behalf of Dakedo Leja Land Company, LLP, a
Colorado limited liability partnership.

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SCHEDULE B - SECTION I

(Continued)

11. Special Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, item 2A.

Note: C.R.S. §38-35-109(2) required that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

12. An ALTA/NSPS Land Survey sufficient in content and form and certified to First Integrity Title Company and Chicago Title Insurance Company, must be furnished to the Company. Exception will be taken to adverse matters disclosed thereby.

Note: The Survey is necessary to provide Extended Coverage to the Proposed Purchaser.

THE PARTIES INVOLVED IN THE TRANSACTION MUST INFORM THE COMPANY, IN WRITING, IF ANY PORTION OF THE PROPERTY WILL BE USED IN CONNECTION WITH THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA.

NOTICE: 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 PERMITTED TO PROVIDE ESCROW SERVICES OR TITLE INSURANCE FOR ANY TRANSACTION INVOLVING REAL PROPERTY THAT IS ASSOCIATED WITH THESE ACTIVITIES.

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SCHEDULE B - SECTION II

EXCEPTIONS

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

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in 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 acquired of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Taxes for the current year, including all taxes now or heretofore assessed, due, or payable.
8. ANY EXISTING LEASES OR TENANCIES.
9. RESERVATION BY THE UNION PACIFIC LAND COMPANY OF (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING THE LAND, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE, AND REMOVE, OIL, COAL, AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL, AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED FEBRUARY 13, 1913 IN [BOOK 66 AT PAGE 17](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: QUIT CLAIM DEEDS RECORDED APRIL 16, 1971 IN [BOOK 1920 AT PAGE 247](#) AND MARCH 14, 1977 IN [BOOK 2560 AT PAGE 725](#).

NOTE: MINERAL DEEDS RECORDED AUGUST 11, 1972 IN [BOOK 2046 AT PAGE 370](#) AND APRIL 1, 1977 IN [BOOK 2568 AT PAGE 677](#).

NOTE: RELEASE AND QUITCLAIM DEED RECORDED NOVEMBER 23, 1998 AT RECEPTION NO. [A8189797](#).

NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 AT RECEPTION NO. [B2090875](#).

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SCHEDULE B - SECTION II

(Continued)

10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SET FORTH IN THE PRELIMINARY DEVELOPMENT PLAN RECORDED JANUARY 12, 1987 AT RECEPTION NO. [2779202](#).
11. RESTRICTIONS IMPOSED BY THE ORDINANCE, RECORDED ON JANUARY 26, 1987 IN [BOOK 5028 AT PAGE 641](#) PERTAINING TO ANNEXATION.
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED JANUARY 11, 1989 IN [BOOK 5668 AT PAGE 593](#).
13. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SET FORTH IN THE RESOLUTION RECORDED DECEMBER 19, 1995 AT RECEPTION NO. [A5133863](#).
14. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RULE AND ORDER RECORDED FEBRUARY 23, 1998 AT RECEPTION NOS. [A8023869](#) & [A8023870](#).
15. RESTRICTIONS IMPOSED BY THE ORDINANCE RECORDED ON AUGUST 16, 2000 AT RECEPTION NO. [B0101810](#) PERTAINING TO ZONING.

End of Schedule B Section II

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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 Owner's Policy of Title Insurance and is responsible for the recording and First Integrity Title Company 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.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

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);
- social security number (SSN), driver’s license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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 your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union 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 and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms 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 with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354



501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone: (720)542-6940 Fax: (303)648-4238

PRIVACY POLICY

Committed to Protecting Customer Information

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. You have a right to know how we will utilize the personal information you provide to us. Therefore, First Integrity Title Company has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our agents, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, 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. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for giving us the opportunity to provide your closing and settlement services.