



55 Madison Street, Suite 400  
Denver, CO 80206

**Date:** June 09, 2020  
**File Number:** 20000310331- Revision No. 4  
**Property:** 3600 Chambers Road, Aurora, CO 80011

Please direct all Closing inquiries to:

Cheryl G. Warner  
Phone: (303) 780-4089  
Email Address: cheryl.warner@stewart.com

**SELLER:**

Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership  
Attn: Adrienne Pietrofeso  
Attn: Victoria Simmons  
Delivery Method: Emailed

**SELLER ATTORNEY:**

Dill Dill Carr Stonbraker & Hutchings  
Contact: John Coates  
Email: jcoates@dillanddill.com  
Delivery Method: Emailed

Please direct all Title inquiries to:

Laura Rihel  
Phone: (303) 780-4041  
Email Address: LRihel@stewart.com

**BUYER:**

QuikTrip Corporation, an Oklahoma corporation  
QuikTrip No. 4217A  
Attn: Troy DeVos  
Attn: Craig Romrell  
Attn: General Counsel  
Delivery Method: Emailed

**SELLING AGENT:**

Newmark Knight Frank  
1800 Larimer Street, Suite 1700  
Denver, CO 80202  
Contact: Michael Quinlan  
Phone: (303) 260-4441  
Email: mquinlan@ngkf.com  
Delivery Method: Emailed

**BUYER ATTORNEY:**

Goldenberg Heller & Antognoli  
Contact: David Antognoli  
Email: david@ghalaw.com  
Delivery Method: Emailed

**THIS REVISION OF THE TITLE COMMITMENT INCLUDES THE FOLLOWING CHANGES:**

Schedule A: Omitted Loan Policy,  
Schedule B-I: Deleted Requirement No.'s 5(b) and 8,

*We Appreciate Your Business and Look Forward to Serving You in the Future.*

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

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

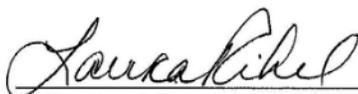
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333  
06J050

  
Denise Carraux  
Secretary

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be 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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## *Transaction Identification Data for reference only:*

Issuing Agent: Stewart Title Guaranty Company  
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206  
Issuing Office's ALTA® Registry ID: 1027978  
Loan ID Number: N/A  
Commitment Number: 20000310331  
Issuing Office File Number: 20000310331  
Property Address: 3600 Chambers Road, Aurora, CO 80011  
Revision Number: 4

1. **Commitment Date:** June 04, 2020 at 5:30 P.M.

2. **Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy          Extended

\$1,800,000.00

Proposed Insured:      QuikTrip Corporation, an Oklahoma corporation

(b) ALTA Loan Policy

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

Fee Simple

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

Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership

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

Lot 1, Block 1,  
[CHAMBERS ROAD EXCHANGE SUBDIVISION FILING NO. 1.](#)  
County of Adams,  
State of Colorado.

**STEWART TITLE GUARANTY COMPANY**

## **STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued  
See Attached Statement of Charges

  
\_\_\_\_\_  
Authorized Countersignature

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**STATEMENT OF CHARGES**

Commercial Rate	
2006 ALTA Owner's Policy:	\$2,005.00
Owner's Extended Coverage:	\$65.00
<b>ALTA 9.1-06:</b>	<b>\$401.00</b>
<b>ALTA 25-06:</b>	<b>\$401.00</b>
<b>ALTA 28.3-06:</b>	<b>\$602.00</b>
<b>ALTA 35.3-06:</b>	<b>\$401.00</b>
<b>ALTA 39-06:</b>	<b>N/C</b>
<b>ALTA 41.3-06:</b>	<b>\$201.00</b>
<b>Deletion of Arbitration:</b>	<b>N/C</b>
Tax Certificate:	\$30.00
(Sch. # <a href="#">01821-129-218-001</a> ):	

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 20000310331- Revision No. 4

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:
  - a. Warranty Deed from Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership, vesting fee simple title in QuikTrip Corporation, an Oklahoma corporation.  
NOTE: A [Real Property Transfer Declaration](#) is required with each transfer in the State of Colorado.  
NOTE: Deed must include a notation as to the legal address of the grantee.  
NOTE: Statement of Authority for Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership recorded November 3, 2017 at [Reception No. 2017000097705](#), discloses the following persons as those authorized to transact business on behalf of said entity:  
Adrienne Pietrafeso and Victoria Simmons, as General Partners, wherein, both must execute documents. If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.
  - b. **[Intentionally deleted.] (Deed of Trust from QuikTrip Corporation, an Oklahoma corporation, to the Public Trustee, for the benefit of Proposed Lender.**  
**NOTE: The Company must be furnished with a certified copy of the corporate resolution authorizing the encumbering of the subject property, and the execution and delivery of the Note and Deed of Trust.)**
6. Receipt by the Company of [Commercial Lien Affidavit](#), executed by Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership.  
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.  
NOTE: Affiant must affirm that no lease contains any option to purchase, right of first offer, or right of first refusal.
7. Receipt by the Company of [Commercial Lien Affidavit](#), executed by QuikTrip Corporation, an Oklahoma corporation.  
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.
8. **[Intentionally deleted.] (Receipt by the Company of the final signed version of the ALTA/NSPS Land Title Survey, currently dated April 28, 2020, prepared by Jesus A. Lugo, currently provided in its preliminary format.)**

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File No. 20000310331

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

9. Payment of taxes and assessments now due and payable.
10. **[Intentionally deleted.]** (Receipt by the Company relating to Pioneers LLC, the Company requires for its review the following:
  - a.) Copy of the fully executed Operating Agreement of the limited liability company and any amendments thereof,
  - b.) Execution and recordation of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.NOTE: The company reserves the right to make additional requirements upon its review of this document.)
11. Recordation of Release by the Public Trustee of the Deed of Trust from Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership, for the benefit of RCD Limited Liability Company, to secure \$375,000.00, recorded November 3, 2017, at [Reception No. 2017000097706](#).
12. **[Intentionally deleted.]** (Receipt by the Company of the [STG Gap Indemnity Agreement](#), executed by Mazzo Enterprises, LLLP, a Colorado limited liability limited partnership and QuikTrip Corporation, an Oklahoma corporation.)

NOTE: 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, by completing [Colorado DR 1083](#) (Nonresident Withholding).

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 20000310331- Revision No. 4

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes for the year 2020, and subsequent years; special assessments or charges not certified to the County Treasurer.  
(NOTE: This will appear on the Owner's Policy, upon proof of payment.)
9. Reservation of an undivided 1/2 of all minerals and mineral rights in Deed recorded July 29, 1953 in [Book 470 at Page 485](#).  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Amended Order of Court Approving Inclusion of Property in Sable-Altura Fire Protection District recorded July 31, 1980 in [Book 2477 at Page 637](#).
11. Agreement recorded November 3, 1980 in [Book 2504 at Page 791](#).

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

12. Covenants recorded November 3, 1980 in [Book 2504 at Page 800](#) and recorded August 15, 1985 in [Book 3036 at Page 217](#).
13. Declaration of Planned Building Group recorded August 14, 1985 in [Book 3036 at Page 220](#).
14. Easements, notes, restrictions and rights-of-way, as set forth on the plat of Chambers Road Exchange Subdivision Filing No. 1, recorded September 17, 1985, at [Reception No. 600036](#).
15. Chambers Road Exchange PBG recorded September 17, 1985 at [Reception No. 600037](#).
16. Ordinance Creating Multiple-Purpose Improvement District recorded April 7, 1987 in [Book 3298 at Page 515](#).  
NOTE: Ordinance Accepting Improvements recorded July 20, 1988 in [Book 3469 at Page 548](#).
17. Drainage and Utility Easement recorded June 2, 1988 in [Book 3452 at Page 517](#).
18. Oil and Gas Lease recorded March 19, 2018 at [Reception No. 2018000021918](#) and at [Reception No. 2018000021919](#).  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
19. Existing leases and tenancies.  
NOTE: Upon receipt by the Company of the Commercial Lien Affidavit, this exception may be modified or deleted.

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

**NOTE: Exception No. 6 is hereby deleted.**

**NOTE: Exception No.'s 2 and 3 are hereby deleted.**

**NOTE: Survey provided: ALTA/NSPS Land Title Survey, prepared by Jesus Lugo, dated April 28, 2020, under [Job No. 20414](#).**

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**Laura Rihel**  
Commercial Title Officer/  
Manager

Stewart Title Guaranty Company  
Commercial Services (Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 780-4041 Phone  
Fax  
LRihel@stewart.com

## **MINERAL DISCLOSURE**

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

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

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

# **Stewart Title Guaranty Company - Commercial Services**

## **FUNDS DISCLOSURE**

The title company, Stewart Title Guaranty Company - Commercial Services in its capacity as escrow agent, has been authorized to receive funds and disburse them when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds are deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.

The title company is disclosing to you that the financial institution may provide the title company with computer accounting or auditing services, or other bank services, either directly or through a separate entity which may or may not be affiliated with the title company. This separate entity may charge the financial institution reasonable and proper compensation for these services and retain any profits there from.

The title company may also receive benefits from the financial institution in the form of advantageous interest rates on loans, sometimes referred to as preferred rate loan programs, relating to loans the title company has with the financial institution. The title company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. In the event that the parties to this transaction have agreed to have interest on earnest money deposit transferred to a fund established for the purpose of providing affordable housing to Colorado residents, then the earnest money shall remain in an account designated for such purpose, and the interest money shall be delivered to the title company at closing.

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

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

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

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

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

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



**DATE:** October 16, 2023  
**FILE NUMBER:** 100-00501201-201-TH7  
**PROPERTY ADDRESS:** 3640 and 3610 Chambers Road, Aurora, CO  
**BUYER/BORROWER:** QuikTrip Corporation, an Oklahoma corporation  
**OWNER(S):** Wheeling Service Center L.L.C., a Colorado limited liability company  
**YOUR REFERENCE NUMBER:** 4217  
**ASSESSOR PARCEL NUMBER:** 0182129214003 0182129200048

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

**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.**

<b>TO: Escrow Officer</b>	<b>ATTN:</b> Teresa Hott <b>PHONE:</b> (303) 291-9984 <b>FAX:</b> (303) 633-7720 <b>E-MAIL:</b> teresa.hott@fnf.com
<b>Escrow Assistant</b>	<b>ATTN:</b> Madison Ballinger <b>PHONE:</b> (303) 942-2206 <b>E-MAIL:</b> madison.ballinger@fnf.com
<b>Title Officer</b>	<b>ATTN:</b> Noreen Behringer <b>PHONE:</b> (303) 889-8094 <b>E-MAIL:</b> nbehringer@fnf.com
<b>Sales Executive</b>	<b>ATTN:</b> Geoff Sanders <b>E-MAIL:</b> Geoff.Sanders@fnf.com
<b>TO: QuikTrip Corporation, an Oklahoma corporation 5725 Foxridge Drive Mission, KS 66202</b>	<b>ATTN:</b> Jason Acord <b>PHONE:</b> (000) 000-0000 <b>FAX:</b> (918) 994-3558 <b>E-MAIL:</b> jacord@quiktrip.com
<b>TO: Wheeling Service Center L.L.C., a Colorado limited liability company 2777 S Elmira St #7 Denver, CO 80231</b>	<b>ATTN:</b> Dennis M. Niernberg <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> dniernberg@gmail.com
<b>TO: Unique Properties, Inc. 400 S. Broadway Denver, CO 80209</b>	<b>ATTN:</b> Brandon Paxton <b>PHONE:</b> (303) 321-5888 <b>FAX:</b> (000) 000-0000 <b>E-MAIL:</b> bpaxton@uniqueprop.com
<b>TO: Transaction Coordinator</b>	<b>ATTN:</b> Wren Watson <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> wwatson@uniqueprop.com

Commitment Transmittal  
(Continued)

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<b>TO:</b>	<b>QuikTrip Corporation 12000 N. Washington St. Suite #175 Thornton, CO 80241</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Craig Romrell (000) 000-0000 (000) 000-0000 cromrell@quiktrip.com</b>
<b>TO:</b>	<b>QuikTrip Corporation 12000 N. Washington St. Suite #175 Thornton, CO 80241</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Legal Notice (000) 000-0000 (000) 000-0000 legalnotice@quiktrip.com</b>
<b>TO:</b>	<b>Fidelity National Title Insurance, NCS Div (DTC) 8055 E. Tufts Ave #900 Denver, CO 80237</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Teresa Hott (303) 291-9977 (303) 633-7720 teresa.hott@fnf.com</b>

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END OF TRANSMITTAL



# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Fidelity National 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, Fidelity National Title Insurance Company, a Florida (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.

## 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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.

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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 protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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.

- 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**

- 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 and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PROFORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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. This Commitment Condition 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**

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

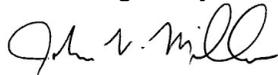
Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services  
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237  
Loan ID Number:  
Issuing Office File Number: 00501201-201-TH7-NB  
Property Address: 3640 and 3610 Chambers Road, Aurora, CO  
Revision Number:

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **October 6, 2023**
2. Policy to be issued:
  - (a) **ALTA Standard Owner's Policy (7-1-21)**  
Proposed Insured: **QuikTrip Corporation, an Oklahoma corporation**  
Proposed Amount of Insurance: **\$7,325,000.00**  
The estate or interest to be insured: **FEE SIMPLE**
  - (b) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured: **FEE SIMPLE**
  - (c) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, [vested in](#):  
  
Wheeling Service Center L.L.C., a Colorado limited liability company
5. The Land is described as follows:  
**See [Exhibit A](#) attached hereto and made a part hereof.**

Countersigned by:



John Miller  
Authorized Signature

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**SCHEDULE A**  
(Continued)

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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**SCHEDULE A**  
(Continued)

**PREMIUMS:**

Owners Policy	6,566.00
Deletions of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
Tax Certificate (2 @ \$18 each)	36.00
Chain of Title Guarantee	380.00

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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## EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED AURORA, IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

Lot 1, Block 1,  
Rollins Subdivision Filing No. 4,  
County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0182129214003

PARCEL 2:

A parcel of land located in the NW Quarter of Section 29, Township 3 South, Range 66 West of the 6<sup>th</sup> P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the NW corner of said Section 29;  
Thence Southerly along the West line of said Section 29 a distance of 471.00 feet;  
Thence on a deflection angle to the left of 90 Degrees 56 Minutes 00 Seconds and parallel with the North line of said Section 29 a distance of 40.00 feet to the Point of Beginning, said point lying on the East right of way line of Chambers Road;  
Thence continuing along the last described course a distance of 600.00 feet;  
Thence on a deflection angle to the right of 90 Degrees 56 Minutes 00 Seconds and parallel with the West line of said Section 29 a distance of 522.52 feet;  
Thence on a deflection angle to the right of 89 Degrees 05 Minutes 38 Seconds a distance of 600.00 feet to the point lying on the East right of way line of Chambers Road;  
Thence on a deflection angle to the right of 90 Degrees 54 Minutes 22 Seconds and along said right of way line a distance of 522.24 feet to the Point of Beginning,

EXCEPTING therefrom, any portion contained therein as conveyed to the City of Aurora in Deed recorded February 18, 1981 in [Book 2532 at Page 45](#), and

EXCEPT that portion conveyed to the City of Aurora in Deed recorded February 18, 1981 in [Book 2532 at Page 47](#), and

EXCEPT that portion conveyed to Rollins Leasing Corp. in Deed recorded May 1, 1989 in [Book 3559 at Page 440](#), and

EXCEPTING therefrom, any portion lying within Rollins Subdivision Filing No. 4 recorded March 29, 1999 at [Reception No. C0520870](#),

County of Adams,  
State of Colorado.

For Informational Purposes:

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**EXHIBIT A**  
(Continued)

Tax ID No.: 0182129200048

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## SCHEDULE B – PART I REQUIREMENTS

- 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. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Furnish for recordation a satisfaction or release of

Nature of Claim: City Lien  
Amount: \$400.75  
Claimant: City of Aurora Neighborhood Support Division  
Recording Date: January 4, 2022  
Recording No: [Reception No. 202200000226](#)

(Affects Parcel 2)

- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Wheeling Service Center L.L.C., a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to QuikTrip Corporation, an Oklahoma corporation.
- h. 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.

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

- i. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):                      Wheeling Service Center L.L.C., a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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.**

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**END OF SCHEDULE B – Part I**

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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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. 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.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. An undivided ½ interest of all minerals and mineral rights in, on and underlying the subject land reserved in Deed set forth below, and any and all assignments thereof or interests therein:

Recording Date: September 1, 1950  
Recording No.: [Book 402 at Page 224](#)

(Affects Parcel 1)

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**EXCEPTIONS**  
(Continued)

10. An undivided ½ interest of all minerals and mineral rights in, on and underlying the subject land reserved in Deed set forth below, and any and all assignments thereof or interests therein:
- Recording Date: February 26, 1954  
Recording No.: [Book 489 at Page 282](#)
- (Affects Parcel 1)
11. An undivided ½ interest of all minerals and mineral rights in, on and underlying the subject land reserved in Deed set forth below, and any and all assignments thereof or interests therein:
- Recording Date: May 5, 1956  
Recording No.: [Book 606 at Page 480](#)
- (Affects Parcel 1)
12. An undivided ½ interest of all minerals and mineral rights in, on and underlying the subject land reserved in Deed set forth below, and any and all assignments thereof or interests therein:
- Recording Date: May 21, 1956  
Recording No.: [Book 608 at Page 533](#)
- (Affects Parcel 1)
13. An undivided ½ interest of all minerals and mineral rights in, on and underlying the subject land reserved in Deed set forth below, and any and all assignments thereof or interests therein:
- Recording Date: September 1, 1963  
Recording No.: [Book 1098 at Page 535](#)
- (Affects Parcel 1)
14. An undivided ½ interest of all minerals and mineral rights in, on and underlying the subject land reserved in Deed set forth below, and any and all assignments thereof or interests therein:
- Recording Date: December 5, 1966  
Recording No.: [Book 1334 at Page 156](#)
- (Affects Parcel 1)
15. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: August 13, 1980  
Recording No.: [Book 2481 at Page 708](#)
- (Affects Parcel 1)

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**EXCEPTIONS**  
(Continued)

- 16. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, 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, and any and all amendments thereto, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 13, 1980  
 Recording No: [Book 2481 at Page 720](#)

(Affects Parcel 1)

- 17. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 80-84 relating to Zoning as set forth below:

Recording Date: September 5, 1980  
 Recording No.: [Book 2487 at Page 784](#)

(Affects Parcel 1)

- 18. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 80-83 relating to Annexation as set forth below:

Recording Date: September 18, 1980  
 Recording No.: [Book 2491 at Page 513](#)

Petition for Annexation:

Recording Date: June 6, 1980  
 Recording No.: [Book 2462 at Page 223](#)

And

Recording Date: September 18, 1980  
 Recording No.: [Book 2491 at Page 517](#)

And

Recording Date: November 21, 1980  
 Recording No.: [Book 2510 at Page 75](#)

Annexation Map in connection thereto:

Recording Date: September 18, 1980  
 Recording No.: [Reception No. B285730](#)

(Affects Parcel 1)

- 19. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 80-140 relating to Annexation as set forth below:

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**EXCEPTIONS**  
(Continued)

Recording Date: October 7, 1980  
Recording No.: [Book 2497 at Page 554](#)

Annexation Map in connection thereto:

Recording Date: November 21, 1980  
Recording No.: [Reception No. B296560](#)

(Affects Parcel 1)

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

Granted to: Public Service Company of Colorado  
Purpose: Utility lines and all fixtures and devices  
Recording Date: December 3, 1980  
Recording No.: [Book 2512 at Page 702](#)

(Affects Parcel 1)

21. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 80-141 relating to Zoning as set forth below:

Recording Date: December 30, 1980  
Recording No.: [Book 2519 at Page 682](#)

(Affects Parcel 1)

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

Recording Date: February 18, 1981  
Recording No.: [Book 2532 at Page 33](#)

(Affects Both Parcels)

23. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Planned Building Group as set forth below:

Recording Date: December 30, 1980  
Recording No.: [Book 2519 at Page 700](#)

And

Recording Date: June 29, 1981  
Recording No.: [Book 2566 at Page 332](#)

Rollins Truck Leasing Planned Building Group P.U.D.-322:

Recording Date: December 30, 1980  
Recording No.: [Reception No. B302270](#)

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**EXCEPTIONS**  
(Continued)

Rollins Truck Leasing Planned Building Group Amended P.U.D.-344:

Recording Date: June 29, 1981  
Recording No.: [Reception No. B330977](#)

Rollins Truck Leasing Use Approval and Site Plan Amendment:

Recording Date: March 21, 1996  
Recording No.: [Reception No. C0157576](#)

(Affects Parcel 1)

- 24. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, 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, and any and all amendments thereto, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 18, 1981  
Recording No.: [Book 2532 at Page 48](#)

(Affects Both Parcels)

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

Recording Date: February 18, 1981  
Recording No.: [Book 2532 at Page 50](#)

(Affects Parcel 1)

- 26. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, 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, and any and all amendments thereto, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 18, 1981  
Recording No.: [Book 2532 at Page 58](#)

(Affects Parcel 1)

- 27. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 81-2 relating to Zoning as set forth below:

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**EXCEPTIONS**  
(Continued)

Recording Date: March 13, 1981  
Recording No.: [Book 2538 at Page 111](#)

(Affects Parcel 2)

28. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 81-4 relating to Zoning as set forth below:

Recording Date: March 13, 1981  
Recording No.: [Book 2538 at Page 113](#)

(Affects Parcel 1)

29. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 81-1 relating to Annexation as set forth below:

Recording Date: March 13, 1981  
Recording No.: [Book 2538 at Page 115](#)

Petition for Annexation:

Recording Date: March 13, 1981  
Recording No.: [Book 2538 at Page 119](#)

Annexation Map in connection thereto:

Recording Date: March 13, 1981  
Recording No.: [Reception No. B313445](#)

(Affects Parcel 2)

30. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 81-3 relating to Annexation as set forth below:

Recording Date: March 13, 1981  
Recording No.: [Book 2538 at Page 124](#)

Petition for Annexation:

Recording Date: March 13, 1981  
Recording No.: [Book 2538 at Page 128](#)

Annexation Map in connection thereto:

Recording Date: March 13, 1981  
Recording No.: [Reception No. B313444](#)

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**EXCEPTIONS**  
(Continued)

(Affects Parcel 1)

31. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Plat of Rollins Subdivision Filing No. 1 as set forth below:

Recording Date: March 13, 1981  
Recording No.: [Reception No. B313443](#)

(Affects Parcel 1)

32. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Plat of Rollins Subdivision Filing No. 2 as set forth below:

Recording Date: July 24, 1981  
Recording No.: [Reception No. B335104](#)

(Affects Parcel 1)

33. Terms, conditions, provisions, agreements and obligations contained in the Revocable License as set forth below:

Recording Date: August 17, 1981  
Recording No.: [Book 2579 at Page 701](#)

(Affects Parcel 1)

34. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 86-210 creating Multiple-Purpose Improvement District No. 3-86 as set forth below:

Recording Date: April 7, 1987  
Recording No.: [Book 3298 at Page 515](#)

Ordinance No. 88-60 in connection thereto:

Recording Date: July 20, 1988  
Recording No.: [Book 3469 at Page 548](#)

(Affects Both Parcels)

35. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage and Utility Easement as set forth below:

Recording Date: March 1, 1988  
Recording No.: [Book 3420 at Page 881](#)

(Affects Parcel 1)

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**EXCEPTIONS**  
(Continued)

36. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:
- Recording Date: May 1, 1989  
Recording No.: [Book 3559 at Page 442](#)
- Easement Vacation in connection thereto:
- Recording Date: December 9, 1998  
Recording No.: [Book 5570 at Page 650](#)
- (Affects Both Parcels)
37. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement for Sidewalk Purposes as set forth below:
- Recording Date: March 22, 1996  
Recording No.: [Book 4708 at Page 162](#)
- (Affects Parcel 2)
38. Terms, conditions, provisions, agreements and obligations contained in the Revocable License as set forth below:
- Recording Date: March 22, 1996  
Recording No.: [Book 4708 at Page 176](#)
- (Affects Parcel 1)
39. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Plat of Rollins Subdivision Filing No. 3 as set forth below:
- Recording Date: April 16, 1996  
Recording No.: [Reception No. B165067](#)
- (Affects Parcel 1)
40. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Plat of Rollins Subdivision Filing No. 4 as set forth below:
- Recording Date: March 29, 1999  
Recording No.: [Reception No. B520870](#)
- (Affects Parcel 1)
41. Restrictions, terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed as set forth below:

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**EXCEPTIONS**  
(Continued)

Recording Date: November 17, 2004  
Recording No.: [Reception No. 20041117001166380](#)

(Affects Both Parcels)

42. Terms, conditions, provisions, agreements and obligations contained in the Revocable License as set forth below:

Recording Date: February 27, 2006  
Recording No.: [Reception No. 20060227000194560](#)

(Affects Both Parcels)

43. Terms, conditions, provisions, agreements and obligations contained in the Mountain States RV Site Plan as set forth below:

Recording Date: May 1, 2006  
Recording No.: [Reception No. 20060501000439010](#)

(Affects Both Parcels)

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

Recording Date: August 31, 2015  
Recording No.: [Reception No. 2015000072500](#)

(Affects Both Parcels)

45. Terms, conditions, provisions, agreements and obligations contained in the Stormwater Maintenance Agreement between the City of Aurora, acting by and through its Utility Enterprise and Chambers 3640 LLC as set forth below:

Recording Date: July 19, 2017  
Recording No.: [Reception No. 2017000062260](#)

(Affects Both Parcels)

46. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: March 19, 2018  
Recording No.: [Reception No. 2018000021918](#)

(Affects Both Parcels)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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.

**EXCEPTIONS**  
(Continued)

47. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: March 19, 2019  
Recording No: [Reception No. 2018000021919](#)

(Affects Both Parcels)

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**END OF SCHEDULE B – PART II**

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This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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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## 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 Fidelity National Title Insurance Co., 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 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 unfiled 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, 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, 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.

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## 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

Effective January 1, 2023

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); 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 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 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 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 others’ products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose 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 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 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](mailto: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 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 privacy rights, please email [privacy@fnf.com](mailto: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](mailto:privacy@fnf.com), or by mail to:

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