

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E. Tufts Ave, #900
Denver, CO 80237
Phone: (303) 291-9977

DATE: July 29, 2024

FILE NUMBER: 100-00504476-201-7N7

PROPERTY ADDRESS: KS-156 - Vacant Land 56th and Piccadilly, Denver, CO 80249

BUYER/BORROWER: Dillon Companies, LLC, a Kansas limited liability company

OWNER(S): Green Valley Aurora LLC, a Colorado limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: 0182113200004 / R0194217; R0216414; R0216415; R0216416; R0216417; R0216418

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.

TO: Escrow Officer	ATTN: Chandra Nay PHONE: (303) 692-6787 FAX: (303) 628-1644 E-MAIL: cnay@fnf.com
Escrow Assistant	ATTN: Sarah Ratliff PHONE: (303) 244-9197 E-MAIL: Sarah.Ratliff@fnf.com
Title Officer	ATTN: Eric Stearns PHONE: (303) 692-6778 E-MAIL: estearns@fnf.com
Sales Executive	ATTN: Erin Kelley E-MAIL: Erin.Kelley@fnf.com
TO: The Kroger Co. 1014 Vine St. Cincinnati, OH 45202	ATTN: David E. Barnes PHONE: (513) 762-4130 FAX: (513) 762-1549 E-MAIL: david.barnes@kroger.com
TO: The Kroger Co. 1014 Vine St. Cincinnati, OH 45202	ATTN: Jennifer Gothard PHONE: (513) 762-1384 FAX: (000) 000-0000 E-MAIL: jennifer.gothard@kroger.com
TO: Galloway 5500 Greenwood Plaza Boulevard Suite 200 Greenwood Village, CO 80111	ATTN: Nate Abbott PHONE: (303) 770-8884 FAX: E-MAIL: nathanabbott@gallowayus.com
TO: The Kroger Co. 65 Tejon St. Denver, CO 80223	ATTN: Rebecca M Mullenix PHONE: FAX: E-MAIL: rebecca.mullenix@kroger.com

Commitment Transmittal
(Continued)

TO:	The Kroger Co. 65 Tejon St. Denver, CO 80223	ATTN: PHONE: FAX: E-MAIL:	Lowell Good lowell.good@kingsoopers.com
TO:	Galloway 5500 Greenwood Plaza Blvd. Ste. 200 Greenwood Village, CO 80111	ATTN: PHONE: FAX: E-MAIL:	Carl Schmidtlein carlschmidtlein@gallowayUS.com
TO:	The Kroger Co. 1014 Vine St. Cincinnati, OH 45202	ATTN: PHONE: FAX: E-MAIL:	Jose Cervantes (513) 762-4861 (000) 000-0000 jose.cervantes@kroger.com
TO:	Galloway 5500 Greenwood Plaza Blvd. Ste. 200 Greenwood Village, CO 80111	ATTN: PHONE: FAX: E-MAIL:	Brandon McCrary brandonmccrary@gallowayus.com
TO:	The Kroger Co. 65 Tejon St. Denver, CO 80223	ATTN: PHONE: FAX: E-MAIL:	Nick Tompkins (303) 778-2052 (000) 000-0000 nicholas.tompkins@kroger.com
TO:	Fidelity National Title Insurance, NCS Div (DTC) 8055 E. Tufts Ave #900 Denver, CO 80237	ATTN: PHONE: FAX: E-MAIL:	Chandra Nay (303) 291-9977 (303) 633-7720 cnay@fnf.com

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.

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- 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.

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- 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: 00504476-201-7N7-ES
Property Address: KS-156 - Vacant Land 56th and Piccadilly, Denver, CO 80249
Revision Number:

SCHEDULE A

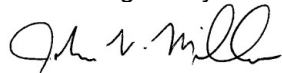
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **July 24, 2024**
2. Policy to be issued:
 - (a) **ALTA Standard Owner's Policy (7-1-21)**
Proposed Insured: **Dillon Companies, LLC, a Kansas limited liability company**
Proposed Amount of Insurance: **\$100,000.00**
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:

Green Valley Aurora LLC, a Colorado limited liability company

NOTE: See Schedule B-I herein for requirements
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)

Page 2

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SCHEDULE A
(Continued)**PREMIUMS:**

Owners Policy	629.00
Deletions of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
Tax Certificate (6 @ \$18 each)	108.00

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

Page 3

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EXHIBIT A LEGAL DESCRIPTION

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

An as yet to be described portion of:

The Northwest Quarter of Section 13, Township 3 South, Range 66 West of the 6th P.M.,
EXCEPT that portion of the property conveyed in the Deeds recorded June 28, 1985 in [Book 3019 at Page 266](#)
and October 31, 2002 at [Reception No. C1046245](#),
AND EXCEPT that portion conveyed to Green Valley Ranch East Metropolitan District No. 1, in Deed recorded
January 17, 2006 at [Reception No. 20060117000055880](#),
AND EXCEPT that portion conveyed to the City of Aurora, Colorado in Deed recorded November 16, 2023 at
[Reception No. 2023000064344](#),
AND EXCEPT any portion of the subject property thereof lying within Picadilly Road and East 56th Avenue,

County of Adams,
State of Colorado.

For Informational Purposes:

Tax ID No.: 0182113200004 / R0194217
R0216414
R0216415
R0216416
R0216417
R0216418

NOTE: THE ABOVE LEGAL DESCRIPTION IS SUBJECT TO CHANGE UPON RECEIPT AND REVIEW OF A SURVEY.

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

Page 4

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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 deed as set forth below:

Grantor(s): Green Valley Aurora LLC, a Colorado limited liability company
 Grantee(s): Clayton Properties Group, Inc., a Tennessee corporation
- e. Furnish to the company a release of the Transfer Fee as disclosed in the Declaration of Covenants, Conditions and Restrictions set forth below:

Recording Date: May 19, 2011
 Recording No.: [Reception No. 2011000032159](#)
- f. Furnish to the company a release of the Notice of Repayment Fee Lien set forth below:

Recording Date: July 29, 2020
 Recording No.: [Reception No. 2020000072353](#)
- g. Furnish for recordation a satisfaction or release of

Nature of Claim: Notice of Assessment and Lien
 Amount: \$1,059.00
 Claimant: City of Aurora
 Recording Date: January 21, 2021
 Recording No.: [Reception No. 2021000007390](#)
- h. 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: Green Valley Aurora LLC, 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

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SCHEDULE B

PART I – REQUIREMENTS

(Continued)

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

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

Name of Corporation: Clayton Properties Group, Inc., a Tennessee corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) ~~Recordation of a Statement of Authority~~ **See Below**

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

Statement of Authority for Clayton Properties Group, Inc., a Tennessee corporation recorded September 25, 2023 at [Reception No. 2023000054407](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Mike Rutherford, President, et al.

- j. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- k. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to Dillon Companies, LLC, a Kansas limited liability company.
- l. 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.
- m. 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): Green Valley Aurora LLC, a Colorado limited liability company and Clayton Properties Group, Inc., a Tennessee corporation

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

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

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

Note: This requirement is necessary to provide an insurable legal description for the property to be insured. The Company reserves the right to make such further requirements and/or exceptions it deems necessary upon being provided said description, and to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

Note: When the above requirement is met, the legal description shown as Item No. 5 of Schedule A will be amended.

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

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

END OF SCHEDULE B – Part I

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

Page 7

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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 1/16th overriding oil royalty without any right to explore or drill reserved by William J. Welsh in Deed set forth below, and any and all assignments thereof or interests therein:

Recording Date: March 18, 1959
Recording No.: [Book 766 at Page 365](#)

Deed of Distribution in connection thereto:

Recording Date: December 23, 1982

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EXCEPTIONS

(Continued)

Recording No.: [Book 2704 at Page 711](#)

Personal Representative's Mineral Deed in connection thereto:

Recording Date: May 9, 2024
Recording No.: [Reception No. 2024000024786](#)

10. Terms, conditions, provisions, agreements and obligations contained in the School Site Agreement (Green Valley Ranch East) as set forth below:

Recording Date: April 10, 1986
Recording No.: [Book 3130 at Page 331](#)

11. Terms, conditions, provisions, agreements and obligations contained in the Green Valley Ranch East General Development Plan as set forth below:

Recording Date: April 15, 1986
Recording No.: [Reception No. B642395](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 85-188 relating to Annexation as set forth below:

Recording Date: April 15, 1986
Recording No.: [Book 3132 at Page 642](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Findings of Fact, Conclusions of Law, Judgment and Decree relating to Water Rights as set forth below:

Recording Date: May 14, 1987
Recording No.: [Book 3317 at Page 270](#)

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

Recording Date: May 8, 1991
Recording No.: [Book 3775 at Page 908](#)

15. Any taxes or assessments by reason of the inclusion of the Land in the E-470 Public Highway Authority, as evidenced by instrument set forth below:

Recording Date: December 19, 1995
Recording No.: [Book 4646 at Page 979](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2000-101 relating to Rezoning as set forth below:

Recording Date: October 23, 2000

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EXCEPTIONS

(Continued)

Recording No.: [Book 6297 at Page 599](#)

17. Mineral rights as conveyed by Bargain and Sale Deed set forth below, and any and all assignments thereof or interests therein:

Recording Date: December 28, 2006
Recording No.: [Reception No. 2006001013318](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Green Valley Development Agreement as set forth below:

Recording Date: March 6, 2009
Recording No.: [Reception No. 2009000016224](#)

Assignment and Assumption of Development Agreement:

Recording Date: December 16, 2019
Recording No.: [Reception No. 2019000109731](#)

Amended and Restated Public Improvement Funding Agreement as set forth below:

Recording Date: August 8, 2023
Recording No.: [Reception No. 2023000045257](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Basin-Wide Drainage Construction and Cost Reimbursement Agreement as set forth below:

Recording Date: March 16, 2009
Recording No.: [Reception No. 2009000018359](#)

20. Covenants, conditions, restrictions and fees 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: May 19, 2011
Recording No.: [Reception No. 2011000032159](#)

Notice of Inclusion:

Recording Date: September 23, 2011
Recording No.: [Reception No. 2011000061478](#)

Notice of Transfer Fee:

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EXCEPTIONS

(Continued)

Recording Date: September 23, 2011
Recording No.: [Reception No. 2011000061484](#)

Partial Assignment of Declarant Rights:

Recording Date: February 23, 2018
Recording No.: [Reception No. 2018000015450](#)

21. 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: November 14, 2011
Recording No.: [Reception No. 2011000074689](#)
Re-Recording Date: February 16, 2012
Re-Recording No.: [Reception No. 2012000011473](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Surface Use and Damage Agreement as set forth below:

Recording Date: November 14, 2011
Recording No.: [Reception No. 2011000074695](#)

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

Recording Date: October 17, 2018
Recording No.: [Reception No. 2018000084257](#)

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

Recording Date: April 15, 2020
Recording No.: [Reception No. 2020000034688](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Notice of Repayment Fee Lien as set forth below:

Recording Date: July 29, 2020
Recording No.: [Reception No. 2020000072353](#)

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

Recording Date: July 29, 2020
Recording No.: [Reception No. 2020000072354](#)

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EXCEPTIONS
(Continued)

27. Terms, conditions, provisions, agreements, easements and obligations contained in the Streetlight Easement as set forth below:

Recording Date: November 16, 2023
Recording No.: [Reception No. 2023000064194](#)

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

Recording Date: February 23, 2024
Recording No.: [Reception No. 2024000009219](#)

END OF SCHEDULE B – PART II

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.

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.

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 July 1, 2024

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

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

When Information Is Disclosed

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

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

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

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

Security of Your Information

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

Choices With Your Information

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

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

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

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

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

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

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

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

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

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

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

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent to this Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

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

Fidelity National Financial, Inc.
601 Riverside Avenue

Jacksonville, Florida 32204
Attn: Chief Privacy Officer