



DATE: June 25, 2021
FILE NUMBER: 100-N0018158-020-SB1, Amendment No. 2
PROPERTY ADDRESS: Parker & Pine Lot 4, Parker, CO
BUYER/BORROWER: Upper Image Services, LLC, an Arizona limited liability company
OWNER(S): EVT Parker Colorado, L.L.C., an Arizona limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R01610610 / 2233-103-10-018

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Revision 2 update delete exceptions 28, 32, and 40 through 50 added exceptions 51 and 52

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: Sonya Bailey PHONE: (303) 889-8081 FAX: (303) 628-1671 E-MAIL: sonya.bailey@fnf.com
Escrow Assistant	ATTN: Anna Young PHONE: (303) 942-2207 E-MAIL: anna.young1@fnf.com
Title Officer	ATTN: Doug Smith PHONE: (303) 291-9991 E-MAIL: doug.smith1@fnf.com
Sales Executive	ATTN: John Ellis E-MAIL: jfellis@fnf.com
TO: Upper Image Services, LLC, an Arizona limited liability company 7291 East Adobe Drive, Suite 115 Scottsdale, AZ 85255	ATTN: Richard Karle PHONE: (480) 444-8060 FAX: E-MAIL: Richard@upperimage.net
TO: Eisenberg Company 2710 E. Camelback Rd. Suite 210 Phoenix, AZ 85016	ATTN: Ryan Amato PHONE: (602) 468-6108 FAX: (000) 000-0000 E-MAIL: ryan@ramatopc.com
TO: Clark Hill	ATTN: Andrew Busching PHONE: FAX: E-MAIL: abusching@clarkhill.com
TO: Eisenberg Company	ATTN: Polly Maloich PHONE: (602) 468-6100 FAX: E-MAIL: polly@eisenbergcompany.com

TO:	Eisenberg Company 2390 E. Camelback Rd. Suite 303 Phoenix, AZ 85016	ATTN:	Jason Eisenberg
		PHONE:	(602) 468-6108
		FAX:	(000) 000-0000
		E-MAIL:	jason@eisenbergcompany.com

TO:	Law Office of Dave Cisiewski, PLLC	ATTN:	Dave Cisiewski
		PHONE:	(602) 953-8729
		FAX:	
		E-MAIL:	dave@dclawaz.com

TO:	Eisenberg Company 2390 E. Camelback Rd. Suite 303 Phoenix, AZ 85016	ATTN:	Polly Maloich
		PHONE:	(602) 468-6108
		FAX:	(000) 000-0000
		E-MAIL:	polly@eisenbergcompany.com

TO:	Dave Cisiewski	ATTN:	Dave Cisiewski
		PHONE:	
		FAX:	
		E-MAIL:	dave@dclawaz.com

TO:	National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN:	Sonya Bailey
		PHONE:	(303) 291-9977
		FAX:	(303) 633-7720
		E-MAIL:	sonya.bailey@fnf.com

END OF TRANSMITTAL

Fidelity National Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: 100-N0018158-020-SB1, Amendment No. 2

1. Effective Date: June 17, 2021 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 Upper Image Services, LLC, an Arizona limited liability company	\$1,525,009.00
(b) None	\$0.00

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

A Fee Simple

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

[EVT Parker Colorado, L.L.C., an Arizona limited liability company](#)

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

See Attached Legal Description

(for informational purposes only) Parker & Pine Lot 4, Parker, CO

PREMIUMS:

Owners Policy	1,874.00
Deletion 1 - 4	75.00
Tax Certificate	18.00

Attached Legal Description

Lot 4,
[Parker and Pine filing No. 1](#),
County of Douglas, State of Colorado.

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. R0610610 / 2233-103-10-018

**SCHEDULE B – Section 1
Requirements**

The following requirements must be met:

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

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

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

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

- e. Copy of Operating Agreement, Certificate of Good Standing and recordation of Statement of Authority for Upper Image Services, LLC, an Arizona limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- f. Copy of Operating Agreement, Certificate of Good Standing and recordation of Statement of Authority for EVT Parker Colorado, L.L.C., an Arizona limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- g. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- 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.
- i. Execution of the Company's Lien Affidavit by the Buyer and Seller. In the event that the Lien Affidavit discloses the existence of new construction on the Land within the past six (6) months or plans for the commencement of new construction, additional requirements may be made or Standard Exception No. 4 will not be deleted from the final policy(ies) to be issued hereunder.

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

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

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

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

END OF REQUIREMENTS

SCHEDULE B – Section 2
Exceptions

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

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

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

Granted to: The Mountain States Telephone & Telegraph Co.
Recording Date: July 31, 1911
Recording No.: [Book 39 at Page 547](#)

10. Any interest in all oil, gas and other mineral rights as reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Recording Date: January 3, 1953
Recording No.: [Book 108 at Page 164](#)

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

Granted to: Parker Water and Sanitation District
Purpose: Sanitary Sewer Pipe Line
Recording Date: March 13, 1973
Recording No.: [Book 243 Page 418](#)

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

Granted to: Parker Water and Sanitation District
Purpose: Sanitary Sewer Pipe Line
Recording Date: March 15, 1973
Recording No.: [Book 243 Page 521](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Parker Water and Sanitation District Real Property Inclusion Agreement as set forth below:

Recording Date: November 2, 1984
Recording No.: [Book 546 Page 540](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Findings, Judgment and Decree as set forth below:

Recording Date: May 13, 1987
Recording No.: [Book 720 at Page 690](#)

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

Recording Date: August 4, 1987
Recording No.: [Book 738 at Page 609](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Findings, Judgment and Decree as set forth below:

Recording Date: April 8, 1988
Recording No.: [Book 785 at Page 575](#)

17. The effect of the inclusion of the subject property in the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No.: [Book 790 at Page 718](#)

18. The effect of the inclusion of the subject property in the E-470 Public Highway Authority as set forth below:

Recording Date: May 12, 1988
Recording No.: [Book 792 at Page 3](#)

19. The effect of the inclusion of the subject property in the Parker Water and Sanitation District as set forth below:

Recording Date: February 3, 1993
Recording No.: [Book 1109 at Page 1424](#)

20. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.91 Series of 1994 as set forth below:

Recording Date: February 11, 1994
Recording No.: [Book 1180 at Page 852](#)

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

Recording Date: September 6, 2001
Recording No.: [Book 2124 at Page 522](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.193, Series of 2002 as set forth below:

Recording Date: April 5, 2002
Recording No.: [Book 2304 at Page 1651](#)

23. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the Park Auto Plaza – Development Plan as set forth below:

Recording Date: April 5, 2002
Recording No.: [Reception No. 2033560](#)
and
Recording Date: March 19, 2004
Recording No.: [Reception No. 2004027563](#)
and
Recording Date: April 27, 2009
Recording No.: [Reception No. 2009030059](#)

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

Recording Date: October 31, 2002
Recording No.: [Reception No. 2002115436](#)

Notice of Extension of Impact Area Agreement:
Recording Date: September 10, 2009
Recording No.: [Reception No. 2009071747](#)

Extension Fee Assignment Agreement:
Recording Date: May 12, 2016
Recording No.: [Reception No. 2016029488](#)

Amended and Restated Construction Charges and Extension Fee Assignment Agreement:

Recording Date: May 12, 2016
Recording No.: [Reception No. 2016029489](#)

Second Amendment to Impact Area Agreement and Second Notice of Extension:

Recording Date: August 25, 2016
Recording No.: [Reception No. 2016057577](#)

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

Granted to: Parker Water and Sanitation District
Purpose: Water and Sanitary Sewer Facilities
Recording Date: February 11, 2003
Recording No.: [Reception No. 2003018240](#)

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

Granted to: Parker Water and Sanitation District
Purpose: Water and Sanitary Sewer Facilities
Recording Date: February 11, 2003
Recording No.: [Reception No. 2003018241](#)

- 27. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.193.1 Series of 2004 as set forth below:

Recording Date: March 19, 2004
Recording No.: [Reception No. 2004027562](#)

Ordinance No. 3.193.2, Series of 2007:
Recording Date: May 10, 2007
Recording No.: [Reception No. 2007038425](#)

- 28. Intentionally Deleted

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

~~Granted to: Town of Parker
Purpose: Slope Easement
Recording Date: April 7, 2004
Recording No.: [Reception No. 2004034894](#)~~

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

Granted to: Town of Parker, Colorado
Purpose: Drainage Easement
Recording Date: April 7, 2004



Recording No.: [Reception No. 2004034896](#)

30. The effect of the inclusion of the subject property in the Parker Automotive Metropolitan District as set forth below:

Recording Date: June 28, 2004
Recording No.: [Reception No. 2004066836](#)

31. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Parker Auto Plaza Filing No. 1 as set forth below:

Recording Date: November 4, 2004
Recording No.: [Reception No. 2004113377](#)

Affidavit of Plat Correction:
Recording Date: April 16, 2007
Recording No.: [Reception No. 2007029974](#)

32. Intentionally Deleted

~~Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement Parker Auto Plaza Filing No. 1 as set forth below:~~

~~Recording Date: November 4, 2004
Recording No.: [Reception No. 25004113378](#)~~

~~First Amendment to Parker Auto Plaza Filing No. 1 Subdivision Agreement:
Recording Date: February 27, 2006
Recording No.: [Reception No. 2006016153](#)~~

33. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: April 11, 2005
Recording No.: [Reception No. 2005031189](#)

Limited Amendment to the Declaration of Covenants, Conditions and Restrictions for Parker Auto Plaza:

Recording Date: August 12, 2014
Recording No.: [Reception No. 2014045411](#)

34. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.187, Series of 2007 as set forth below:

Recording Date: May 10, 2007
Recording No.: [Reception No. 2007038423](#)

Enclave 3 – 2006 – Parker Auto Plaza Annexation to the Town of Parker:

Recording Date: May 10, 2007

Recording No.: [Reception No. 2007038424](#)

Ordinance No. 2.187, Series of 2007:

Recording Date: May 11, 2007

Recording No.: [Reception No. 2007038637](#)

35. Terms, conditions, provisions, agreements and obligations contained in the Parker and Pine Planned Development as set forth below:

Recording Date: July 9, 2020

Recording No.: [Reception No. 2020059998](#)

36. Terms, conditions, provisions, agreements and obligations contained in the Amended Ordinance No. 3.193, Series of 2002 as set forth below

Recording Date: July 9, 2020

Recording No.: [Reception No. 2020059996](#)

37. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.355, Series of 2020 as set forth below

Recording Date: July 9, 2020

Recording No.: [Reception No. 2020059997](#)

38. Easement, notes, terms, conditions, provisions, agreements and obligations contained on the Plat of Parker and Pine Filing No. 1 as set forth below:

Recording Date: July 9, 2020

Recording No.: [Reception No. 2020059999](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement for Parker and Pine Minor Development Filing 1 as set forth below:

Recording Date: July 9, 2020

Recording No.: [Reception No. 2020060000](#)

First Amendment to Subdivision Agreement Parker and Pine Minor Development filing No. 1 as set forth below:

Recording Date: October 7, 2020

Recording No.: [Reception No. 2020096993](#)

40. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District~~
~~Purpose: Water and Sewer pipeline~~
~~Recording Date: October 7, 2020~~
~~Recording No.: [Reception No. 2020097032](#)~~

41. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District~~
~~Purpose: Water and Sewer pipeline~~
~~Recording Date: October 7, 2020~~
~~Recording No.: [Reception No. 2020097033](#)~~

42. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District~~
~~Purpose: Water and Sewer pipeline~~
~~Recording Date: October 7, 2020~~
~~Recording No.: [Reception No. 2020097034](#)~~

43. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District~~
~~Purpose: Water and Sewer pipeline~~
~~Recording Date: October 7, 2020~~
~~Recording No.: [Reception No. 2020097035](#)~~

44. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District~~
~~Purpose: Water and Sewer pipeline~~
~~Recording Date: October 7, 2020~~
~~Recording No.: [Reception No. 2020097036](#)~~

45. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District
Purpose: Water and Sewer pipeline
Recording Date: October 7, 2020
Recording No.: [Reception No. 2020097037](#)~~

46. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District
Purpose: Fire Hydrants
Recording Date: October 7, 2020
Recording No.: [Reception No. 2020097038](#)~~

47. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District
Purpose: Fire Hydrants
Recording Date: October 7, 2020
Recording No.: [Reception No. 2020097039](#)~~

48. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District
Purpose: Fire Hydrants
Recording Date: October 7, 2020
Recording No.: [Reception No. 2020097040](#)~~

49. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District
Purpose: Fire Hydrants
Recording Date: October 7, 2020
Recording No.: [Reception No. 2020097041](#)~~

50. Intentionally Deleted

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

~~Granted to: Parker Water and Sanitation District~~
~~Purpose: Fire Hydrants~~
~~Recording Date: October 7, 2020~~
~~Recording No.: [Reception No. 2020097042](#)~~

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

Granted to: Parker Water and Sanitation District
Purpose: Fire Hydrants
Recording Date: October 7, 2020
Recording No.: [Reception No. 2020097043](#)

52. Terms, conditions, provisions, agreements and obligations contained in the Parker and Pine Mixed Use Development Planned Development Guide as set forth below:

Recording Date: July 13, 2020
Recording No.: [Reception No. 2020060987](#)

END OF EXCEPTIONS



Fidelity National Title[®] Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

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

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

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

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

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

Countersigned by:

John Miller
Authorized Signature



By:

Randy Quirk
President

ATTEST

Marjorie Nemzura
Corporate Secretary

CONDITIONS

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

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

Wire Fraud Alert

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

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

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

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

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

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

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

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Effective January 1, 2020

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

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

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

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

For Oregon Residents: We will not share your Personal Information 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.

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; Use of Comments or Feedback

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. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

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

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