



Chicago Title • Commonwealth Land Title Company • Fidelity National Title • Heritage Title Company

8055 E Tufts Ave, #300
Denver, CO 80237
Phone: (303) 291-9977

DATE: October 18, 2018
FILE NUMBER: 100-N0018485-020-JY, Amendment No. 2
PROPERTY ADDRESS: 15602 East Alameda Parkway, Aurora, CO
BUYER/BORROWER: Providence Heights, LLLP, a Colorado limited liability limited partnership
OWNER(S): Elevation Christian Church, a Colorado non-profit corporation
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 1975-17-2-11-001

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: Jennifer York PHONE: (303) 692-6788 FAX: (303) 633-7720 E-MAIL: jyork@fnf.com
Escrow Assistant	ATTN: Deb Evans PHONE: (303) 692-6789 E-MAIL:
Title Officer	ATTN: Shawn Cardin PHONE: (303) 692-6771 E-MAIL: scardin@fnf.com
Sales Executive	ATTN: Stephen Boyka E-MAIL: sboyka@fnf.com
TO: Providence Heights, LLLP, a Colorado limited liability limited partnership 9722 E. 16th Avenue Aurora, CO 80010	ATTN: Hassan Latif PHONE: (303) 537-5838 FAX: E-MAIL: hassanbjchi@hotmail.com
TO: UMB Bank	ATTN: David Walters PHONE: FAX: E-MAIL: david.walters@umb.com
TO: Winthrop and Weinstine 225 S. 6th St. Suite 3500 Minneapolis, MN 55402	ATTN: Jon Peterson PHONE: (612) 604-6400 FAX: (000) 000-0000 E-MAIL: jpeterson@winthrop.com
TO: Squire Patton Boggs - Counsel for NEF 30 Rockefeller Plaza New York, NY 10112	ATTN: Jenny S Vaughn PHONE: FAX: E-MAIL: jenny.vaughn@squirepb.com
TO: BlueLine Development Company 1004 South Avenue West Missoula, MT 59801	ATTN: Kelly Gill PHONE: (406) 214-2052 FAX: (000) 000-0000 E-MAIL: kelly@bluelinedevelopment.com

**Commitment Transmittal
(Continued)**

TO: BlueLine Development Company 1004 South Avenue West Missoula, MT 59801	ATTN: PHONE: FAX: E-MAIL:	Christian Pritchett (406) 214-2052 (000) 000-0000 christian@bluelinedevelopment.com
TO: BlueLine Development	ATTN: PHONE: FAX: E-MAIL:	Nate Shepard nshepard@bluelinedevelopment.com
TO: Nef --Syndicator	ATTN: PHONE: FAX: E-MAIL:	Susan Asam sasam@nefinc.org
TO: Lebeau Development -Consultant to owner	ATTN: PHONE: FAX: E-MAIL:	Katie Syoms katie.symons@gmail.com
TO: Second Chance Center	ATTN: PHONE: FAX: E-MAIL:	Sandy Maynard sandy.scc13@gmail.com
TO: Second Chance Center	ATTN: PHONE: FAX: E-MAIL:	Sean Taylor customtaylored@hotmail.com
TO: Holland and Hart LLP Lender's counsel 1800 Broadway Boulder, CO 80302	ATTN: PHONE: FAX: E-MAIL:	Lisa Prodanovich (303) 473-2729 (000) 000-0000 LMProdanovich@hollandhart.com
TO: Holland and Hart LLP Lender's Counsel 1800 Broadway Boulder, CO 80302	ATTN: PHONE: FAX: E-MAIL:	Jeremy Syz (303) 473-2729 (000) 000-0000 jpsyz@hollandhart.com
TO: Holland and Hart LLP- Lender's Counsel 1800 Broadway Boulder, CO 80302	ATTN: PHONE: FAX: E-MAIL:	Kylie Crandall (303) 473-2729 (000) 000-0000 KJCrandall@hollandhart.com
TO: Lebeau Development - Consultant to owner	ATTN: PHONE: FAX: E-MAIL:	Zoe LeBeau zoe@lebeaudevelopment.com
TO: Winthrop Counsel for owner	ATTN: PHONE: FAX: E-MAIL:	Neil Mahoney nmahoney@winthrop.com
TO: Nef - Syndicator	ATTN: PHONE: FAX: E-MAIL:	Neal Drumm ndrumm@nefinc.org
TO: Wheeler Advisory Group	ATTN: PHONE: FAX: E-MAIL:	Leanne Wheeler leanne@wheeleradvisorygroup.org
TO: BlueLine Development Company 1004 South Avenue West Missoula, MT 59801	ATTN: PHONE: FAX: E-MAIL:	Oriana Riana (406) 214-2052 (000) 000-0000 oriana@bluelinedevelopment.com

**Commitment Transmittal
(Continued)**

TO: Second Chance Center	ATTN: Mary Lewis
	PHONE:
	FAX:
	E-MAIL: Marywlewis57@yahoo.com

TO: Nef--Syndicator	ATTN: Christopher Mckenzie
	PHONE:
	FAX:
	E-MAIL: cmckenzie@nefinc.org

TO: Madison	ATTN: J Madison
	PHONE:
	FAX:
	E-MAIL: jrlmadison@comcast.net

TO: Sandy Maynard	ATTN: Sandy Maynard
	PHONE:
	FAX:
	E-MAIL: sandy.scc13@gmail.com

TO: Katie Symons	ATTN:
	PHONE:
	FAX:
	E-MAIL: katie.symons@gmail.com

TO: National Commercial Services Main	ATTN: Jennifer York
8055 E Tufts Ave	PHONE: (303) 291-9977
#300	FAX: (303) 633-7720
Denver, CO 80237	E-MAIL: jyork@fnf.com

END OF TRANSMITTAL

Commonwealth Land Title Insurance Company COMMITMENT

SCHEDULE A

Commitment No: 100-N0018485-020-JY, Amendment No. 2

1. Effective Date: October 9, 2018 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 Providence Heights, LLLP, a Colorado limited liability limited partnership	\$14,211,872.00
(b) ALTA Loan Policy 6-17-06 UMB Bank	\$9,510,000.00
(c) ALTA Loan Policy 6-17-06 Colorado Housing and Finance Authority	\$1,510,000.00
(d) ALTA Loan Policy 6-17-06 Colorado Department of Local Affairs	\$750,000.00
(e) ALTA Loan Policy 6-17-06 Column Financial	\$750,000.00

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:

[Elevation Christian Church, a Colorado non-profit corporation](#)

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

[See Attached Legal Description](#)

(for informational purposes only) 15602 East Alameda Parkway, Aurora, CO

PREMIUMS:

Owners Policy	11,231.00
Delete 1-3	75.00
ALTA 17.1 (OP)	500.00
ALTA 9.8 (OP)	2,000.00
ALTA 8.2 (OP)	1,000.00
Fairway (OP)	500.00
Maximum Loss (OP)	100.00
Non-Imputation (OP)	2,000.00
ALTA 25 (OP)	1,000.00
ALTA 18 (OP)	250.00
ALTA 26 (OP)	250.00
ALTA 17.2 (OP)	500.00
Delete Arbitration (OP)	0.00
ALTA 3.2 (OP)	2,000.00
ALTA 39 (OP)	0.00
Loan Policy 1	300.00
ALTA 8.2 (LP)	100.00
ALTA 9.7 (LP)	100.00
ALTA 17.1 (LP)	100.00
Delete Arbitration (LP)	0.00
ALTA 35.3 (LP)	1,622.00
ALTA 14 (LP)	100.00
ALTA 17.2 (LP)	100.00
Form 122 (LP)	0.00
Loan Policy 2	300.00
Loan Policy 3	300.00
Loan Policy 4	300.00
Tax Certificate	18.00

Attached Legal Description

That portion of Lot 1, Block 1, Aurora Alliance Subdivision Filing No. 1, recorded at Reception Number 2008058 of the records of the Arapahoe County Clerk and Recorder, in the Northwest Quarter of Section 17, Township 4 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, Arapahoe County, Colorado, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Lot 1 and considering the North line of said Lot 1 to bear South $73^{\circ}17'45''$ East with all bearings contained herein relative thereto;

Thence along the Easterly line of said Lot 1, North $16^{\circ}42'15''$ East, a distance of 218.96 feet;

Thence departing said Easterly line, North $73^{\circ}17'45''$ West, a distance of 53.17 feet;

Thence South $41^{\circ}42'15''$ West, a distance of 80.42 feet;

Thence North $73^{\circ}17'45''$ West, a distance of 170.80 feet;

Thence North $16^{\circ}42'15''$ East, a distance of 2.98 feet;

Thence North $73^{\circ}17'45''$ West, a distance of 136.45 feet to the Westerly line of said Lot 1;

Thence along the Westerly and Southerly line of said Lot 1, the following Two(2) courses:

1. Thence along a non-tangent curve to the left having a central angle of $05^{\circ}17'39''$, a radius of 1962.24 feet, an arc length of 181.31 feet, and a chord that bears South $05^{\circ}51'20''$ West, a distance of 181.25 feet to the Southwest corner of said Lot 1;
2. Thence along the South line of said Lot 1, South $77^{\circ}53'27''$ West, a distance of 361.45 feet to the **POINT OF BEGINNING**.

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.

- d. Furnish for recordation a deed as set forth below:

Grantor(s): Elevation Christian Church, a Colorado non-profit corporation
Grantee(s): Providence Heights, LLLP, a Colorado limited liability limited partnership

- e. Furnish for recordation a full release of deed of trust:

Amount: \$1,950,000.00
Trustor/Grantor: Elevation Christian Church, a Colorado non-profit corporation
Trustee: Public Trustee of Arapahoe County
Beneficiary: The Solomon Foundation, a Colorado non-profit corporation
Recording Date: January 19, 2017
Recording No: [Reception No. D7006759](#)

Subordination, Consent, Non-Disturbance and Attornment Agreement:

Recording Date: January 19, 2017
Recording No.: [Reception No. D7006983](#)

- f. Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Commonwealth Land Title Insurance Company and NCS Colorado, a division of Fidelity National Title.

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

- g. Intentionally deleted.
- h. Execution of the Company's Lien Affidavit by the Borrower(s).
- i. Furnish to the Company a Certificate of Good Standing and a certified copy of Resolution of governing board of Elevation Christian Church, a Colorado non-profit corporation, authorizing the execution of necessary documents and stating who is authorized to sign said documents. Said Resolution must be properly certified by an Officer of the corporation with Corporate Seal affixed.
- j. Recordation of Statement of Authority for Elevation Christian Church, a Colorado non-profit corporation pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

- k. Copy of Partnership Agreement, Certificate of Good Standing and recordation of Statement of Authority for Providence Heights, LLLP, a Colorado limited liability limited partnership, 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.
- l. Recordation of subdivision plat creating the lot to be insured herein.
- m. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- n. Deed(s) of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender(s).

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. Intentionally deleted.
9. All oil, coal and other minerals and exclusive right to prospect in and upon said lands and right of ingress and egress and regress upon said land to prospect for, mine and remove any and all such oil, coal and other minerals, as reserved in deed from the Union Pacific Railway Company to Thomas F. Ahern, Nellie M. Ahern and Mary J. Ahern, recorded November 26, 1913 in [Book 66 at Page 25](#), and any and all assignments thereof or interests therein.

Release and Quitclaim Deed in connection with said reservation recorded November 23, 1998 at [Reception No. A8189797](#).

Request for Notification of Surface Development recorded May 16, 2002 at [Reception No. B2090880](#).

10. Terms, conditions, provisions, agreements and obligations contained in the Agreement by and between the City of Aurora and Crown Properties, Inc., a Colorado corporation as set forth below:

Recording Date: May 31, 1973
Recording No.: [Book 2132 at Page 577](#)

11. Reservation of an Easement for Ingress and Egress in Warranty Deed recorded January 17, 1978 in [Book 2921 at Page 428](#).

12. Terms, conditions, provisions, agreements and obligations contained in the Community Zone District as set forth below:

Recording Date: September 11, 1978
Recording No.: [Reception No. 1772545](#)

13. 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: September 23, 1980
Recording No: [Book 3286 at Page 561](#)

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

Recording Date: October 8, 1980
Recording No: [Reception No. 2008058](#)

Quitclaim Deed from City of Aurora to the Christian and Missionary Alliance Church of Aurora, a Colorado non-profit corporation recorded June 30, 1999 at [Reception No. A9107474](#).

Quitclaim Deed from City of Aurora to the Christian and Missionary Alliance Church of Aurora, a Colorado non-profit corporation recorded May 30, 2006 at [Reception No. B6080015](#).

15. Terms, conditions, provisions, agreements and obligations contained in the Planned Community Zone District Site Plan as set forth below:

Recording Date: November 7, 1980
Recording No.: [Reception No. 2016835](#)

Amended by instrument recorded November 14, 2006 at [Reception No. B6161467](#).

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

Granted to: Public Service Company of Colorado
Purpose: Utility Lines
Recording Date: June 2, 1981
Recording No: [Book 3423 at Page 605](#)

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

Granted to: Public Service Company of Colorado
Purpose: Utility Lines
Recording Date: September 18, 1981
Recording No: [Book 3494 at Page 188](#)

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

Recording Date: November 13, 1990
Recording No.: [Book 6044 at Page 675](#)

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

Granted to: City of Aurora, Colorado
Purpose: Ingress and Egress for Service and Emergency Vehicles
Recording Date: June 30, 1999
Recording No: [Reception No. A9107475](#)

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

Granted to: City of Aurora, Colorado
Purpose: Ingress and Egress for Service and Emergency Vehicles
Recording Date: May 30, 2006
Recording No: [Reception No. B6080018](#)

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

Granted to: City of Aurora, Colorado
Purpose: Sidewalk
Recording Date: May 30, 2006
Recording No: [Reception No. B6080019](#)

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

Granted to: City of Aurora, Colorado
Purpose: Water, Sewer and Storm Drainage Facilities
Recording Date: May 30, 2006
Recording No: [Reception No. 6080020](#)

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

Granted to: City of Aurora, Colorado
Purpose: Sewer and Storm Drainage Facilities
Recording Date: May 30, 2006
Recording No: [Reception No. B6080021](#)

24. Intentionally deleted.

25. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option and Land and Rooftop Lease Agreement as set forth below:

Recording Date: May 16, 2016
Recording No.: [Reception No. D6050243](#)

26. Terms, conditions, provisions, agreements and obligations contained in the Subordination, Consent, Non-Disturbance, and Attornment Agreement as set forth below:

Recording Date: May 16, 2016
Recording No.: [Reception No. D6050268](#)
And
Recording Date: January 19, 2017
Recording No.: [Reception No. D7006983](#)

The following note will appear on the loan policy when issued:

Note: Pending disbursement of full proceeds of the loan secured by the mortgage covered by the policy, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without any actual knowledge of any defects in, or objections to the title, up to the face amount of this policy.

This policy does not guarantee the completion of the improvements nor the sufficiency of funds for the completion thereof.

The following note will appear on the final Owner's Title Policy when issued:

Note: Pending such time as the additional improvements contemplated upon the Land shall be commenced, liability under this policy is limited to \$ _____, said sum having been represented as the present value of the property, but as and when the erection of such additional improvements shall be commenced, liability hereunder shall increase, as the improvements progress, in the amount of the costs thereof, up to the face amount of the policy.

END OF EXCEPTIONS



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company, a Florida 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 **provide** a sample of the policy form upon request.

IN WITNESS WHEREOF, Commonwealth Land 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



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 NCS Colorado, a division of Fidelity National Title 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 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.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

Wire Fraud Alert

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

Types of Information Collected

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

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

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

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

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

How Personal Information is Collected

We may collect Personal Information about you from:

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

How Browsing Information is Collected

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

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

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

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

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

Security of Your Information

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

Choices With Your Information

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

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

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

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

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

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

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

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