

Fidelity National Title®



NATIONAL COMMERCIAL SERVICES

8055 E Tufts Ave, Suite 900
Denver, CO 80237
Phone:

DATE: **September 2, 2020**

FILE NUMBER: **100-N0029086-010-TO2**

PROPERTY ADDRESS: **Stafford Logistics Center - Subdivision Filing No. 2, Aurora, CO**

BUYER/BORROWER: **NP Stafford I, LLC, a Delaware limited liability company and Stafford Family, LLC, a Delaware limited liability company**

OWNER(S):

YOUR REFERENCE NUMBER: **201580-RC**

ASSESSOR PARCEL NUMBER: 1975-02-1-00-003; 1975-02-1-0-004; 1975-02-2-00-018; 1975-02-2-00-016 and 1975-02-3-00-007

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: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:
Escrow Assistant	ATTN: PHONE: E-MAIL:
Title Officer	ATTN: Darrin Kunselman PHONE: (720) 200-1233 E-MAIL: darrin.kunselman@fnf.com
Sales Executive	ATTN: Natl Import E-MAIL:
Sales Executive 2	ATTN: None E-MAIL:
TO: Chicago Title Insurance Company 6700 College Blvd. Suite 300 Overland Park, KS 66211	ATTN: Kimberly Weibel PHONE: (913) 253-8417 FAX: (000) 000-0000 E-MAIL: kimberly.weibel@ctt.com
TO: Fidelity National Title, NCS 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	ATTN: Darren Hone, SVP PHONE: (000) 000-0000 FAX: (000) 000-0000 E-MAIL: darren.hone@fnf.com
TO: Chicago Title Insurance Company 6700 College Blvd. Suite 300 Overland Park, KS 66211	ATTN: Randi Canon PHONE: (000) 000-0000 FAX: (000) 000-0000 E-MAIL: Randi.Canon@CTT.com

TO:	National Commercial Services Title Only	ATTN:	Title Only 10
	8055 E Tufts Ave	PHONE:	
	Suite 900	FAX:	(303) 633-7720
	Denver, CO 80237	E-MAIL:	

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago 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 EXTRA CONTRACTUAL 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, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By: 

Darren Hone
Authorized Signature

Chicago Title Insurance Company

By: 

ATTEST

President



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

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

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
 Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
 Loan ID Number:
 Issuing Office File Number: 100-N0029086-010-TO2
 Property Address: Stafford Logistics Center - Subdivision Filing No. 2, Aurora, CO
 Revision Number:

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **August 26, 2020**
2. Policy to be issued:
 - (a) None
 Proposed Insured:
 Proposed Policy Amount:
 - (b) ALTA Loan Policy 6-17-06
 Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner
 Proposed Policy Amount: \$100,000.00
 - (c) None
 Proposed Insured:
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
[NP Stafford I, LLC, a Delaware limited liability company and Stafford Family, LLC, a Delaware limited liability company](#)
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Lenders Policy	564.00
Deletions of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
ALTA 39-06 - Policy Authentication	0.00
Tax Certificate (5)	90.00
Search & Exam	250.00

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EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 TO BEAR SOUTH 89°40'54" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 89°40'54" WEST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PICADILLY ROAD AND THE **POINT OF BEGINNING**;

THENCE SOUTH 89°40'54" WEST CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 2,613.91 FEET TO THE CENTER OF SAID SECTION 2;

THENCE SOUTH 89°28'31" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 263.07 FEET;

THENCE SOUTH 62°02'56" WEST A DISTANCE OF 80.00 FEET;

THENCE NORTH 27°57'04" WEST A DISTANCE OF 388.33 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27°23'16", A RADIUS OF 790.00 FEET, AN ARC LENGTH OF 377.62 FEET AND A CHORD THAT BEARS NORTH 14°15'27" WEST A DISTANCE OF 374.04 FEET;

THENCE NORTH 00°33'49" WEST A DISTANCE OF 532.51 FEET TO A POINT ON THE BOUNDARY OF STAFFORD LOGISTICS CENTER SUBDIVISION RECORDED AT RECEPTION NUMBER D_____ OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER;

THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:

1) NORTH 89°26'11" EAST A DISTANCE OF 80.00 FEET;

2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET AND A CHORD THAT BEARS NORTH 44°26'11" EAST A DISTANCE OF 35.36 FEET;

3) NORTH 00°33'49" WEST A DISTANCE OF 80.00 FEET;

THENCE NORTH 89°26'11" EAST A DISTANCE OF 8.34 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29°09'13", A RADIUS OF 410.00 FEET, AN ARC LENGTH OF 208.62 FEET AND A CHORD THAT BEARS NORTH 74°51'35" EAST A DISTANCE OF 206.37 FEET;

THENCE NORTH 60°16'59" EAST A DISTANCE OF 86.57 FEET TO A POINT OF CURVATURE;

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EXHIBIT A

(Continued)

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°09'13", A RADIUS OF 490.00 FEET, AN ARC LENGTH OF 249.32 FEET AND A CHORD THAT BEARS NORTH 74°51'35" EAST A DISTANCE OF 246.64 FEET;

THENCE NORTH 89°26'11" EAST A DISTANCE OF 944.63 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°14'32", A RADIUS OF 490.00 FEET, AN ARC LENGTH OF 318.50 FEET AND A CHORD THAT BEARS SOUTH 71°56'33" EAST A DISTANCE OF 312.92 FEET TO A POINT OF CURVATURE;

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 79°36'36", A RADIUS OF 410.00 FEET, AN ARC LENGTH OF 569.68 FEET AND A CHORD THAT BEARS NORTH 86°52'25" EAST A DISTANCE OF 524.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 95°36'36", A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 58.40 FEET AND A CHORD THAT BEARS NORTH 00°44'11" WEST A DISTANCE OF 51.86 FEET;

THENCE NORTH 48°32'29" WEST A DISTANCE OF 277.23 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 48°05'01", A RADIUS OF 1,002.00 FEET, AN ARC LENGTH OF 840.90 FEET AND A CHORD THAT BEARS NORTH 24°29'59" WEST A DISTANCE OF 816.44 FEET;

THENCE NORTH 00°27'28" WEST A DISTANCE OF 167.61 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°06'10", A RADIUS OF 29.50 FEET, AN ARC LENGTH OF 46.39 FEET AND A CHORD THAT BEARS NORTH 45°30'33" WEST A DISTANCE OF 41.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST COLFAX AVENUE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°26'22" EAST A DISTANCE OF 117.35 FEET;
- 2) SOUTH 70°33'38" EAST A DISTANCE OF 59.77 FEET;

THENCE SOUTH 00°27'28" EAST A DISTANCE OF 176.97 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48°05'01", A RADIUS OF 858.00 FEET, AN ARC LENGTH OF 720.05 FEET AND A CHORD THAT BEARS SOUTH 24°29'59" EAST A DISTANCE OF 699.10 FEET;

THENCE SOUTH 48°32'29" EAST A DISTANCE OF 256.04 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 84°40'46", A RADIUS OF 29.50 FEET, AN ARC LENGTH OF 43.60 FEET AND A CHORD THAT BEARS NORTH 89°07'08" EAST A DISTANCE OF 39.74 FEET TO A POINT OF CURVATURE;

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EXHIBIT A

(Continued)

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 42°45'32", A RADIUS OF 722.00 FEET, AN ARC LENGTH OF 538.81 FEET AND A CHORD THAT BEARS NORTH 68°09'30" EAST A DISTANCE OF 526.40 FEET;

THENCE NORTH 89°32'16" EAST A DISTANCE OF 214.57 FEET TO SAID EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD;

THENCE SOUTH 00°27'45" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 144.00 FEET;

THENCE SOUTH 89°32'16" WEST A DISTANCE OF 214.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°46'49", A RADIUS OF 578.00 FEET, AN ARC LENGTH OF 411.39 FEET AND A CHORD THAT BEARS SOUTH 69°08'51" WEST A DISTANCE OF 402.76 FEET TO A POINT OF CURVATURE;

THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 97°17'57", A RADIUS OF 29.50 FEET, AN ARC LENGTH OF 50.10 FEET AND A CHORD THAT BEARS SOUTH 00°06'29" WEST A DISTANCE OF 44.29 FEET;

THENCE SOUTH 48°32'29" EAST A DISTANCE OF 542.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°58'53", A RADIUS OF 1,002.00 FEET, AN ARC LENGTH OF 296.97 FEET AND A CHORD THAT BEARS SOUTH 40°03'03" EAST A DISTANCE OF 295.89 FEET TO SAID EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD;

THENCE SOUTH 00°27'45" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 844.56 FEET TO THE **POINT OF BEGINNING**;

FOR INFORMATIONAL PURPOSES – THE ABOVE LAND IS CONTAINED THE FOLLOWING APNS: 1975-02-1-00-003; 1975-02-1-00-004; 1975-02-2-00-018; 1975-02-2-00-016 AND 1975-02-3-00-007

NOTE: THE ABOVE LEGAL DESCRIPTION IS SUBJECT TO CHANGE UPON REVIEW AND RECORDATION OF THE PROPOSED PLAT FOR STAFFORD LOGISTICS CENTER SUBDIVISION FILING NO. 2

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SCHEDULE B

PART I – REQUIREMENTS

All of 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. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

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 for recordation a deed as set forth below:

Grantor(s): NP Stafford I, LLC, a Delaware limited liability company and Stafford Family, LLC, a Delaware limited liability company
 Grantee(s): NP Stafford II, LLC, a Delaware limited liability company

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

Limited Liability Company: NP Stafford I, LLC, a Delaware 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~~
See Below
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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

Statement of Authority for NP Stafford I, LLC, a Delaware limited liability company recorded August 13, 2019 at [Reception No. D9081641](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Nathaniel Hagedorn, Manager of NPD Management, LLC, Manager of NP Stafford I, LLC

- f. 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:

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SCHEDULE B
PART I – Requirements
(Continued)

Limited Liability Company: Stafford Family, LLC, a Delaware 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~~
See Below
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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

Statement of Authority for Stafford Family, LLC, a Delaware limited liability company recorded August 14, 2019 at [Reception No. D9082341](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Nathaniel Hagedorn, Manager of NPD Management, LLC, a Manager of Stafford Family LLC

- g. 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: NP Stafford II, LLC, a Delaware limited liability company

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

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

- h. Deed 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.

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SCHEDULE B
PART I – Requirements
(Continued)

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

Party(s): NP Stafford I, LLC, a Delaware limited liability company and Stafford Family, LLC, a Delaware limited liability company

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

- j. Recordation of a properly executed plat for the proposed Stafford Logistics Center Subdivision Filing No. 2 for the land described herein with the approval of the proper governing authorities noted thereon.

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

NOTE: This commitment, and the policy to be issued, are subject to such further requirements and/or exceptions as may be necessary upon review of the plat, by the Company.

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

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

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

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

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

END OF REQUIREMENTS

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SCHEDULE B
PART I – Requirements
(Continued)

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SCHEDULE B

PART II – EXCEPTIONS

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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. Reservations contained in the Patent:

From: The United States of America
 Recording Date: July 3, 1888
 Recording No.: [Patent No. 4537](#), BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

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SCHEDULE B
PART II – Exceptions
(Continued)

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

10. Reservations contained in the Patent:

From: The United States of America
To: Frederick Schwarz
Recording Date: August 19, 1891
Recording No.: [Patent No. 12500](#), BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

11. Terms, conditions, provisions, agreements, obligations and each and every right or rights of access of the grantor contained in the instrument as set forth below:

Recording Date: February 16, 1955
Recording No.: [Book 901 at Page 457](#)

12. Terms, conditions, provisions, agreements, obligations and each and every right or rights of access of the grantor contained in the instrument as set forth below:

Recording Date: July 18, 1956
Recording No.: [Book 976 at Page 241](#)

13. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Louis W. Coghill and Elspeth Hill Coghill
Recording Date: December 4, 1958
Recording No.: [Book 995 at Page 292](#)

14. Any taxes or assessments by reason of the inclusion of the Land in the Aurora Hospital District:

Recording Date: June 28, 1962
Recording No.: [Book 1351 Page 259](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Deed of Access Rights as set forth below:

Recording Date: March 12, 1965

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: [Book 1582 Page 434](#)

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

Recording Date: April 3, 1973

Recording No.: [Book 1854 Page 650](#) (Adams County) and re-recorded May 2, 1973 in
[Book 2124 Page 100](#)

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

Recording Date: April 3, 1973

Recording No.: [Book 1854 Page 653](#) (Adams County) and re-recorded May 2, 1973 in
[Book 2124 Page 105](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 73-45 as set forth below:

Recording Date: May 22, 1973

Recording No.: [Book 2130 Page 379](#)

19. Undivided interest in all oil, gas and other mineral rights granted by the instrument(s) set forth below, and any and all assignments thereof or interests therein:

Recording Date: May 6, 1974

Recording No.: [Book 2235 at Page 3](#)

Recording Date: January 24, 1975

Recording No.: [Book 2306 at Page 235](#)

Recording Date: January 14, 2003

Recording No.: [Reception No. B3009558](#)

Recording Date: January 14, 2003

Recording No.: [Reception No. B3009559](#)

Recording Date: April 2, 2004

Recording No.: [Reception No. B4059628](#)

Recording Date: October 30, 2006

Recording No.: [Reception No. B6154538](#)

Recording Date: June 6, 2008

Recording No.: [Reception No. B8064870](#)

Recording Date: September 8, 2008

Recording No.: [Reception No. B8100498](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: November 14, 2012
Recording No.: [Reception No. D2131392](#)

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

Granted to: Mountain States Telephone and Telegraph Company, a Colorado corporation
Purpose: Communication Facilities
Recording Date: August 28, 1985
Recording No.: [Book 4529 Page 664](#)

21. Easements, terms, conditions, provisions, agreements and obligations contained in the Right of Way Easement as set forth below:

Recording Date: July 22, 1985
Recording No.: [Book 4495 at Page 219](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of Directors of the E-470 Public Highway Authority as set forth below:

Recording Date: December 19, 1995
Recording No.: [Reception No. A5133863](#)

Amendment to Certificate of Organization for the E-470 Public Highway Authority:

Recording Date: December 19, 1995
Recording No.: [Reception No. A5133865](#)

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

Recording Date: July 24, 2006
Recording No.: [Reception No. B6106397](#)

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

Recording Date: April 28, 2017
Recording No.: [Reception No. D7047652](#)

Assignment and Bill of Sale:

Recording Date: November 16, 2017
Recording No.: [Reception No. D7130642](#)

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

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: April 28, 2017
Recording No.: [Reception No. D7047653](#)

Assignment and Bill of Sale:
Recording Date: November 16, 2017
Recording No.: [Reception No. D7130642](#)

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

Recording Date: April 28, 2017
Recording No.: [Reception No. D7047654](#)

Assignment and Bill of Sale:
Recording Date: November 16, 2017
Recording No.: [Reception No. D7130642](#)

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

Recording Date: May 10, 2017
Recording No.: [Reception No. D7052848](#)

Assignment and Bill of Sale:
Recording Date: November 16, 2017
Recording No.: [Reception No. D7130642](#)

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

Recording Date: May 10, 2017
Recording No.: [Reception No. D7052850](#)

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

Granted to: The City of Aurora, Colorado
Purpose: Slope Easement
Recording Date: February 12, 2018
Recording No.: [Reception No. D8014076](#)

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

Granted to: The City of Aurora

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SCHEDULE B
PART II – Exceptions
(Continued)

Purpose: Drainage and Utility Easement
Recording Date: February 12, 2018
Recording No.: [Reception No. D8014077](#)

31. Terms, conditions, provisions, agreements and obligations contained in the Plat Exception as set forth below:

Recording Date: August 9, 2019
Recording No.: [Reception No. D9080754](#)

32. Terms, conditions, reservations, provisions, agreements and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: August 13, 2019
Recording No.: [Reception No. D9081646](#)

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

Recording Date: August 13, 2019
Recording No.: [Reception No. D9081648](#)

34. Terms, conditions, provisions, agreements and obligations contained in the Infrastructure Easement as set forth below:

Recording Date: August 13, 2019
Recording No.: [Reception No. D9081649](#)

35. Terms, conditions, provisions, agreements and obligations contained in the Quitclaim Deed as set forth below:

Recording Date: August 14, 2019
Recording No.: [Reception No. D9082342](#)

36. Terms, conditions, provisions, agreements and obligations contained in the Quitclaim Deed as set forth below:

Recording Date: August 14, 2019
Recording No.: [Reception No. D9082343](#)

37. Terms, conditions, provisions, agreements and obligations contained in the Quitclaim Deed as set forth below:

Recording Date: August 14, 2019
Recording No.: [Reception No. D9082344](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

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

Recording Date: August 14, 2019
Recording No.: [Reception No. D9082346](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: August 28, 2019
Recording No.: [Reception No. D9087927](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2019-42 as set forth below:

Recording Date: August 29, 2019
Recording No.: [Reception No. D9088548](#) and re-recorded September 12, 2019 at [Reception No. D9095211](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2019-41 as set forth below:

Recording Date: September 12, 2019
Recording No.: [Reception No. D9095210](#)

42. Any taxes or assessments by reason of the inclusion of the Land in the SLC Metropolitan District No. 2, as evidenced by instrument as set forth below:

Recording Date: April 8, 2020
Recording No.: [Reception No. E0042636](#)

43. The consequences of, and any loss or damage resulting from, the violation or non-compliance, in any manner whatsoever by the Proposed Insured of the Laws, Bylaws, Rules and Regulations of Arapahoe County in regard to the subdivision of the property (as described in Schedule A, Item No. 5) and the failure to properly record the proposed plat of subdivision.

All matters including easements, rights of way and restrictions as may be disclosed on the proposed plat of subdivision, for the land described in Schedule A, Item No. 5, herein.

END OF EXCEPTIONS

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SCHEDULE B
PART II – Exceptions
(Continued)

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Wire Fraud Alert

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective April 9, 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.

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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 may share your Personal Information with 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 without your consent.

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.

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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.

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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

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Jacksonville, Florida 32204
Attn: Chief Privacy Officer