



Land Title Guarantee Company

CUSTOMER DISTRIBUTION

Date: 02-28-2018

Our Order Number: ABD00112233.1-7

Property Address:

11235 MORNINGSIDE DRIVE DENVER, CO 80206

If you have any inquiries or require further assistance, please contact one of the numbers below:

For Closing Assistance:

Tom Blake

3033 EAST FIRST AVENUE, SUITE 600

DENVER, CO 80206

Phone: 303-331-6237

Fax: 303-393-4959

EMail: tblake@ltgc.com

Closer's Assistant:

Ned Davis

Phone: 303-331-6213

Fax: 303-393-3989

EMail: ndavis@ltgc.com

For Title Assistance:

David Knapp

David Knapp

5975 GREENWOOD PLAZA BLVD

GREENWOOD VILLAGE, CO 80111

Phone: 303-850-4174

Fax:

EMail: dknapp@ltgc.com

ABC LENDER

100 PARK AVENUE

DENVER, CO80202

Attn: JANE SMITH

Phone: 555-575-1234

Copies: 1

EMail: lender@bestintown.com

Sent Via EMail

LAND TITLE GUARANTEE COMPANY *TMX*

5975 GREENWOOD PLAZA BLVD

GREENWOOD VILLAGE, CO 80111

Attn: JOHN JONES

Phone: 303-555-5555

Copies: 1

EMail: jjones@ltgc.com

Linked Commitment Delivery



Land Title Guarantee Company

Date: 02-28-2018

Our Order Number: ABC00112233.1-7

Property Address:

11235 MORNINGSIDE DRIVE DENVER, CO 80206

Buyer/Borrower:

MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller/Owner:

MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY

Wire Information: (Please note: We do not accept ACH electronic transfers.)

Bank: FIRSTBANK OF COLORADO

10403 W COLFAX AVENUE

LAKEWOOD, CO 80215

Phone: 303-237-5000

Credit: LAND TITLE GUARANTEE COMPANY

ABA No.: 107005047

Account: 2160521825

Attention: Tom Blake

Need a map or directions for your upcoming closing? Check out Land Title's web site at www.ltgc.com for directions to any of our 54 office locations.

ESTIMATE OF TITLE INSURANCE FEES

ALTA Owners Policy 06-17-06	\$4,204.00
ALTA Loan Policy 06-17-06	\$100.00
Endorsement ALTA 13-06 (Owner)	\$0.00
Deletion of Standard Exception(s) (Owner)	\$100.00
Endorsement ALTA 9.2-06 (Owner)	\$420.00
Endorsement 100.31-06 (EXCEPTION 9) (Owner)	\$420.00
Endorsement 103.5-06 (Owner)	\$420.00
Endorsement ALTA 28-06 (EXCEPTION 11) (Owner)	\$420.00
Endorsement ALTA 17-06 (Owner)	\$100.00
Endorsement ALTA 18.1-06 (Owner)	\$100.00
Endorsement ALTA 25-06 (Owner)	\$420.00
Deletion of Standard Exception(s) (Lender)	\$100.00
Endorsement ALTA 9-06 (Lender)	\$392.00
Endorsement 8.2 - 06 (Lender)	\$100.00
Endorsement ALTA 22-06 (Lender)	\$100.00
Tax Certificate 21	\$42.00

If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.

TOTAL

\$7,438.00

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. ABC00112233.1-7

Schedule A

Cust. Ref.:

Property Address:

11235 MORNINGSIDE DRIVE DENVER, CO 80206

1. Effective Date: March 01, 2018 at 5:00 P.M.

2. Policy to be Issued, and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$1,995,000.00

Proposed Insured:

MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

"ALTA" Loan Policy 06-17-06

\$1,580,000.00

Proposed Insured:

ABC LENDER , ITS SUCCESSORS AND/OR ASSIGNS

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

SEE ATTACHED

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

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

A FEE SIMPLE, AS TO PARCEL 1;

AND

A LEASEHOLD AS CREATED BY THAT CERTAIN LEASE DATED JUNE 1, 1995, EXECUTED BY OWNER A, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS LESSOR, AND NEW OWNER B, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS LESSEE, AS REFERENCED IN DOCUMENT ENTITLED "MEMORANDUM OF LEASE" WHICH WAS RECORDED JUNE 15, 1995 UNDER RECEPTION NO. 9500125632, FOR THE TERM AND UPON AND SUBJECT TO ALL PROVISIONS CONTAINED IN SAID DOCUMENT AND IN SAID LEASE, AS TO PARCEL 2.

LEGAL DESCRIPTION

PARCEL 1:

LOT 1, BLOCK 15, BLACKACRE ESTATES, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

LOT 2, BLOCK 15, BLACKACRE ESTATES, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. ABC00112233.1-7

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A FULL COPY OF THE LEASE TO BE INSURED, TOGETHER WITH ANY AND ALL AMENDMENTS THERETO AND ASSIGNMENTS THEREOF.

NOTE: ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE ADDED AFTER THE REVIEW OF SAID LEASE.

2. RELEASE OF DEED OF TRUST DATED MARCH 12, 1985 FROM DANIEL JACKSON AND NANCY JACKSON TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF GIBRALTER SAVINGS AND LOAN TO SECURE THE SUM OF \$435,000.00 RECORDED MARCH 13, 1985, UNDER RECEPTION NO. 850098766.

3. CORRECTION DEED FROM DANIEL JACKSON AND NANCY JACKSON TO MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING THE SUBJECT PROPERTY.

NOTE: THIS REQUIREMENT IS NECESSARY TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AUGUST 12, 2003 UNDER RECEPTION NO. 2003098875.

4. RELEASE OF DEED OF TRUST DATED AUGUST 09, 2003 FROM MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF FIRSTBANK OF LAKEWOOD TO SECURE THE SUM OF \$2,000,000.00 RECORDED AUGUST 12, 2003, UNDER RECEPTION NO. 2003098876.

5. RELEASE BY THE UNITED STATES INTERNAL REVENUE SERVICE OF FEDERAL TAX LIEN AGAINST MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY IN THE AMOUNT OF \$10,542.34 RECORDED JANUARY 05, 2006, UNDER RECEPTION NO. 2006000289.

6. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ALTA SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID ALTA SURVEY.

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. ABC00112233.1-7

Continued:

7. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

8. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF MORNINGSIDE INVESTMENTS, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

9. WARRANTY DEED FROM MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY TO MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

(AFFECTS PARCEL 1)

10. ASSIGNMENT OF THE LEASE REFERENCED IN SCHEDULE A FROM MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY TO MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

(AFFECTS PARCEL 2)

11. DEED OF TRUST FROM MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF ABC LENDER TO SECURE THE SUM OF \$1,580,000.00.

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. ABC00112233.1-7

Continued:

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE LOAN POLICY WILL BE DELETED.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF MORNING DRIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF MORNINGSIDE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2017 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.

NOTE: ITEMS 7(A) AND 7(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

NOTE: ITEM 8 UNDER SCHEDULE B-2 WILL BE DELETED UPON PROOF FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. ABC00112233.1-7

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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 value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:
 - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
 - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
 - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED OCTOBER 06, 1897, IN BOOK 15 AT PAGE 265.
10. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF FISHING CREEK.
11. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 01, 1973, IN BOOK 2504 AT PAGE 656.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. ABC00112233.1-7

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

12. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 23, 1976, UNDER RECEPTION NO. 125567.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 08, 1997 UNDER RECEPTION NO. 9700137432.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER AGREEMENT RECORDED APRIL 23, 1999 UNDER RECEPTION NO. 9900143277.
15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHSIDE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 04, 1988, IN BOOK 3765 AT PAGE 432.
16. OIL AND GAS LEASE BETWEEN JOHN MOORE AND ABC OIL & GAS COMPANY, RECORDED JANUARY 25, 1998 IN BOOK 7999 AT PAGE 265 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED APRIL 03, 2000 UNDER RECEPTION NO. 2000005542.
18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF BLACKACRE ESTATES RECORDED APRIL 3, 2000 UNDER RECEPTION NO. 2000005543.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. ABC00112233.1-7

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

19. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE LESSORS IN THE LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A.

(AFFECTS PARCEL 2)

20. THE EFFECT OF ANY FAILURE TO COMPLY WITH THE TERMS, COVENANTS AND CONDITIONS OF LEASE OR LEASES DESCRIBED OR REFERRED TO IN SCHEDULE A.

(AFFECTS PARCEL 2)

21. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED SEPTEMBER 01, 2000 PREPARED BY LOCAL SURVEYING CO., INC., JOB NO. 2000-523:

A. THE ENCROACHMENT OF THE BUILDING LOCATED ON THE LAND ONTO THE LAND ADJACENT TO THE NORTH.

B. THE ENCROACHMENT OF THE BUILDING LOCATED ON THE LAND ADJOINING TO THE SOUTH ONTO SAID LAND.

C. OVERHEAD UTILITY LINES CROSSING THE LAND, BUT NOT WITHIN A RECORDED EASEMENT.

D. THE SOUTHWESTERLY CORNER OF THE LAND IS BEING USED FOR INGRESS AND EGRESS BY THE ADJACENT LAND OWNERS WITHOUT THE BENEFIT OF AN EASEMENT FOR SUCH PURPOSES.

LAND TITLE GUARANTEE COMPANY and LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- C) The 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.

Note: Effective September 1, 1997, CRS 30-10-406 requires 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulation 3-5-1, Section 7L requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.

Penalties may include imprisonment, fines, denial or insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- * applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- * your transactions with, or from the services being performed by, us, our affiliates, or others;
- * a consumer reporting agency, if such information is provided to us in connection with your transaction; and
- * the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- * We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- * We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- * Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- * We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.