4582 South Ulster St Pkwy, Suite 1300
Denver, CO 80237
Phone: (303) 476-5800
Fax: (303) 628-1671

DATE: October 5, 2012
FILE NUMBER: 451-H0351752-036-JY7
PROPERTY ADDRESS: 5275 South Kipling Parkway, Littleton, CO 80127
BUYER/BORROWER: Anthem Memory Care, LLC, an Oregon limited liability company
OWNER(S): Royce Littleton LLC
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 012655

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS, SEE WIRING INSTRUCTIONS INCLUDED HEREIN.

TO:	**Heritage Title Company, Inc.** **4582 South Ulster St Pkwy** **Suite 1300** **Denver, CO 80237**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Jennifer York** **(303) 692-6788** **(303) 628-1671** **jyork@cltic.com**
TO:	**Anthem Memory Care, LLC, an Oregon limited liability company** **3 Monroe Parkway** **Suite P - PMB 430** **Lake Oswego, OR 97035**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	 **(503) 774-0682** **(503) 744-0673** **mrockwell@anthemmemorycare.com**
TO:	**RE/MAX Commercial Alliance** **1873 South Bellaire Street** **Suite 700** **Denver, CO 80222**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Mark Pyms** **(303) 504-3434** **(303) 756-4848** **mpyms@remax.net**
TO:	**CB Richard Ellis** **8390 E. Crescent Pkwy.** **Greenwood Village, CO 80111**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Eric Roth** **(720) 528-6322** **(303) 889-5880** **eric.roth@cbre.com**
TO:	**Heritage Title Company** **8450 East Crescent Parkway** **Suite 410** **Greenwoood Village, CO 80111**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Erin Winfield** **(303) 446-2555** **(303) 628-1671** **ewinfield@heritagetco.com**
TO:	**Lockwood Development** **13625 California Street** **Suite 110** **Omaha, NE 68154**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Bob Begley** **(402) 933-3663** **(402) 933-3664** **bob@lockwooddev.com**
TO:	**Commercial Escrow** **4582 South Ulster St Pkwy** **Suite 1300** **Denver, CO 80237**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Jennifer York** **(303) 476-5800** **(303) 628-1671** **jyork@cltic.com**

END OF TRANSMITTAL

Heritage Title Company
Making Transactions Personal
Commonwealth

Date: October 5, 2012

Property Address: 5275 South Kipling Parkway, Littleton, CO 80127

We would like to thank you for choosing Heritage Title Company, Inc. for your title insurance needs.

For all of your closing needs, including Tax Certificate, Settlement Statement, HUD and/or Insured Closing Letters, your Escrow Officer is: Jennifer York,
Phone: (303) 692-6788
Fax: (303) 628-1671
Email: jyork@cltic.com
Location of Closing: 4582 South Ulster St Pkwy Suite 1300 Denver, CO 80237

For all of your title and commitment needs, your Title Officer is: **Eric Stearns**. Please feel free to contact him at: (303) 692-6778, fax: (303) 628-1671, e-mail: estearns@heritagetco.com, 8450 E. Crescent Parkway, Suite 410, Greenwood Village, CO 80111.

WIRING INSTRUCTIONS

Bank:	Wells Fargo Bank West, NA
Bank Address:	550 California St., 10th Floor San Francisco, CA 94104
Account Name:	Heritage Title Company, Inc.
Account Number:	8861647025
ABA Number:	121000248
Reference:	451-H0351752-036-JY7
Property Address:	5275 South Kipling Parkway Littleton, CO 80127

Visit our website www.heritagetco.com for a demonstration of our Online Transaction Management Service, TitleVault. This amazing program allows you to manage your transactions 24/7! Contact your Business Development Representative for a login and password.

Sincerely,

Heritage Title Company, Inc.

Commonwealth Land Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: **451-H0351752-036-JY7**

1. **Effective Date:** **September 21, 2012 at 7:00 A.M.**

2. **Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	**$1,200,000.00**
Anthem Memory Care, LLC, an Oregon limited liability company	
(b) None	**$0.00**
	$

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

   A Fee Simple

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

   Royce Littleton, LLC, a Nebraska limited liability company

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

   See Attached Legal Description

(for informational purposes only) 5275 South Kipling Parkway, Littleton, CO 80127

PREMIUMS:
Owners Policy : $ 1535.00
Tax Cert: $ 20.00
Deletion 1-5 : $ 60.00

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AMERICAN LAND TITLE ASSOCIATION

Attached Legal Description

Parcel 1:

The South ½ of the Southeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 16, Township 5 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado.

Except that portion taken by the County of Jefferson in Rule and Order recorded April 26, 1995 at Reception No. F0046188.

Also except that portion conveyed to the County of Jefferson by Deed recorded January 16, 1996 at Reception No. F0172291.

Parcel 2:

A portion of Lot 1 of Montgomery Acres, County of Jefferson, State of Colorado, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1;
Thence North 89°38’10” East, 229.86 feet along the North lot line;
Thence South 00°34’15” West, 130.69 feet on a line 100 feet West and parallel to the East line of Section 16, Township 5 South, Range 69 West;
Thence North 81°38’10” West, 68.01 feet;
Thence North 72°41’00” West, 39.00 feet;
Thence North 66°07’00” West, 68.00 feet;
Thence North 53°06’00” West, 39.00 feet;
Thence North 41°34’00” West, 29.00 feet;
Thence North 66°35’10” West, 12.78 feet;
Thence North 00°34’15” East, 30.00 feet along the West line of said Lot 1 to the True Point of Beginning.

Bearings are based on the East line of said Section 16 being South 00°34’15” West, the East ¼ section corner is a 1” pin in a range box, and the Northeast section corner is a brass cap in a range box.

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AMERICAN LAND TITLE ASSOCIATION

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

d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

e. Copy of Operating Agreement and recordation of Statement of Authority for Royce Littleton, LLC, a Nebraska limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

f. Copy of Operating Agreement and recordation of Statement of Authority for Anthem Memory Care, LLC, an Oregon limited liability company, pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

g. Furnish for recordation a full release of deed of trust:

Amount:	$658,425.20
Trustor/Grantor:	Royce Littleton, LLC, a Nebraska limited liability company
Trustee:	Public Trustee of Jefferson County
Beneficiary:	American Interstate Bank
Recording Date:	December 19, 2011
Recording No:	2011114571

Assignment of Leases and Rents recorded December 19, 2011 at Reception No. 2011114572.

h. Furnish for recordation a full release of deed of trust:

Amount:	$652,500.00
Trustor/Grantor:	Royce Littleton, LLC, a Nebraska limited liability company
Trustee:	Public Trustee of Jefferson County
Beneficiary:	First National Bank of Omaha
Recording Date:	May 5, 2009
Recording No:	2009040637.

NOTE: Deed of Reconveyance as Recorded December 9, 2011 at Reception NO. 2011111853, Does not release the above referenced Deed of Trust.

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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): Royce Littleton, LLC, a Nebraska limited liability company

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

j. 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.

END OF REQUIREMENTS

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AMERICAN LAND TITLE ASSOCIATION

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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

7. (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.

8. All taxes and assessments, now or heretofore assessed, due or payable.

9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

10. Any boundary discrepancy due to the location of fence lines and the effect of any right, title or interest that may be claimed due to any said discrepancy.

11. Easements, conditions, covenants, restrictions, reservations and notes on the plat of Montgomery Acres recorded December 30, 1952 in Plat Book 11 at Page 26 at Reception No. 539871.

12. An easement for sanitary sewer pipelines and incidental purposes granted to Lakehurst Water and Sanitation District by the instrument recorded June 4, 1984 at Reception No. 84051088.

    NOTE: Deeds regarding said easement recorded December 11, 1985 at Reception No. 85120196 and August 21, 1986 at Reception No. 86097675.

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13. An easement for sanitary sewer pipelines and incidental purposes granted to Lakehurst Water and Sanitation District by the instrument recorded July 28, 1982 at Reception No. 82051973.

    NOTE: Deeds regarding said easement recorded December 11, 1985 at Reception No. 85120196 and August 21, 1986 at Reception No. 83097675.

14. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 18, 1908 in Book 153 at page 120.

15. Slope and drainage easement set forth in Rule and Order recorded January 16, 1996 at Reception No. F0172290.

16. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded January 16, 1996 at Reception No. F0172293. Provisions regarding race, color, creed, and national origin, if any, are deleted.

17. Terms, conditions, provisions, agreements and obligations contained in the Zoning Amendment recorded May 29, 1998 at Reception No. F0620124.

18. Terms, conditions, provisions, agreements and obligations contained in the KMK Senior Living Center Official Development Plan recorded August 18, 1998 at Reception No. F0675598.

19. Terms, conditions, provisions, agreements and obligations contained in the Quit Claim Deed recorded May 21, 2003 at Reception No. F1758851.

END OF EXCEPTIONS

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AMERICAN LAND TITLE ASSOCIATION

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Heritage Title Company, Inc. a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

   legally described as:
   See Attached Affidavit and Indemnity Agreement Legal Description

   Property Address: **5275 South Kipling Parkway, Littleton, CO 80127**

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company, Inc. as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

   The undersigned affiant(s) know the matters herein stated are true and indemnifies **Heritage Title Company, Inc.**, a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

   This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER: **SELLER:**

_____ _____

Royce Littleton LLC

State of Colorado }ss:
County of **Jefferson**

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Royce Littleton LLC.

(SEAL) _____
Notary Public
My Commission Expires:

ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT

LEGAL DESCRIPTION

Parcel 1:

The South ½ of the Southeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 16, Township 5 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado.

Except that portion taken by the County of Jefferson in Rule and Order recorded April 26, 1995 at Reception No. F0046188.

Also except that portion conveyed to the County of Jefferson by Deed recorded January 16, 1996 at Reception No. F0172291.

Parcel 2:

A portion of Lot 1 of Montgomery Acres, County of Jefferson, State of Colorado, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1;
Thence North 89°38'10" East, 229.86 feet along the North lot line;
Thence South 00°34'15" West, 130.69 feet on a line 100 feet West and parallel to the East line of Section 16, Township 5 South, Range 69 West;
Thence North 81°38'10" West, 68.01 feet;
Thence North 72°41'00" West, 39.00 feet;
Thence North 66°07'00" West, 68.00 feet;
Thence North 53°06'00" West, 39.00 feet;
Thence North 41°34'00" West, 29.00 feet;
Thence North 66°35'10" West, 12.78 feet;
Thence North 00°34'15" East, 30.00 feet along the West line of said Lot 1 to the True Point of Beginning.

Bearings are based on the East line of said Section 16 being South 00°34'15" West, the East ¼ section corner is a 1" pin in a range box, and the Northeast section corner is a brass cap in a range box.

Commonwealth™
LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by

Heritage Title Company, Inc.

AS AGENT FOR

Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company, a Nebraska 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.

Attest: Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY SEAL NEBRASKA

By: President

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AMERICAN LAND TITLE ASSOCIATION

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.

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AMERICAN LAND TITLE ASSOCIATION

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 VII, 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 Heritage Title Company, Inc. 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.
- 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.

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AMERICAN LAND TITLE ASSOCIATION

Commitment No.: **451-H0351752-036-JY7**

Effective Date 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected
We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Fidelity National Financial, Inc.
Privacy Statement (Continued)

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.