



# Land Title Guarantee of Summit County

CUSTOMER DISTRIBUTION

**Date:** 05-29-2014

**Our Order Number:** M20132160.1

**Property Address:**

1593 SKI HILL RD BRECKENRIDGE, CO 80424

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

**For Title Assistance:**  
**Breckenridge Title Dept.**  
**Randy Gibbons**  
**200 NORTH RIDGE**  
**PO BOX 2280**  
**BRECKENRIDGE, CO 80424**  
**Phone: 970-453-2255**  
**Fax: 970-453-3828**  
**EMail: rgibbons@ltgc.com**

JOHN PALMQUIST ESQ. LLC  
2520 S. ST. PAUL ST.  
DENVER, CO 80210  
Attn: JOHN PALMQUIST  
Phone: 720-280-3086  
EMail: john@jpalmquistlaw.com  
Sent Via EMail



# Land Title Guarantee of Summit County

Date: 05-29-2014

Our Order Number: M20132160.1

**Property Address:**

1593 SKI HILL RD BRECKENRIDGE, CO 80424

**Buyer/Borrower:**

TO BE DETERMINED

**Seller/Owner:**

PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

**Need a map or directions for your upcoming closing? Check out Land Title's web site at [www.ltgc.com](http://www.ltgc.com) for directions to any of our 54 office locations.**

ESTIMATE OF TITLE INSURANCE FEES	
Owners Extended Coverage	TBD
<i>If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.</i>	
<b>TOTAL</b>	<b>\$0.00</b>

Old Republic National Title Insurance Company

ALTA RESIDENTIAL COMMITMENT

Our Order No. M20132160.1

Schedule A

Cust. Ref.:

**Property Address:**

1593 SKI HILL RD BRECKENRIDGE, CO 80424

**1. Effective Date:** May 27, 2014 at 5:00 P.M.

**2. Policy to be Issued, and Proposed Insured:**

Owner's Extended Coverage Policy - 1987 Rev  
(For Single Family Residence)

Proposed Insured:  
TO BE DETERMINED

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

A Fee Simple

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

PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 2, A RESUBDIVISION PLAT OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION,  
FILING NO. 1, AS SHOWN ON THE PLAT RECORDED MAY 15, 2013 UNDER RECEPTION NO.  
1026374, COUNTY OF SUMMIT, STATE OF COLORADO,

TOGETHER WITH SHORING EASEMENT BETWEEN SKIWATCH CONDOMINIUM MAP AND PEAK 8  
PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JUNE 28, 2013  
UNDER RECEPTION NO. 1030174,

TOGETHER WITH ENCROACHMENT LICENSE AGREEMENT BETWEEN PEAK 8 PROPERTIES, LLC,  
AND TOWN OF BRECKENRIDGE RECORDED AUGUST 14, 2013 UNDER RECEPTION NO. 1034157.

**ALTA RESIDENTIAL COMMITMENT**

**Schedule B-1**

**(Requirements)**

**Our Order No. M20132160.1**

**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. PARTIAL RELEASE OF DEED OF TRUST DATED MARCH 26, 2014, FROM PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$30,000,000.00 RECORDED MARCH 31, 2014, UNDER RECEPTION NO. 1051667.**

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MARCH 31, 2014, UNDER RECEPTION NO. 1051671.

SAID DEED OF TRUST WAS FURTHER SECURED BY ASSIGNMENT OF RENTS AND OTHER RIGHTS RECORDED MARCH 31, 2014, UNDER RECEPTION NO. 1051668.

- 2. RELEASE OF FINANCING STATEMENT WITH FIRSTBANK, THE SECURED PARTY, RECORDED MARCH 31, 2014, UNDER RECEPTION NO. 1051670.**
- 3. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX ORDINANCE HAS BEEN COMPLIED WITH. (THIS MAY BE SUBMITTED AT THE TIME OF RECORDING OF DOCUMENTS.)**
- 4. WARRANTY DEED FROM PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

**NOTE: ALL CONVEYANCE DOCUMENTS SUBJECT TO THE DOCUMENTARY FEE SUBMITTED TO THE COUNTY CLERK AND RECORDER MUST BE ACCOMPANIED BY A REAL PROPERTY TRANSFER DECLARATION.**

**NOTE: STATEMENT OF AUTHORITY FOR PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 22, 2013 UNDER RECEPTION NO. 1026857 SHOWS ROBERT A MILLISOR AS THE MANAGER OF PEAK 8 PROPERTIES, LLC.**

**ALTA RESIDENTIAL COMMITMENT**

**Schedule B-2**

**(Exceptions)**

**Our Order No. M20132160.1**

**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.

Note: Standard Exceptions 1 through 4 will not appear on the Owner's Extended Coverage Policy and the specific coverages afforded by said policy will be substituted. If Land Title Guarantee Company conducts the closing of the transaction to be insured under this commitment, item 5 of the standard exceptions is hereby deleted. Upon proof of payment of prior years taxes, item 6 will be amended to read: Taxes and assessments for the current year and subsequent years. The Owner's Extended Coverage Policy (OEC) will automatically increase coverage by 10 percent on each of the five anniversaries of the policy date, at NO additional charge.

8. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE OF THE TYRA PLACER TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 23, 1906 IN BOOK 66 AT PAGE 36.**
9. **TERMS, CONDITIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO TEN FOOT RIGHT OF WAY EASEMENT RECORDED OCTOBER 07, 1966 IN BOOK 185 AT PAGE 767.**

**ALTA RESIDENTIAL COMMITMENT**

**Schedule B-2**

**(Exceptions)**

**Our Order No. M20132160.1**

**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:**

- 10. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT FOR SEWER LINE AND AGREEMENT RECORDED FEBRUARY 10, 1989 AT RECEPTION NO. 366328 AND VACATION AND GRANT OF EASEMENTS BETWEEN VAIL SUMMIT RESORTS, INC. AND BRECKENRIDGE SANITATION DISTRICT RECORDED AUGUST 11, 2008 UNDER RECEPTION NO. 894069.**
- 11. TERMS, CONDITIONS AND PROVISIONS OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRECKENRIDGE MOUNTAIN MASTER PLANNED COMMUNITY MADE BY VAIL SUMMIT RESORTS, INC., AS DECLARANT, RECORDED SEPTEMBER 18, 2002 AT RECEPTION NO. 696212 AND AMENDED SEPTEMBER 27, 2013 UNDER RECEPTION NO. 1037823.**
- 12. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN AND RESERVED ON THE RECORDED PLAT FOR PEAKS 7 & 8 PERIMETER SUBDIVISION RECORDED SEPTEMBER 19, 2003 UNDER RECEPTION NO. 730218.**
- 13. TERMS, CONDITIONS AND PROVISIONS OF BRECKENRIDGE MOUNTAIN MASTER PLANNED COMMUNITY AFFIDAVIT EXECUTED BY VAIL SUMMIT RESORTS, INC. AND MOUNTAIN THUNDER, INC., AS OWNERS, RECORDED SEPTEMBER 25, 2002 AT RECEPTION NO. 696763.**
- 14. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND VAIL SUMMIT RESORTS, INC. D/B/A BRECKENRIDGE SKI RESORT RECORDED OCTOBER 08, 2002 AT RECEPTION NO. 697853.**
- 15. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF APPROVAL OF AMENDED MASTER PLAN BY THE TOWN OF BRECKENRIDGE RECORDED NOVEMBER 30, 2005 AT RECEPTION NO. 807739, SEPTEMBER 12, 2006 UNDER RECEPTION NO. 832774, JUNE 3, 2008 UNDER RECEPTION NO. 889143 AND MAY 10, 2013 UNDER RECEPTION NO. 1026194.**
- 16. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION CONCERNING DISCLOSURES, ACKNOWLEDGMENTS, WAIVERS AND CONSTRUCTION DEFECT DISPUTE RESOLUTION MADE BY VAIL SUMMIT RESORTS, INC. RECORDED JANUARY 10, 2008 UNDER RECEPTION NO. 877956.**
- 17. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN AND RESERVED ON THE PLAT FOR PEAK 8 SUBDIVISION FILING NO. 1. RECORDED JANUARY 10, 2008 UNDER RECEPTION NO. 877957, AND AMENDMENT TO PEAK 8 SUBDIVISION FILING NO. 1 RECORDED MARCH 24, 2010 UNDER RECEPTION NO. 936240.**

**ALTA RESIDENTIAL COMMITMENT**

**Schedule B-2**

**(Exceptions)**

**Our Order No. M20132160.1**

**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:**

18. **TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF DETERMINATION BY BRECKENRIDGE MOUNTAIN MASTER ASSOCIATION TO IMPOSE CIVIC ASSESSMENT AND REAL ESTATE TRANSFER FEE RECORDED AUGUST 20, 2008 AT RECEPTION NO. 894667.**
19. **TERMS, CONDITIONS AND PROVISIONS OF SKIWAY EASEMENT AGREEMENT FROM VAIL SUMMIT RESORTS, INC. TO STAHL DEVELOPMENT COMPANY, INC. RECORDED SEPTEMBER 08, 2005 AT RECEPTION NO. 800568 AND ASSIGNMENT AND ASSUMPTION FROM STAHL DEVELOPMENT COMPANY, INC. TO PEAK EIGHT PLACE ASSOCIATION, INC. RECORDED JANUARY 3, 2006 UNDER RECEPTION NO. 811102 AND FIRST AMENDMENT TO SKIWAY EASEMENT RECORDED NOVEMBER 20, 2013.**
20. **TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT BETWEEN TOWN OF BRECKENRIDGE, VAIL SUMMIT RESORTS AND PEAK 8 PROPERTIES, LLC RECORDED JANUARY 08, 2013 AT RECEPTION NO. 1013548.**
21. **EASEMENTS, NOTES AND DEDICATIONS AS SHOWN ON PLAT FOR RESUBDIVISION PLAT OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION, FILING NO. 1 RECORDED MAY 15, 2013 UNDER RECEPTION NO. 1026374.**
22. **TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENT AGREEMENT (SKI WATCH DRIVE RIGHT-OF-WAY RELOCATION) BETWEEN TOWN OF BRECKENRIDGE AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 15, 2013 AT RECEPTION NO. 1026375.**
23. **TERMS, CONDITIONS AND PROVISIONS OF CONSTRUCTION STAGING, UTILILTY AND GRADING EASEMENT AGREEMENT BETWEEN VAIL SUMMIT RESORTS, INC. AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 22, 2013 AT RECEPTION NO. 1026859.**
24. **TERMS, CONDITIONS AND PROVISIONS OF WINTER RECREATION OPERATIONS AND ACTIVITIES EASEMENT BETWEEN PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND VAIL SUMMIT RESORTS, INC., RECORDED MAY 22, 2013 AT RECEPTION NO. 1026860.**
25. **TERMS, CONDITIONS AND PROVISIONS OF PARKING COVENANT BETWEEN VAIL SUMMIT RESORTS, INC. AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY**

**ALTA RESIDENTIAL COMMITMENT**

**Schedule B-2**

**(Exceptions)**

**Our Order No. M20132160.1**

**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:**

**COMPANY RECORDED MAY 22, 2013 AT RECEPTION NO. 1026861.**

- 26. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANT REGARDING USE AND SALE OF PROPERTY BETWEEN PEAK 8 PROPERTIES, LLC AND VAIL SUMMIT RESORTS, INC. RECORDED MAY 22, 2013 AT RECEPTION NO. 1026862.**
- 27. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANT CONCERNING COMMERCIAL DENSITY MADE BY PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND VAIL SUMMIT RESORTS, INC., RECORDED MAY 22, 2013 AT RECEPTION NO. 1026863.**
- 28. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANT CONCERNING PLANS AND CONDOMINIUM DECLARATION AND MAP APPROVAL MADE BY PEAK 8 PROPERTIES, LLC AND VAIL SUMMIT RESORTS, INC., RECORDED MAY 22, 2013 AT RECEPTION NO. 1026864.**
- 29. TERMS, CONDITIONS AND PROVISIONS OF REPURCHASE OPTION BETWEEN PEAK 8 PROPERTIES, LLC AND VAIL SUMMIT RESORTS, INC., RECORDED MAY 22, 2013 AT RECEPTION NO. 1026865.**
- 30. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF SEWER LINE EXTENSION AGREEMENT FORM BY UPPER BLUE SANITATION DISTRICT, RECORDED JUNE 17, 2013 AT RECEPTION NO. 1028961.**
- 31. TERMS, CONDITIONS AND PROVISIONS OF SKIWAY EASEMENT AGREEMENT BETWEEN PEAK 8 PROPERTIES, LLC AND SKIWATCH CONDOMINIUM CORP., RECORDED JUNE 28, 2013 AT RECEPTION NO. 1030173.**
- 32. OBLIGATIONS AND BURDENS AS CONTAINED IN OF SHORING EASEMENT AGREEMENT BETWEEN SKI WATCH CONDOMINIUM CORP. AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JUNE 28, 2013 AT RECEPTION NO. 1030174.**
- 33. OBLIGATIONS AND BURDENS AS CONTAINED IN ENCROACHMENT LICENSE AGREEMENT BETWEEN PEAK 8 PROPERTIES, LLC AND TOWN OF BRECKENRIDGE, RECORDED AUGUST 14, 2013 AT RECEPTION NO. 1034157.**



**ALTA RESIDENTIAL COMMITMENT**

**Schedule B-2**

**(Exceptions)**

**Our Order No. M20132160.1**

**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:**

- 34. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 2014-09 FOR TRANSFERABLE DEVELOPMENT RIGHTS (TDR) RECORDED MARCH 13, 2014 AT RECEPTION NO. 1050480.**
- 35. TERMS, CONDITIONS AND PROVISIONS OF SUBORDINATION AGREEMENT BETWEEN PEAK 8 PROPERTIES, LLC AND VAIL SUMMIT RESORTS, INC. AND FIRSTBANK RECORDED MARCH 31, 2014 AT RECEPTION NO. 1051669.**
- 36. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANT AND AGREEMENT (GROUNDWATER INFILTRATION GALLERY MAINTENANCE) RECORDED APRIL 07, 2014 AT RECEPTION NO. 1051943.**
- 37. TERMS, CONDITIONS AND PROVISIONS OF BRECKENRIDGE GRAND VACATIONS DEFERRAL OF WATER PLANT INVESTMENTS FEES RECORDED APRIL 07, 2014 AT RECEPTION NO. 1051944.**

## 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.