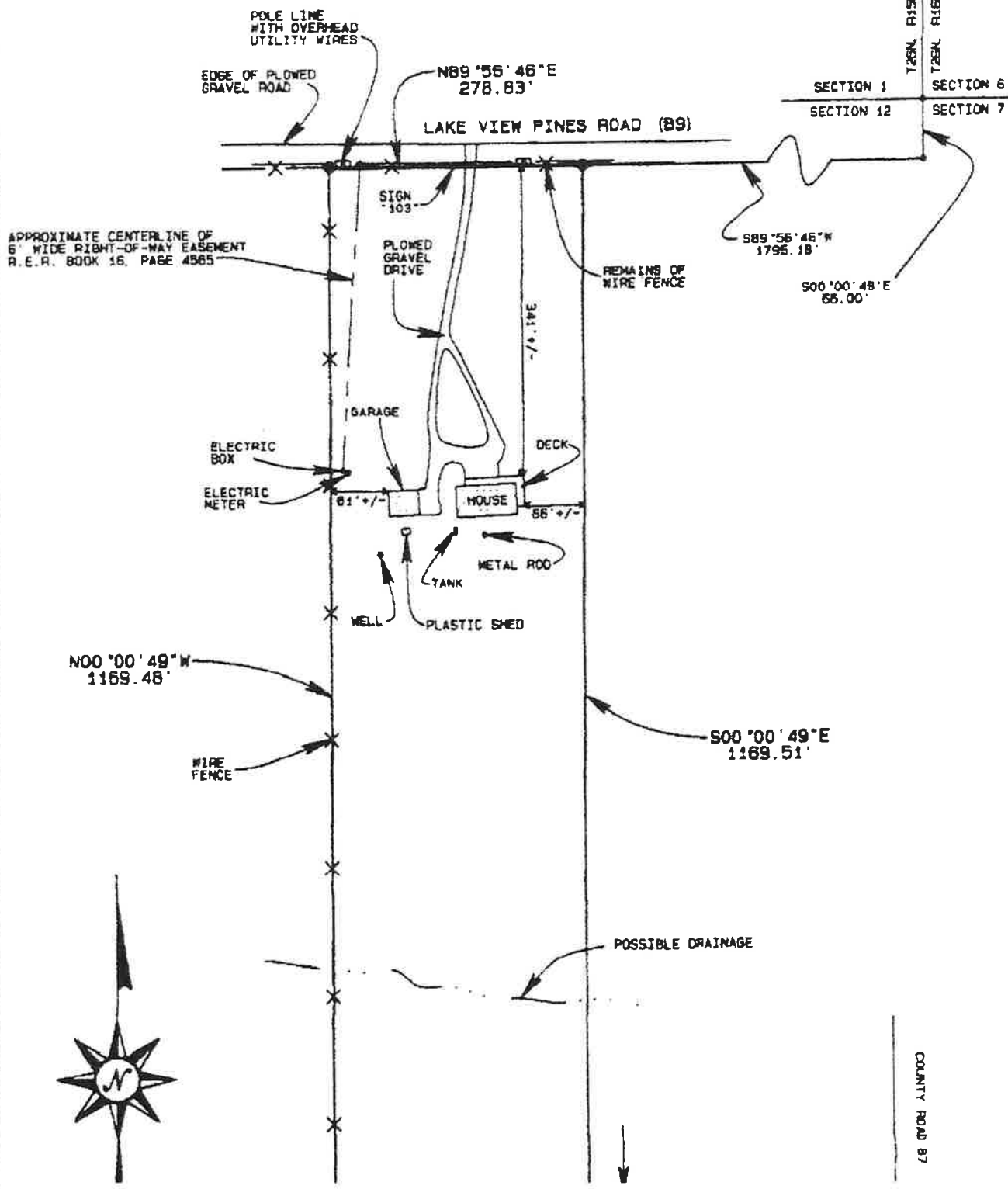


EXHIBIT A
SKETCH

- NOTES:
1. THIS REPORT IS NOT FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE. THIS IS NOT A BOUNDARY SURVEY AND MAY NOT BE SUFFICIENT FOR THE REMOVAL OF THE SURVEY EXCEPTION FROM AN OWNER'S TITLE POLICY. IT MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY.
 2. ZERO (0) TO SIX (6) FEET OF SNOW COVER ON DATE OF FIELD INSPECTION.
 3. ONLY VISIBLE IMPROVEMENTS ARE SHOWN.
 4. • DENOTES POINT FOUND. 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 8455".



Continuation of Schedule A

G.F. No. 03-296

All that certain parcel of land lying and being situate within, Section 12, T26N, R15E, N.M.P.M. and within the Maxwell and Grant, Colfax County, New Mexico, being more particularly described as follows:

Commencing at the established corner common to Sections 1 and 12, T26N, R15E, N.M.P.M. and Sections 6 and 7, T26N, R16E, N.M.P.M.;

Thence S 00° 00' 49" E, along the east line of Section 12, 66.00' to a point;

Thence S 89° 56' 46" W 1795.18' to a 1/2" rebar with cap inscribed "LS 8455" marking the northeast corner and point of beginning of the herein described parcel of land said point of beginning also being on the southerly right of way of County Road No. B-9;

Thence running from said point of beginning S 00° 00' 49" E 1169.51' to a 1/2" rebar with cap inscribed "LS 8455";

Thence S 89° 57' 09" W 278.83' to a 1/2" rebar with cap inscribed "LS 8455";

Thence N 00° 00' 49" W 1169.48' to a 1/2" rebar with cap inscribed "LS 8455" on the aforesaid southerly right of way of County Road No. B-9;

Thence N 89° 56' 46" E along said right of way 278.83' to the point of beginning.

TOGETHER with a 30 foot wide non-exclusive easement for ingress and egress leading from the southeast corner of the tract easterly to County Road B-7,

SUBJECT TO: reservations and restrictions of record, and a 30 foot wide easement for ingress and egress along and within the full length of the southern boundary of the tract reserved hereby for the benefit of such adjacent tract or tracts to the west, southwest or south as may be acquired by grantor.

03 NOV - 7 AM 11:48

STATE ENGINEER'S OFFICE
ALBUQUERQUE, NEW MEXICO

C-3296B

WARRANTY DEED

Grant L. Nicholas and Inessa K. Nicholas, husband and wife for consideration paid, grants to Cheryl Ann Hanssen, an unmarried woman whose address is 16336 E. Rice Place, Unit B, Aurora, CO 80015, the following described real estate in Colfax County, New Mexico:

Exhibit "A" Legal Description

SUBJECT TO taxes, reservations in patents, easements, rights of way, leases, covenants and restrictions of record.

WITH WARRANTY COVENANTS.

WITNESS my hand and seal the 30 day of January, 2020.


Grant L. Nicholas


Inessa K. Nicholas

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

)
) ss. Ukraine.....)
) Kyiv Region.....)
) City of Kyiv.....) /ES/
) Embassy of the United States of America...)

The foregoing instrument was acknowledged before me this 30 day of January, 2020, by Grant L. Nicholas and Inessa K. Nicholas, husband and wife.


Notary Public

My Commission Expires:

INDEFINITE

(Seal)

OGMIRIANA V.
IVANOVA SRIRAM
CONSUL
U.S. EMBASSY KYIV



Embassy of the United States of America

Recording (Date - Time): 02/13/20 - 10:54:33 AM
COLFAX COUNTY, NM - Rayetta Trujillo - County Clerk
DOC# 202000432

PAGE: 2 of 3

CERTIFICATE OF ACKNOWLEDGEMENT OF EXECUTION OF AN INSTRUMENT

VENUE

Ukraine.....)
Kyivska Oblast.....)
City of Kyiv.....)
Embassy of the United States.....)

SS:

I, Ogniana V. Ivanova-Sriram, Consul of the U.S. Embassy at Kyiv, Ukraine, duly commissioned and qualified, do hereby certify that on this 30th day of January 2020, before me personally appeared Grant Lee Nicholas, who presented his U.S. passport #562290831 as his identification document, and Inessa Nicholas, who presented her Ukrainian passport #ET323729 as her identification document, and who are known to me to be individuals described in, whose names are subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument they duly acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

(Signature of Consular Officer)

OGNIANA V.
IVANOVA SRIRAM
CONSUL
U.S. EMBASSY KYIV

Exhibit "A" Legal Description

All that certain parcel of land lying and being situated within, Section 12, T26N, R15E, N.M.P.M. and within the Maxwell Land Grant, Colfax County, New Mexico, being more particularly described as follows:

Commencing at the established corner common to Sections 1 and 12, T26N, R15E, N.M.P.M. and Sections 6 and 7, T26N, R16E, N.M.P.M.;

THENCE S 00° 00' 49" E, along the east line of Section 12, 66.00' to a point;

THENCE S 89° 56' 46" W 1795.18' to a 1/2 inch rebar with cap inscribed "LS 8455" marking the northeast corner and point of beginning of the herein described parcel of land said point of beginning also being on the southerly right of way of County Road No. B-9;

THENCE running from said point of beginning S 00° 00' 49" E 1169.51' to a 1/2 inch rebar with cap inscribed "LS8455";

THENCE S 89° 57' 09" W 278.83' to a 1/2" inch rebar with cap inscribed "LS 8455";

THENCE N 00° 00' 49" W 1169.48' to a 1/2" rebar with cap inscribed "LS 8455" on the aforesaid southerly right of way of County Road No. B-9;

THENCE N 89° 56' 46" E along said right of way 278.83' to the point of beginning.

TOGETHER with a 30 foot wide non-exclusive easement for ingress and egress leading from the southeast corner of the tract easterly to County Road B-7,

SUBJECT TO: reservations and restrictions of record and a 30 foot wide easement for ingress and egress along and within the full length of the southern boundary of the tract reserved hereby for the benefit of such adjacent tract or tracts to the west, southwest or south as may be acquired by grantor.

Serving Colfax, Union & Harding Counties
North East Title, Inc.
124 South 2nd St.
Raton, NM 87740
575-445-8411 Fax: 575-445-0522

April 8, 2020

Cheryl Ann Hanssen
PO Box 113
Eagle Nest, NM 87718

Ref: Our File #03-296B

Greetings,

Enclosed herewith please find the following document(s):

1. The **Original Owner's Policy #5011435-0043295e** for Title Insurance.
2. The **Original Warranty Deed as Document Number 202000432**, records of Colfax County, New Mexico.

If you have any questions regarding the enclosed documents, please do not hesitate to contact me and I will be more than happy to assist you. Thank you for choosing North East Title, Inc. and allowing us to be of service to you. We appreciate your business.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy Montoya', with a long horizontal flourish extending to the right.

Kathy Montoya
North East Title, Inc.
Encl.



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011435-0043295e

Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: 03-296B
Loan #: 30020000701

Issued By:

North East Title Inc.
124 South 2nd Street
Raton, NM 87740

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and

without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE B

File No.: 03-296B

Policy No.: 5011435-0043295e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim 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. Community property, survivorship, or homestead rights, if any, of any spouse of the vestee.
6. Water rights, claims or title to water.
7. Taxes for the year 2019, and thereafter, not yet due or payable.
8. ~~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 for value of record the estate or interest or mortgage thereon covered by this commitment.~~
9. In compliance with Subsection D of 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American land title association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured.
10. Mortgage from Cheryl Ann Hanssen to USAA Federal Savings Bank in the amount of \$173,500.00, dated February 12, 2020, filed February 13, 2020 at 10:56:48 A.M., in Document Number 202000433, records of Colfax County, New Mexico.
11. Terms, conditions and reservations as set out in Real Estate Records Book 1, Page 1670 from George P. Cullum Jr. and his wife Kathleen M. Cullem to Michael W. Laverty, a married man as his sole and separate property, dated March 15, 1990, filed March 30, 1990 at 11:34 a.m., records of Colfax County, New Mexico.
12. Right-of Way Easement between Grant Nicholas and Kit Carson Electric Cooperative, Inc., Filed March 29, 2005 at 9:53 a.m., recorded in Real Estate Records Book 16, Page 4565, records of Colfax County, New Mexico.
13. Title to all the oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto heretofore reserved unto and or conveyed by predecessors in title.

**NOTICE OF AVAILABILITY OF FUTURE INCREASE IN COVERAGE AND
POTENTIAL PREMIUM DISCOUNTS FOR FUTURE POLICIES
(NM Form 49)**

(To be attached to all policies issued on one to four family residential properties)

(Name, Address, and Telephone Number of Agency/Insurer)

First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707
(800) 347-7826

A. Notice of Availability of Future Increase in Coverage.

**READ THIS NOTICE TO FAMILIARIZE YOURSELF WITH IMPORTANT INFORMATION
REGARDING YOUR TITLE INSURANCE COVERAGE**

An Owner's Policy may be endorsed to reflect the current value of the estate insured (upon payment of the current basic premium according to the schedule less the amount previously paid for said policy) if the insurer's underwriting standards are met; provided, however, that the effective date of the policy shall remain unchanged and no affirmative coverages or down dates shall be added to the policy.

PLEASE KEEP THIS TITLE INSURANCE POLICY. IT IS AN IMPORTANT LEGAL DOCUMENT. AS YOU REVIEW IT FROM TIME TO TIME, BE AWARE THAT YOU MAY INCREASE YOUR TITLE POLICY AMOUNT IF YOU ADD IMPROVEMENTS, OR IF THE VALUE OF YOUR PROPERTY INCREASES OVER TIME, BY REQUESTING AN INCREASE IN COVERAGE AND PAYING THE APPLICABLE PREMIUMS. THIS WILL NOT CHANGE THE TERMS OF THE POLICY OTHER THAN THE AMOUNT.

B. Notice of Potential Premium Discounts for Future Policies

YOUR TITLE POLICY IS AN IMPORTANT LEGAL DOCUMENT AND SHOULD BE STORED IN A SAFE, SECURE PLACE. YOUR TITLE POLICY MAY ENTITLE YOU TO VALUABLE DISCOUNTS IN THE FUTURE.

New Mexico title insurance premium rates are set every other year or approved by the New Mexico Superintendent of Insurance. These are the rates that must be charged for title insurance policies, title binders, and title policy endorsements by title insurance companies doing business in New Mexico. The Superintendent of Insurance does not regulate other title company charges.

Subject to limited exception, all premiums for title insurance policies are based on the amount of insurance coverage. Larger policies cost more than smaller policies.

In the future, there may be certain discounts from the standard owner's policy rates available to you, if your transaction meets the requirements for any particular discount. These current discounts are summarized below:

Owner Policy Discounts:

Reissue Discount. If you have an existing owner's policy of title insurance on the property when you sell your property, then a discount may apply based upon the age of the prior policy and the amount of the prior policy pursuant to 13.4.6.18 NMAC.

Subdivider/Builder Rate. Subject to certain conditions, if you are the seller of multiple lots within the same subdivision, you may be entitled to a 25% discount off the standard owner's policy rate, pursuant to 13.14.6.20 NMAC and 13.14.9.23 NMAC.

Quick Resale Rate. If you purchase an owner's policy within 30 days of the issuance of a prior policy on the same property, the cost of the new policy is 30% of the standard owner's policy rate, pursuant to 13.14.9.32 NMAC.

Loan Policy Discounts:

General Lender Policy Rate. Loan policies are generally 90% of the cost of the full basic rate of the owner's policy, unless one of the discounts available for loan policies applies, pursuant to 13.14.9.22 NMAC.

Simultaneous Issue Rate. If a lender title policy is issued simultaneously with the issuance of an owner's policy, the cost of the lender policy (up to the face amount of the owner's policy) is \$100.00, pursuant to 13.14.9.30 NMAC.

Refinance Transactions. If you are refinancing an existing mortgage loan, a discount may apply on the new loan policy, pursuant to 13.14.9.35 NMAC and 59A-30-6.1 NMSA.

Second or Subsequent Mortgages. If you produce an owner's policy of title insurance, you may be entitled to a discount called the "subsequent issue" rate, on future transactions involving second or subsequent mortgages pursuant to 13.14.9.36 NMAC.

ON YOUR NEXT TRANSACTION, ASK YOUR ESCROW OFFICER TO CONFIRM THAT YOU HAVE RECEIVED ANY AND ALL DISCOUNTS TO WHICH YOU ARE ENTITLED UNDER NEW MEXICO'S TITLE INSURANCE LAW AND REGULATIONS.

North East Title, Inc. Privacy Notice

North East Title, Inc. provides title insurance related services and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your personal information (as defined herein) is being collected and used.

We pledge that we will take reasonable steps to ensure that your personal information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any personal information collected and/or owned by North East Title, Inc.

Collection and Use of Information

The types of personal information North East Title, Inc. collects may include, among other things (collectively, "Personal information") 1. Contact information (e.g. name, address, phone number, email address); 2. Demographic information (e.g. date of birth, gender, marital status); 3. Social Security number; drivers license number; passport; and other government issued I.D. numbers; and 4. Financial account information.

In the course of business, we may collect personal information about you from the following sources:

- ✓ Applications or other forms we receive from you or your authorized representative,
- ✓ Information about your transactions with or services performed by us, or others and,
- ✓ From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from others.

Information collected by North East Title, Inc. is used for the following main purpose:

- ✓ To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.

When Information is Disclosed by North East Title, Inc.

We may provide your personal information 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, without limitation, may include the following:

- ✓ To agents, brokers, representatives, or others to provide you with services you or they have requested;
- ✓ Third-party contractors or service providers who provide services or perform services on our behalf;
- ✓ To lenders, lien holders, judgement 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;

- ✓ When required by law or in the good-faith belief that such disclosure is necessary to: (1. Comply with a legal process or applicable laws; 2. Enforce this Privacy Notice; 3. Respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third-parties; or 4. Protect the rights, property or personal safety of North East Title, Inc., its users or the public).

We maintain reasonable safeguards to keep Personal Information that is disclosed to us secure.

We require that any disclosed Personal Information and non-Personal Information to others comply with our Privacy Notice or in a similar, industry-standard manner.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the rights, property or personal safety of North East Title, Inc., our customers or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of North East Title, Inc. business and/or assets. We also cannot make any representations regarding the use of transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by a third party or for any actions of any third parties that receive any of the information that is disclosed to us.