LAND TITLE GUARANTEE COMPANY

Date: January 26, 2022

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at PAINTED PRAIRIE FILING 4, Aurora, CO 80014.

If you have any inquiries or require further assistance, please contact THOMAS DAY at (720) 565-6203 or tday@ltgc.com

Chain of Title Documents:

Adams county recorded 08/08/2018 under reception no. 2018000064184

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

(a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;

(b) "Public Records"; those records which impart constructive notice of matters relating to said land;

(c) "Date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;

(e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

(a) Taxes or assessments which 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; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

(c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Mechanic's lien(s), judgment(s) or other lien(s).

(e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as ofthe Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time herinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

(a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: 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 of 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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70746699.11062085 WHICH IS HEREBY CANCELLED

Order Number: RND70746699 **Policy No.:** PIB70746699.14325137

Liability: $50,000.00

Fee: $0.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

CVL CONSULTANTS

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

January 21, 2022 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

PAINTED PRAIRIE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 31/32 INTEREST AND 64TH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 1/32 INTEREST

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 33204, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 38272 IS ASSUMED TO BEAR NORTH 89°43’55” EAST, A DISTANCE OF 2653.35 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 64°16’07” EAST A DISTANCE OF 167.47 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00°16'05" WEST, A DISTANCE OF 170.33 FEET;

THENCE NORTH 19°31'16" EAST, A DISTANCE OF 132.53 FEET;
THENCE NORTH 89°43'55" EAST, A DISTANCE OF 11.00 FEET;
THENCE NORTH 00°16'05" WEST, A DISTANCE OF 112.09 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 19°45'00", AN ARC LENGTH OF 26.20 FEET, THE CHORD OF WHICH BEARS NORTH 10°08'35" WEST, A DISTANCE OF 26.07 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 129°29'59", AN ARC LENGTH OF 135.61 FEET, THE CHORD OF WHICH BEARS NORTH 44°43'55" EAST, 108.53 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 19°45'00", AN ARC LENGTH OF 26.20 FEET, THE CHORD OF WHICH BEARS SOUTH 80°23'35" EAST, A DISTANCE OF 26.07 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 89°43'55" EAST, A DISTANCE OF 405.04 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 169.00 FEET, A CENTRAL ANGLE OF 27°04'26", AN ARC LENGTH OF 79.86 FEET, THE CHORD OF WHICH BEARS SOUTH 76°43'52" EAST, A DISTANCE OF 79.12 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 63°11'39" EAST, A DISTANCE OF 9.52 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS NORTH 71°48'21" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 26°48'21" EAST, A DISTANCE OF 292.36 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS NORTH 18°11'39" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 63°11'39" WEST, A DISTANCE OF 22.24 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 226.00 FEET, A CENTRAL ANGLE OF 27° 05'29", AN ARC LENGTH OF 106.86 FEET, THE CHORD OF WHICH BEARS NORTH 76° 44'23" WEST, A DISTANCE OF 105.87 FEET TO A POINT OF TANGENCY;

SOUTH 89° 42'52" WEST A DISTANCE OF 765.22 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 44°42'52" WEST, A DISTANCE OF 28.28 FEET, TO A POINT OF NON-TANGENCY;

NORTH 00° 17'08" WEST A DISTANCE OF 97.00 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS

SOUTH 45°17'18" EAST, A DISTANCE OF 28.28 FEET, TO A POINT OF TANGENCY;

NORTH 89° 52'52" EAST A DISTANCE OF 765.22 FEET TO POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 283.00 FEET, A CENTRAL ANGLE OF 27° 05'29", AN ARC LENGTH OF 133.81 FEET, THE CHORD OF WHICH BEARS SOUTH 76°44'23" EAST, A DISTANCE OF 132.57 FEET TO A POINT OF TANGENCY;

SOUTH 63° 11'39" EAST A DISTANCE OF 22.21 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°27'44", AN ARC LENGTH OF 23.16 FEET, THE CHORD OF WHICH BEARS NORTH 72°36'25" EAST, A DISTANCE OF 20.93 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1279.00 FEET, A CENTRAL ANGLE OF 26° 57'10", AN ARC LENGTH OF 601.66 FEET, THE CHORD OF WHICH BEARS NORTH 12° 59'22" EAST, A DISTANCE OF 596.13 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°29'13" WEST, A DISTANCE OF 106.28 FEET;

THENCE NORTH 89° 30'47" EAST, A DISTANCE OF 54.00 FEET;

THENCE SOUTH 00° 29'13" EAST, A DISTANCE OF 6.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°29'13" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 89° 30'47" EAST, A DISTANCE OF 1038.63 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 44°30'47" EAST, A DISTANCE OF 28.28 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°29'13" WEST, A DISTANCE OF 253.51 FEET, TO THE SOUTHWESTERLY CORNER OF NORTH LISBON STREET RIGHT OF WAY AS RECORDED IN THE PAINTED PRAIRIE SUBDIVISION FILING NO. 3 SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2021000023545 IN ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 26, 2021;

THENCE NORTH 89°40'58" EAST, A DISTANCE OF 166.00 FEET, ALONG THE SOUTHERLY LINE OF PAINTED PRAIRIE SUBDIVISION FILING NO. 3 SUBDIVISION PLAT RECORDED FEBRUARY 26, 2021 AT RECEPTION NO. **2021000023545**;

THENCE SOUTH 00°29'13" EAST, A DISTANCE OF 1716.87 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89° 46'53", AN ARC LENGTH OF 39.17 FEET, THE CHORD OF WHICH BEARS SOUTH 45° 22'39" EAST, A DISTANCE OF 35.29 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 89°43'55" WEST, A DISTANCE OF 142.62 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10116.00 FEET, A CENTRAL ANGLE OF 02°34'09", AN ARC LENGTH OF 453.60 FEET, THE CHORD OF WHICH BEARS SOUTH 88°26'50" WEST, A DISTANCE OF 453.57 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 87°09'46" WEST, A DISTANCE OF 171.87 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9984.00 FEET, A CENTRAL ANGLE OF 02°34'09", AN ARC LENGTH OF 447.70 FEET, THE CHORD OF WHICH BEARS SOUTH 88°26'50" WEST, A DISTANCE OF 447.66 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°43'55" WEST, A DISTANCE OF 1082.10 FEET, TO THE POINT OF BEGINNING.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

LEGAL DESCRIPTION PREPARED BY:
PATRICK M. STEENBURG
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD
SUITE 240
ENGLEWOOD CO 80112
KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL A WESTWOOD TEAM
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

4. The following documents affect the land:

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. (THIS ITEM WAS INTENTIONALLY DELETED)
4. (THIS ITEM WAS INTENTIONALLY DELETED)
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10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. (THIS ITEM WAS INTENTIONALLY DELETED)
12. (THIS ITEM WAS INTENTIONALLY DELETED)

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70746699.11062085 WHICH IS HEREBY CANCELLED

Order Number: RND70746699 **Policy No.:** PIB70746699.14325137

13. (THIS ITEM WAS INTENTIONALLY DELETED)
14. (THIS ITEM WAS INTENTIONALLY DELETED)
15. (THIS ITEM WAS INTENTIONALLY DELETED)
16. EXISTING LEASES AND TENANCIES, IF ANY.
17. RIGHT OF WAY GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED SEPTEMBER 23, 1955 IN BOOK 570 AT PAGE **462**.

    SAID RIGHT OF WAY WAS LIMITED TO SPECIFIC LOCATIONS BY INSTRUMENT RECORDED MARCH 18, 1975 IN BOOK 1982 AT PAGE **869**.
18. ANY TAX, LIEN, FEE, OR ASSESSMENT APPLICABLE AND ACCRUING AFTER ACQUISITION OF THE SUBJECT PROPERTY BY THE INSURED BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 03, 1972, UNDER RECEPTION NO. **975694**.

    NOTE: ORDER OF EXCLUSION OF REAL PROPERTY RECORDED NOVEMBER 7, 2017 UNDER RECEPTION NO. **2017000098756** PROVIDES THAT THE SUBJECT PROPERTY SHALL BE OBLIGATED FOR THE REPAYMENT OF ITS PROPORTIONATE SHARE OF EXISTING OUTSTANDING INDEBTEDNESS.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE LICENSE AGREEMENT RECORDED APRIL 29, 1992 UNDER RECEPTION NO. 0044197.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED AUGUST 13, 2001 UNDER RECEPTION NO. **C0840999**.

    ANNEXATION PLAT RECORDED AUGUST 1, 2001 UNDER RECEPTION NO. **C0835824**.

    FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED SEPTEMBER 20, 2007 UNDER RECEPTION NO. **2007000089763** AND JULY 24, 2008 UNDER RECEPTION NO. **2008000059433**.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REZONING ORDINANCE RECORDED AUGUST 20, 2007 UNDER RECEPTION NO. **2007000079859**.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN PAINTED PRAIRIE FRAMEWORK DEVELOPMENT PLAN RECORDED JANUARY 28, 2008 UNDER RECEPTION NO. **2008000006563**.
23. ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE E 1/2 AND THE SW 1/4 OF SECTION 11, AND THE EXCLUSIVE RIGHT TO PROSPECT AND MINE FOR THE SAME, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF THE COAL FROM THE SAME AS RESERVED IN DEED FROM THE UNION PACIFIC RAILWAY COMPANY RECORDED JANUARY 14, 1881, IN BOOK 647 AT PAGE **544**.

    NOTE: QUITCLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE **281**.

    NOTE: RELEASE AND QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED NOVEMBER 23, 1998 UNDER RECEPTION NO. **C0470914**.

    NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT IN CONNECTION THEREWITH RECORDED MAY 20, 2002 UNDER RECEPTION NO. **C0971435**.

    NOTE: RELINQUISHMENT AND QUITCLAIM RECORDED JULY 27, 2018 UNDER RECEPTION NO.

2018000060752.

24. EASEMENT AND RIGHT OF WAY GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED MAY 12, 1978 IN BOOK 1662 AT PAGE 694.

25. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO FOR A PERPETUAL EASEMENT FOR THE TRANSMISSION, DISTRIBUTION OR BOTH, OF ELECTRICITY AND FOR THE TRANSMISSION OF COMMUNICATION SIGNALS ON, OVER, UNDER AND ACROSS THE SOUTH 110 FEET OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 20, 1967 IN BOOK 1396 AT PAGE 6.

    LICENSE BY AND BETWEEN PUBLIC SERVICE COMPANY OF COLORADO AND COLORADO INTERSTATE GAS COMPANY, A DELAWARE CORPORATION IN CONNECTION THEREWITH RECORDED MAY 27, 1980 IN BOOK 2459 AT PAGE 75.

26. RESERVATION OF WATER RIGHTS AS SET FORTH IN DEED RECORDED OCTOBER 04, 1984 IN BOOK 2924 AT PAGE 57.

27. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE METROPOLITAN DISTRICTS NO'S 1 THROUGH 6, AS EVIDENCED BY INSTRUMENTS RECORDED MAY 24, 2006, UNDER RECEPTION NOS. 20060524000534590, 20060524000534600, 20060524000534610, 20060524000534620, 20060524000534630 AND 20060524000534640 AND FEBRUARY 20, 2009 UNDER RECEPTION NO. 2009000012079 AND RECORDED JULY 20, 2017 UNDER RECEPTION NO. 2017000062324 AND 2017000062325.

    NOTICES IN CONNECTION THEREWITH RECORDED JANUARY 17, 2018 UNDER RECEPTION NO. 2018000004822 AND DECEMBER 14, 2021 UNDER RECEPTION NO. 2021000145009.

    RESOLUTION OF THE BOARD OF DIRECTOS OF THE PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1 CONCERNING THE IMPOSITION OF A PARK AND REC FEE RECORDED NOVEMBER 12, 2021 UNDER RECEPTION NO. 2021000133144.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRAINAGE AND UTILITY EASEMENT RECORDED MARCH 01, 2016 UNDER RECEPTION NO. 2016000015739.

29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SLOPE EASEMENT RECORDED MARCH 01, 2016 UNDER RECEPTION NO. 2016000015740.

30. NOTES ON THE INFRASTRUCTURE SITE PLAN HIGH POINT AT DIA COMMERCIAL SITE OFFSITE ROADWAY IMPROVEMENTS RECORDED JULY 25, 2016 UNDER RECEPTION NO. 2016000059532.

31. OIL, GAS AND OTHER MINERALS CONVEYED TO 64TH MINERALS, LLC BY THE DEED RECORDED JULY 6, 2017 UNDER RECEPTION NO. 2017000057914, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

    RELINQUISHMENT OF SURFACE RIGHTS AND NONDISTURBANCE AGREEMENT IN AGREEMENT IN CONNECTION THEREWITH RECORDED AUGUST 8, 2018 UNDER RECEPTION NO. 2018000064185 AND 2018000064186.

32. OIL AND GAS LEASE BETWEEN BISON OIL & GAS, LLC AND 64TH MINERALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JULY 07, 2017 UNDER RECEPTION NO. 2017000058235 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

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

CORRECTION OF LEGAL DESCRIPTION OF OIL AND GAS LEASE RECORDED AUGUST 22, 2017 UNDER RECEPTION NO. **2017000073408**.

33. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 18, 2018, UNDER RECEPTION NO. **2018000005594**.

    (THIS ITEM WAS INTENTIONALLY DELETED)

34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 18, 2018, UNDER RECEPTION NO. **2018000005593**.

35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. **2018000025943**.

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRAINAGE EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. **2018000025944**.

37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SLOPE EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. **2018000025945**.

38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY EASEMENT RECORDED MARCH 30, 2018 UNDER RECEPTION NO. **2018000025946**.

39. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. **2018000039611**.

40. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. **2018000039612**.

41. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. **2018000039613**.

42. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 16, 2018 UNDER RECEPTION NO. **2018000039614**.

43. OIL, GAS AND OTHER MINERALS CONVEYED TO 64TH MINERALS LLC, A COLORADO LIMITED LIABILITY COMPANY BY DEED RECORDED JULY 24, 2018 UNDER RECEPTION NO. **2018000059513**.

44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PAINTED PRAIRIE INFRASTRUCTURE SITE PLAN 1 RECORDED AUGUST 8, 2018 UNDER RECEPTION NO. **2018000064172**.

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED DECEMBER 26, 2019 UNDER RECEPTION NO. **2019000113829**.

46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED DECEMBER 26, 2019 UNDER RECEPTION NO. **2019000113830**.

47. MINERAL DEED RECORDED FEBRUARY 6, 2020 UNDER RECEPTION NO. **2020000011990**

48. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED MARCH 06, 2020 UNDER RECEPTION NO. **2020000021962**.

    FIRST AMENDMENT SEPTEMBER 22, 2020 UNDER RECEPTION NO. **2020000095048**.

49. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED OCTOBER 06, 2020 UNDER RECEPTION NO.

2020000101576.

50. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED OCTOBER 06, 2020 UNDER RECEPTION NO. **2020000101577**.

51. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PAINTED PRAIRIE MASTER PLAN RECORDED NOVEMBER 3, 2020 UNDER RECEPTION NO. **2020000113478**.

52. TERMS, CONDITIONS AND PROVISIONS OF PAINTEDD PRAIRIE METROPOLITAN DISTRICT NO. 1 DISCLOSURE TO PURCHASERS RECORDED JANUARY 14, 2021 UNDER RECEPTION NO. **2021000004841**.

53. RESERVATION OF MINERAL RIGHTS AS SET FORTH IN SPECIAL WARRANTY DEED BY AND BETWEEN 64TH HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND PAINTED PRAIRIE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED AUGUST 8, 2018 UNDER RECEPTION NO. **2018000064184**.

    RELINQUISHMENT OF SURFACE RIGHTS AND NONDISTURBANCE AGREEMENT IN CONNECTION THEREWITH RECORDED AUGUST 8, 2018 UNDER RECEPTION NOS. **2018000064185** AND **2018000064186**.

54. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED OCTOBER 01, 2021 UNDER RECEPTION NO. **2021000116910**.

55. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED OCTOBER 01, 2021 UNDER RECEPTION NO. **2021000116912**.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF $125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.