Fidelity National Title
NATIONAL COMMERCIAL SERVICES

8055 E Tufts Ave, #300
Denver, CO 80237
Phone: (303) 291-9977

DATE: **October 28, 2019**
FILE NUMBER: **100-N0024058-020-LM1**, Amendment No. **4**
PROPERTY ADDRESS: **14800 East Belleview Drive**, **Aurora, CO**
BUYER/BORROWER: **PFP Hillcrest Aurora Holdings, LLC, a Delaware limited liability company**
YOUR REFERENCE NUMBER: **9016591**
ASSESSOR PARCEL NUMBER: **2073-18-1-25-003 2073-18-1-25-004 2073-18-1-25-005 2073-18-1-25-006**

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO:	**Escrow Officer**	**ATTN:**	**Lindsey Mann**
		PHONE:	**(720) 200-1227**
		FAX:	**(303) 633-7624**
		E-MAIL:	**lindsey.mann@fnf.com**
	Escrow Assistant	**ATTN:**	**Tiffany Gilbert**
		PHONE:	**(303) 291-9844**
		E-MAIL:	**tiffany.gilbert1@fnf.com**
	Title Officer	**ATTN:**	**Noreen Behringer**
		PHONE:	**(303) 889-8094**
		E-MAIL:	**nbehringer@fnf.com**
	Sales Executive	**ATTN:**	**NCS Sales**
		E-MAIL:	
	Sales Executive 2	**ATTN:**	**None**
		E-MAIL:	
TO:	**PFP Hillcrest Aurora Holdings, LLC, a Delaware limited liability company 4380 La Jolla Village Dr STe 250 San Diego, CA 92122**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Jennifer Barry** **jbarry@pathfinderfunds.com**
TO:	**FIRSTBANK, A COLORADO STATE BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS 1707 Main St. Longmont, CO 80501**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Maura/Stacy and/or Jodi Billstone** **9016591** **(303) 684-6937** **(000) 000-0000** **clordering@efirstbank.com**
TO:	**Lewis Roca Rothgerber Christie LLP 1200 17th Street, Suite 3000 Denver, CO 80202-5855**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Emily Charlesworth** **echarlesworth@lrrc.com**

TO:	**Lewis Roca Rothgerber Christie LLP** **1200 17th Street, Suite 3000** **Denver, CO 80202-5855**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Angie Groves, Paralegal** **(303) 628-9613** **(303) 623-9222** **AGroves@lrrc.com**
TO:	**Lewis Roca Rothgerber Christie LLP** **1200 17th Street, Suite 3000** **Denver, CO 80202-5855**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Christopher Liffrig** **cliffrig@lrrc.com**
TO:	**FIRSTBANK** **1707 Main St.** **Longmont, CO 80501**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Stacy Young** **(303) 684-6937** **(000) 000-0000** **stacy.young@efirstbank.com**
TO:	**FIRSTBANK** **1707 Main St.** **Longmont, CO 80501**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Bethany Houchin** **(303) 684-6937** **(000) 000-0000** **bethany.houchin@efirstbank.com**
TO:	**FIRSTBANK** **1707 Main St.** **Longmont, CO 80501**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Jeff King** **(303) 684-6937** **(000) 000-0000** **jeff.king@efirstbank.com**
TO:	**National Commercial Services Main** **8055 E Tufts Ave** **#300** **Denver, CO 80237**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Lindsey Mann** **(303) 291-9977** **(303) 633-7720** **lindsey.mann@fnf.com**

END OF TRANSMITTAL

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By: _____

Darren Hone
Authorized Signature

Fidelity National Title Insurance Company

By: _____

ATTEST — President

_____ Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "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 to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.

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(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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AMERICAN LAND TITLE ASSOCIATION

Transaction Identification Data for reference only:

Issuing Agent:	Fidelity National Title, National Commercial Services
Issuing Office:	950 S Cherry St, #1414, Denver, CO 80246
Loan ID Number:	
Issuing Office File Number:	100-N0024058-020-LM1, Amendment No. 4
Property Address:	14800 East Belleview Drive, Aurora, CO
Revision Number:	Amendment No. 4, Amendment Date: October 28, 2019

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **October 21, 2019**
2. Policy to be issued:
   (a) None

   Proposed Insured:

   Proposed Policy Amount:

   (b) ALTA Loan Policy 6-17-06

   Proposed Insured: FIRSTBANK, A COLORADO STATE BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS

   Proposed Policy Amount: **$**16,000,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:

   FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:

   PFP Hillcrest Aurora Holdings, LLC, a Delaware limited liability company
5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A
(Continued)

PREMIUMS:

Lenders Policy	12,404.00
Deletions of 1-3	75.00
Tax Certificate (4)	72.00
ALTA 9-06 - CCRs, Encroachments, Minerals (LN)	2,000.00
ALTA 28-06 (Form 103.1) - Damage to or forced removal of improvements due to exercise of easement (LN)	50.00
ALTA 3.1-06 (CLTA 123.2-06) - Zoning - Completed Structure (LN)	2,000.00
ALTA 8.2-06 (CLTA 110.9.1-06) - Environmental Lien - Commercial (LN)	1,000.00
ALTA 17-06 (CLTA 103.11) - Access and Entry (LN)	500.00
ALTA 18.1-06 - Multiple Tax Parcel (LN)	250.00
ALTA 25-06 - Same as Survey (LN)	1,000.00
ALTA 26-06 (CLTA 116.8) - Subdivision (LN)	250.00
ALTA 37-06 (CLTA 104-06) - Assignment of Leases (Lender)	100.00
ALTA 39-06 - Policy Authentication (LN)	0.00
Form 100.33 - Patent (LN)	100.00

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
LEGAL DESCRIPTION

Lots 3 and 4, Block 1,
Shalom Park Subdivision Filing No. 3, recorded May 17, 2017 at Reception No. D7055577, Plat Book 506, Page 28, of the Records of the Arapahoe County Clerk and Recorder, County of Arapahoe, State of Colorado.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B

PART I – REQUIREMENTS

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

Amount:	$13,500,000.00
Trustor/Grantor:	PFP Hillcrest Aurora Holdings, LLC, a Delaware limited liability company
Trustee:	Public Trustee of Arapahoe County
Beneficiary:	FirstBank
Recording Date:	June 6, 2017
Recording No:	Reception No. D7063272

Assignment of Leases and Rents:

Recording Date:	June 6, 2017
Recording No.:	Reception No. D7063273

Notice by Disburser:

Recording Date:	June 6, 2017
Recording No.:	Reception No. D7063275

e. Furnish for recordation a termination statement terminating the financing statement described below

Debtor:	PFP Hillcrest Aurora Holdings, LLC
Secured Party:	FirstBank
Recording Date:	June 6, 2017
Recording No:	Reception No. D7063274

f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: PFP Hillcrest Aurora Holdings, LLC, a Delaware limited liability company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member **(*Company is in receipt of said Operating Agreement)***

b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created **(*Company is in receipt of said COGS)***

c) Recordation of a Statement of Authority

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SCHEDULE B
PART I – Requirements
(Continued)

d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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

g. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.

h. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

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): PFP Hillcrest Aurora Holdings, LLC, a Delaware limited liability company

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

NOTE: The affidavit form provided to parties includes the proposed survey information as to requirement (j) below.

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.

NOTE: Upon receipt of the executed affidavit, as proposed, including the survey information as to 'changes' the above requirement will then be satisfied.

k. In consideration of the issuance of ALTA Endorsement 3.1-06, the Company must receive a letter from the appropriate governing authority providing the following information with respect to the Land:

1) Zoning designation

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SCHEDULE B
PART I – Requirements
(Continued)

2) Allowed uses
3) Parking requirements
4) Acknowledgment that the Land is in compliance with current zoning and/or referencing any known zoning violations. And, if there are any violations, addressing the variances which may have been granted in connection therewith.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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: Upon all requirements met standard exceptions 1-3 and 5 will not be shown in final policy when issued. Endorsement requests for ALTA 25 and 17 will reflect the information contained in the 2017 survey provided and the ALTA 28 will be restricted to the 2017 date.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.

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

   NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

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

9. RIGHT OF WAY FOR DITCHES AND CANALS AS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT DATED MARCH 30, 1891, PATENT NO. 14807.

10. RESERVATION BY THE UNITED STATES OF AMERICA IN DEED RECORDED JULY 15, 1957 IN BOOK 1023 AT PAGE 101 WHICH STATES AS FOLLOWS:

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SCHEDULE B
PART II – Exceptions
(Continued)

EXCEPTING AND RESERVING UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE OWNERSHIP IN FEE OF ALL OIL, GAS OR OTHER HYDROCARBONS, IN OR UNDER THE ABOVE DESCRIBED PREMISES, TOGETHER WITH THE EXCLUSIVE RIGHT TO ENTER UPON SAID LAND TO MINE, EXPLORE, DRILL FOR, EXTRACT AND PRODUCE ANY AND ALL OF SAID MINERALS BY ALL REASONABLE MEANS CONSISTENT WITH THE EDUCATIONAL, PUBLIC HEALTH AND RESEARCH UTILIZATION OF SAID LAND BY THE GRANTEE HEREUNDER.

11. EASEMENT GRANTED TO SHALOM PARK, A COLORADO NON-PROFIT CORPORATION, FOR DRAINAGE IMPROVEMENTS AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 05, 1991, IN BOOK 6291 AT PAGE 564.

12. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF GENERAL DEVELOPMENT PLAN/PRELIMINARY DEVELOPMENT PLAN, AN AMENDMENT TO THE "SOUTHEAST PLAZA" GDP RECORDED SEPTEMBER 11, 2000 AT RECEPTION NO. B0115718.

13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PIONEER HILLS SUBDIVISION FILING NO. 1, RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. 1198264.

14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 19, 2001, UNDER RECEPTION NO. B1198267.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF TUIC'S APPROVAL RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. B1198268.

16. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF AIR RIGHTS COVENANT RECORDED MARCH 10, 1988 IN BOOK 5385 AT PAGE 352.

17. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF ORDINANCE NO. 85-102 RECORDED APRIL 20, 1988 IN BOOK 5414 AT PAGE 331.

18. EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF SHALOM PARK SUBDIVISION FILING NOS. 1 AND 2 RECORDED AUGUST 8, 1991 AT RECEPTION NO. 9165520 (PLAT BOOK 104, PAGE 48) AND OCTOBER 11, 1995 AT RECEPTION NO. D106963 (PLAT BOOK 124, PAGE 13).

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SCHEDULE B
PART II – Exceptions
(Continued)

NOTE: QUITCLAIM DEEDS RECORDED JULY 19, 2011 AT RECEPTION NOS. 1068011 AND 1067792.

19. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF AGREEMENT RECORDED DECEMBER 10, 1993 IN BOOK 7206 AT PAGE 248.

20. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF AGREEMENT RECORDED DECEMBER 10, 1993 IN BOOK 7300 AT PAGE 655.

21. TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REVOCABLE LICENSE RECORDED AUGUST 31, 1993 IN BOOK 7108 AT PAGE 463.

22. TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SITE PLAN FOR THE COTTAGES AT SHALOM PARK RECORDED FEBRUARY 03, 1995 UNDER RECEPTION NO. 11850 AND AMENDMENT THERETO RECORDED AUGUST 8, 1995 UNDER RECEPTION NO. 79829.

23. EASEMENT GRANTED TO THE CITY OF AURORA, COLORADO, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES AND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 07, 1995, IN BOOK 7981 AT PAGE 412.

24. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1995, UNDER RECEPTION NO. A127746.

25. TERMS, CONDITIONS, RESTRICTIONS AND PROVISIONS OF ORDINANCE APPROVAL OF GENERAL DEVELOPMENT PLAN RECORDED FEBRUARY 7, 2013 AT RECEPTION O. 3016299. (NO RECORDATION OF ACTUAL MAP/PLAN WAS LOCATED OF RECORD SINCE SUCH ORDINANCE)

26. The following matters as shown on survey, covering anticipated land to be insured and other lands, prepared by Harris Kocher Smith, Job No. 170305, dated May 1, 2017 and last revision May 24, 2017:

    (a) The fact the sidewalk on the southwest boundary traversing in and off the land, as shown thereon.
    (a) Encroachment of parking stalls onto adjacent land on the southeast as shown.
    (b) Public utilities as shown thereon and not lying within a found recorded easement(s).

27. EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF SHALOM PARK SUBDIVISION FILING NO. 3 RECORDED MAY 17, 2017 AT RECEPTION No. D7055577, Plat Book 506, Page 28.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B
PART II – Exceptions
(Continued)

28. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

    Recording Date: June 5, 2017
    Recording No: Reception No. D7063269

29. Any taxes or assessments by reason of the inclusion of the Land in the Belleview Place Metropolitan District, as evidenced by instrument recorded June 26, 2018 at Reception No. D8062326.

30. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement as set forth below:

    Recording Date: September 5, 2017
    Recording No.: Reception No. D7101740

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened**. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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- demographic information (*e.g.,* date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information); and
- other personal information necessary to provide products or services to you.

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- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected
We may collect Personal Information about you from:
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- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
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- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

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