



DATE: July 6, 2020

FILE NUMBER: 100-N0022345-020-LM1, Amendment No. 3

PROPERTY ADDRESS: Picadilly Road and 6th Avenue, Aurora, CO

BUYER/BORROWER: GB Capital, LLC, a Colorado limited liability company

OWNER(S): Aurora One Real Estate, LP, a Texas limited partnership

ASSESSOR PARCEL NUMBER: 031345871 033946545 031345855 033946561 033946600

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: Darrin Kunselman PHONE: (720) 200-1233 E-MAIL: darrin.kunselman@fnf.com
Sales Executive	ATTN: Robert Masten E-MAIL: robert.masten@fnf.com
TO: GB Capital, LLC, a Colorado limited liability company PO Box 101504 Denver, CO 80250	ATTN: Geoffrey Babbitt PHONE: (303) 901-1414 FAX: E-MAIL: Geoff@gbcapitalllc.com
TO: Aurora One Real Estate, LP, a Texas limited partnership	ATTN: Edward Scott PHONE: FAX: E-MAIL: eddie@greenwaysofamarillo.com
TO: Argus Self Storage Sales Network 2993 S. Peoria St Ste 105 Aurora, CO 80014	ATTN: Ben Vestal PHONE: (303) 317-6469 FAX: E-MAIL: bvestal@argus-realestate.com
TO: CBRE - DTC 5455 Landmark Pl. C102 Greenwood Village, CO 80111	ATTN: Frank Kelley PHONE: FAX: E-MAIL: Frank.Kelley@cbre.com

<b>TO:</b>	<b>Himmelman Law LLC 1302 Sherman Street Suite 100 Denver, CO 80203-2247</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>John Himmelman (303) 744-8349 (000) 000-0000 johnwhimmelman@msn.com</b>
<b>TO:</b>	<b>Aurora One Real Estate,</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Tommy Stafford   tommys@greenwaysofamarillo.com</b>
<b>TO:</b>	<b>Argus Self Storage Sales Network 2993 S. Peoria St Ste 105 Aurora, CO 80014</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Amy Hitchingham   amy@argus-realestate.com</b>
<b>TO:</b>	<b>National Commercial Services Colorado 8055 E. Tufts Ave. Suite 300 Denver, CO 80237</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Darren Hone, SVP (000) 000-0000 (000) 000-0000 darren.hone@fnf.com</b>
<b>TO:</b>	<b>National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>	<b>Lindsey Mann (303) 291-9977 (303) 633-7720 lindsey.mann@fnf.com</b>

**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:

John Miller  
Authorized Signature



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.*



## 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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**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity National Title, National Commercial Services  
 Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237  
 Loan ID Number:  
 Issuing Office File Number: 100-N0022345-020-LM1, Amendment No. 3  
 Property Address: Picadilly Road and 6th Avenue, Aurora, CO  
 Revision Number: Amendment No. 3, Amendment Date: July 6, 2020

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **July 1, 2020**
2. Policies to be Issued:
 

	Policy Amount
(a) ALTA Owners Policy 6-17-06	\$16,000,000.00
<b>GB Capital, LLC, a Colorado limited liability company</b>	
(b) None	\$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 

**A Fee Simple**
4. The Title is, at the Commitment Date, vested in:
 

Aurora One Real Estate, LP, a Texas limited partnership
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:

Owners Policy	12,404.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
Tax Certificate	90.00
Form 100.31	2,000.00
100.33	100.00

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## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land located in the North Half of Section 12, Township 4 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the Northwest corner of said Section 12;  
 Thence S 00°31'13" E along the Westerly line of said Section 12, a distance of 30.00 feet to a point on the Southerly right-of-way line of East 6<sup>th</sup> Avenue;  
 Thence N 89°17'33" E along said Southerly right-of-way line, a distance of 30.00 feet to the Easterly right-of-way of Piccadilly Road, said point being the Point of Beginning;  
 Thence N 89°17'33" E along the Southerly right-of-way line of East 6<sup>th</sup> Avenue, a distance of 2622.79 feet to a point on the Easterly line of the Northwest Quarter of Section 12;  
 Thence N 89°16'37" E along said Southerly right-of-way line, a distance of 1327.04 feet;  
 Thence S 00°22'21" E along the Easterly line of the Northwest Quarter of the Northeast Quarter of said Section 12, a distance of 352.72 feet to a point on the Westerly right-of-way line of E-470 as recorded at [Reception No. A8173498](#);

Thence along said Westerly right-of-way the following nine (9) courses:

190.50 feet along the arc of a non-tangent curve to the right having a radius of 549.41 feet, a central angle of 19°51'58" and a chord which bears S 24°01'29" W, a distance of 189.55 feet  
 Thence S 33°57'28" W, a distance of 1604.46 feet;  
 Thence 321.04 feet along the arc of a curve to the left having a radius of 689.41 feet, a central angle of 26°40'50" and a chord which bears S 20°37'03" W, a distance of 318.14 feet;  
 Thence S 89°42'12" W, a distance of 227.87 feet;  
 Thence S 00°25'36" E along the Easterly line of the Northwest Quarter of said Section 12, a distance of 60.00 feet;  
 Thence S 89°42'12" W, a distance of 20.00 feet;  
 Thence S 00°25'36" E, a distance of 100.00 feet;  
 Thence N 89°42'12" E, a distance of 20.00 feet;  
 Thence S 00°25'36" E along the Easterly line of the Northwest Quarter of said Section 12, a distance of 315.83 feet to the Southwest corner of the Northwest Quarter of said Section 12;

Thence S 89°21'51" W along the Southerly line of the Northwest Quarter of Section 12, a distance of 1050.00 feet to a point on the Easterly line of a parcel of land recorded in [Book 2909 at Page 576](#);  
 Thence along the Easterly and Northerly line of said parcel recorded in [Book 2909 at Page 576](#) the following two (2) courses:

N 23°08'19" W, a distance of 1209.75 feet;  
 Thence N 79°34'36" W, a distance of 1123.69 feet to a point on the Easterly right-of-way line of Piccadilly Road;

Thence N 00°31'13" W along said Easterly right-of-way, a distance of 200.00 feet;  
 Thence along the Southerly, Easterly and Northerly line of a parcel of land recorded in [Book 4230 at Page 187](#) the following three (3) courses:

N 89°17'33" E, a distance of 1019.11 feet;  
 Thence N 00°31'13" W, a distance of 210.29 feet;  
 Thence S 89°17'33" W, a distance of 1019.11 feet to a point on the Easterly right-of-way line of Piccadilly Road;

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**EXHIBIT A**  
(Continued)

Thence N 00°31'13" W along said Easterly right-of-way line, a distance of 868.00 feet to the Point of Beginning, County of Arapahoe, State of Colorado.

EXCEPT any portion conveyed in Rule and Order recorded March 26, 2019 at [Reception No. D9025659](#), Arapahoe County Records.

Bearings are based on the North line of the Northwest Quarter of Section 12, Township 4 South, Range 66 West of the Sixth Principal Meridian bearing N 89°17'33" E, being monumented by a found 3 ¼ inch aluminum cap in range box LS#28257 at the Northwest corner of Section 12, and a found 3 ¼ inch aluminum cap 3 inches below the surface LS#28257 at the North Quarter corner of Section 12

Legal Description prepared by:  
Richard A. Nobbe, PLS  
For and on behalf of:  
Martin/Martin, Inc.  
12499 West Colfax Avenue,  
Lakewood, CO 80215

**Please see requirements for confirmation of legal to be insured hereunder.**

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## 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: \$5,075,000.00  
 Trustor/Grantor: Aurora One Real Estate, LP, a Texas limited partnership  
 Trustee: Public Trustee of Arapahoe County  
 Beneficiary: Professors Fund V, LLC, a California limited liability company  
 Dated Date: December 14, 2007  
 Recording Date: December 18, 2007  
 Recording No.: [Reception No. B7157825](#)

Transfer of Note and Assignment of Deed of Trust:  
 Recording Date: September 19, 2008  
 Recording No.: [Reception No. B8104997](#)

Renewal, Extension and Modification Agreement:  
 Recording Date: September 24, 2008  
 Recording No.: [Reception No. B8106671](#)

Modification of Deed of Trust:  
 Recording Date: June 6, 2011  
 Recording No.: [Reception No. D1052817](#)

Subordination Agreement:  
 Recording Date: May 30, 2017  
 Recording No.: [Reception No. D7059490](#)

**Note:** The above required release must be accompanied by the original deed of trust and security documents (notes) marked "Paid In Full." The Public Trustee will not accept said release without the requested evidence being presented unless the lender qualifies to give the Release without presentation of the original evidence of debt as provided for under Colorado Revised Statutes.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

- e. 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 limited partnership named below:

Name: **Aurora One Real Estate, LP, a Texas limited partnership**

- a) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

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

- f. Recordation of Statement of Authority for Aurora One Real Estate, LP, a Texas limited partnership pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- g. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- h. 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: The above is also necessary to establish the confirmed legal to be insured hereunder as the legal description was not provided and we have included all owned property in that area by selling party pending further confirmation from parties.**

- 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): **Aurora One Real Estate, LP, a Texas limited partnership**

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

- j. The Company will require the following documents for review prior to the issuance of any title insurance

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: **GB Capital, LLC, a Colorado limited liability company**

- a) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- k. 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. (if any)

**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.

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**END OF REQUIREMENTS**

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## 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: The above exception will not appear on policies where closing and settlement has been performed by the Company.

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. Reservations contained in the Patent:

From: The United States of America  
 To: Michael W. Davis  
 Recording Date: April 18, 1895  
 Recording No.: [COCOA No. 073028](#), BLM Records

Which among other things recites as follows:

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

(Affirmative protection will be provided by Colorado endorsement form 100.33)

10. Reservations contained in the Patent:

From: The United States of America  
To: Michael W. Davis  
Recording Date: December 12, 1890  
Recording No.: [COCOA No. 072962](#), BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

(Affirmative protection will be provided by Colorado endorsement form 100.33)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: American Telephone and Telegraph Company  
Purpose: Telephone and Telegraph Lines and Fixtures  
Recording Date: March 19, 1929  
Recording No.: [Book 278 Page 324](#)

12. Any taxes or assessments by reason of the inclusion of the Land in the Sable-Altura Fire Protection District:

Recording Date: October 5, 1972  
Recording No.: [Book 2064 Page 548](#)

Order of Court Excluding Certain Territory from the Sable Altura Fire Protection District:

Recording Date: October 18, 1996  
Recording No.: [Reception No. A6134319](#)

13. Terms, conditions, provisions, agreements and obligations contained in the School Site Agreement as set forth below:

Recording Date: March 6, 1991

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

Recording No.: [Book 6108 Page 106](#)

14. Terms, conditions, provisions, agreements and obligations contained in the General Development Plan Nevin - Ringsby Properties as set forth below:

Recording Date: March 12, 1991  
Recording No.: [Reception No. 91-17848](#)

15. Intentionally Deleted

16. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: March 25, 1991  
Recording No.: [Book 6118 Page 207](#)

17. Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: May 7, 1991  
Recording No.: [Book 6150 Page 787](#)

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: U S West Communications, Inc., a Colorado corporation  
Purpose: Telecommunications Facilities  
Recording Date: July 22, 1993  
Recording No.: [Book 7042 Page 228](#)

19. Any taxes or assessments by reason of the inclusion of the Land in the E-470 Public Highway Authority:

Recording Date: December 19, 1995  
Recording No.: [Reception No. A5133863](#)

Amendment to Certificate of Organization for the E-470 Public Highway Authority:

Recording Date: December 19, 1995  
Recording No.: [Reception No. A5133865](#)

20. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order as set forth below:

Recording Date: October 30, 1998  
Recording No.: [Reception No. A8173498](#)

21. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2000-114 as set forth below:

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

Recording Date: December 6, 2000  
Recording No.: [Reception No. B0157887](#)

22. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 25, 2017  
Recording No.: [Reception No. D7058596](#)

NOTE:(Issuance of Colorado form 100.31 is conditioned upon a satisfactory Affidavit and Indemnity from Lessor evidencing that no rights have been granted to the Lessee or any other third party as it related to the surface of the land.)

23. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 30, 2017  
Recording No.: [Reception No. D7059400](#)

Note:(Issuance of Colorado form 100.31 is conditioned upon a satisfactory Affidavit and Indemnity from Lessor evidencing that no rights have been granted to the Lessee or any other third party as it related to the surface of the land.)

24. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order as set forth below:

Recording Date: March 26, 2019  
Recording No.: [Reception No. D9025659](#)

25. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by the survey prepared by Ware Malcomb dated August 21, 2019, Job No.DCS19-4081

- a) Encroachment of asphalt and fence approx. 8.5 feet, as delineated as Area of Concern and as described under General Note 18.

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

26. All interest in all oil, gas and other mineral rights as reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Recording Date: \_\_\_\_\_, 2019  
Recording No.: Reception No. \_\_\_\_\_

NOTE: (Issuance of Colorado form 100.31 is conditioned upon satisfactory evidence to the Company related to relinquishment of surface rights by Aurora One Real Estate, L.P. a Texas limited partnership, or its assigns)

27. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:

Recording Date: April 15, 2020  
Recording No.: [Reception No. E0045368](#)

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**END OF EXCEPTIONS**

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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>

## **FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- 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.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- 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:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- 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;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see **“Choices With Your Information”** to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or

(2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer