



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Customer Distribution

Our Order Number: ABC70582496-3

Date: 06-03-2022

Property Address: E-470 & 6TH AURORA

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

CVL CONSULTANTS
Attention: BILL HESSELBACH
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
720-249-3545 (work)
bhesselbach@cvl-denver.com
Delivered via: Electronic Mail

WESTWOOD
Attention: TOM ODLE
tom.odle@westwoodps.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC70582496-3

Date: 06-03-2022

Property Address: E-470 & 6TH AURORA

Buyer/Borrower:

Seller: MELCOR E470 LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$421.00
TBD - TBD Income	-\$421.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$0.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70582496-3

Customer Ref-Loan No.:

Property Address:

E-470 & 6TH AURORA

1. Effective Date:

05-27-2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00

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

A FEE SIMPLE

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

MELCOR E470 LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND, BEING A PART OF THE EAST HALF OF THE EAST 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:
A PARCEL OF LAND, BEING A PART OF THE EAST HALF OF THE EAST 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 SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 12, MONUMENTED BY A NUMBER 6 REBAR WITH A 2.5 INCH ALUMINUM CAP STAMPED WESTERN STATES PLS 24960, FROM WHICH THE SOUTH SIXTEENTH CORNER, COMMON TO SAID SECTION 12, AND SECTION 7, TOWNSHIP 4 SOUTH, RANGE 65 WEST, SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 2 INCH ALUMINUM CAP, IN A RANGE BOX, STAMPED LS 28649, IS ASSUMED TO BEAR NORTH 89°29'51" EAST, A DISTANCE OF 1323.06 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°22'50" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 26.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST BAYAUD AVENUE, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER IN BOOK 1436 AT PAGE 435, AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING ELEVEN (11) COURSES:

1. ALONG SAID WEST LINE, NORTH 00°22'50" WEST, A DISTANCE OF 753.06 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY E-470;

THENCE THE FOLLOWING FIVE (5) COURSES TO FOLLOW SAID EASTERLY RIGHT OF WAY LINE:

2. NORTH 26°46'35" EAST, A DISTANCE OF 274.17 FEET, TO A POINT OF CURVATURE;

3. NORTHEASTERLY A DISTANCE OF 114.80 FEET, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1235.92 FEET, A CENTRAL ANGLE OF 05°19'19", A CHORD BEARING OF NORTH 24°06'55"

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70582496-3

Customer Ref-Loan No.:

EAST, AND A CHORD LENGTH OF 114.76 FEET TO A POINT OF TANGENCY;

4. NORTH 21°27'16" EAST, A DISTANCE OF 442.63 FEET;

5. NORTH 74°31'41" EAST, A DISTANCE OF 194.48 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

6. NORTHEASTERLY A DISTANCE OF 773.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5829.58 FEET, A CENTRAL ANGLE OF 07°35'52", A CHORD BEARING OF NORTH 84°53'51" EAST, AND A CHORD LENGTH OF 772.47 FEET TO A POINT ON THE WEST RIGHT OF WAY OF GUN CLUB ROAD, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER IN BOOK 262, AT PAGE 58;

THENCE THE FOLLOWING FOUR (4) COURSES TO FOLLOW SAID WEST RIGHT OF WAY LINE;

7. SOUTH 00°19'27" EAST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 75.84 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE, SAID POINT BEING THE NORTHEASTERN MOST CORNER OF THAT RIGHT OF WAY DESCRIPTION RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NUMBER D0086267;

8. SOUTHWESTERLY A DISTANCE OF 27.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5904.58 FEET, A CENTRAL ANGLE OF 00°15'53", A CHORD BEARING OF SOUTH 81°20'27" WEST, AND A CHORD LENGTH OF 27.29 FEET TO THE NORTHWESTERN MOST CORNER OF SAID RIGHT OF WAY DESCRIPTION, BEING A POINT OF NON-TANGENCY;

9. SOUTH 00°19'27" EAST, A DISTANCE OF 246.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

10. SOUTH 00°18'41" EAST, PARALLEL TO AND 57.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE

OF 1297.79 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID EAST BAYAUD AVENUE;

11. SOUTH 89°29'51" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, PARALLEL TO AND 26.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1266.09 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: ABC70582496-3

The following are the requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF MELCOR E470 LLC, A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

2. WARRANTY DEED FROM MELCOR E470 LLC, A COLORADO LIMITED LIABILITY COMPANY TO A YET TO BE DETERMINED BUYER CONVEYING SUBJECT PROPERTY.

NOTE: THE OPERATING AGREEMENT FOR MELCOR E470 LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES MARK E. DEROSE AS THE MANAGER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70582496-3

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. 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, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNRECORDED UNITED STATES PATENT TO MICHAEL W. DAVIS. SAID INSTRUMENT IS REFERENCED AS ESI [27693301](#).
10. EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, FOR , AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 19, 1929, IN BOOK 278 AT PAGE [324](#).
11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 05, 1972, IN BOOK 2064 AT PAGE [548](#) AND SEPTEMBER 16, 1996 UNDER RECEPTION NO. [A6120177](#).
12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE GENERAL DEVELOPMENT PLAN NEVIN-RINGSBY PROPERTIES MAP RECORDED MARCH 12, 1991 UNDER RECEPTION NO. [9100017848](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70582496-3

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE NO. 90-130, AND ANNEXATION MAP RECORDED MARCH 12, 1991 IN BOOK 6111 AT PAGE [284](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE NO. 90-131 RECORDED MARCH 12, 1991 IN BOOK 6111 AT PAGE [291](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MARCH 25, 1991 IN BOOK 6118 AT PAGE [207](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO THE WATER RIGHTS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MAY 07, 1991 IN BOOK 6150 AT PAGE [787](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RULE AND ORDER RECORDED OCTOBER 30, 1998 UNDER RECEPTION NO. [A8173498](#).
18. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS LIMITATION TO AND FROM ANY PART OF THE RIGHT OF WAY OF E-470 PUBLIC HIGHWAY AUTHORITY, AS GRANTED IN INSTRUMENT RECORDED OCTOBER 30, 1998 UNDER RECEPTION NO. [A8173498](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REZONING ORDINANCE NO. 2000-114 RECORDED DECEMBER 06, 2000 UNDER RECEPTION NO. [B0157887](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENTS RECORDED AUGUST 19, 2003 UNDER RECEPTION NO. [B3181134](#) AND AUGUST 21, 2003 UNDER RECEPTION NO. [B3184455](#).
21. RESERVATIONS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 07, 2016, UNDER RECEPTION NO. [D6114750](#).
22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE E-470 COMMERCIAL METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 07, 2018, UNDER RECEPTION NO. [D8054887](#).
23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE E-470 COMMERCIAL METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 07, 2018, UNDER RECEPTION NO. [D8054890](#).
24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE E-470 COMMERCIAL METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 07, 2018, UNDER RECEPTION NO. [D8054891](#).
25. CONVEYANCE OF MINERALS AS SET FORTH IN MINERAL DEED RECORDED AUGUST 13, 2018 UNDER RECEPTION NO. [D8079884](#).
26. OIL AND GAS LEASE RECORDED JANUARY 30, 2019 UNDER RECEPTION NO. [D9008555](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
27. CONVEYANCE OF MINERALS AS SET FORTH IN BARGAIN AND SALE MINERAL DEED RECORDED FEBRUARY 14, 2019 UNDER RECEPTION NO. [D9013252](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABC70582496-3

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED MAY 24, 2019 UNDER RECEPTION NO. [D9048701](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN E-470 & 6TH PARKWAY - FDP RECORDED OCTOBER 21, 2019 UNDER RECEPTION NO. [D9112251](#).



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company ,
as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
 - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



Commitment For Title Insurance

Issued by OLD REPUBLIC 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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.

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, 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; [and]
- (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.
- (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>.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 200
Denver, Colorado 80206
303-321-1880



Authorized Officer or Agent



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President
Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance Old Republic 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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INVOICE

Land Title Guarantee Company
 5975 Greenwood Plaza Blvd Suite 125
 Greenwood Village, CO 80111
 303-270-0445

MELCOR DEVELOPMENTS LTD
 RYAN MOTT
 6930 E CHAUNCEY LANE #135
 PHOENIX, AZ 85054

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 70582496
Our Order Number:	CC-178110
Our Customer Number:	3461.5
Invoice Requested by:	RYAN MOTT
Invoice (Process) Date:	May 15, 2018
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

Invoice Number: CC-178110

Date: May 15, 2018

Order Number: 70582496

Property Address: E-470 & 6TH AURORA

Invoice Charges		
Service:	TBD Commitment	\$421.00
Ref:	70582496	
Addr:	E-470 & 6TH	
Party:	MELCOR E470 LLC, A COLORADO LIMITED LIABILITY COMPANY	
		\$421.00
Total Amount Invoiced:		\$0.00
Less Payment(s):		\$421.00
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
 Please reference **Invoice Number CC-178110** on your Payment