

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E Tufts Ave, Suite 900
Denver, CO 80237
Phone: (303) 291-9977

DATE: **January 15, 2020**
FILE NUMBER: **100-N0025578-020-JY**
PROPERTY ADDRESS: **Nebo Villas Sub Filing 2 - 11th & Peoria, Denver, CO**
BUYER/BORROWER: **MGL Partners, LLC, a Colorado limited liability company**
OWNER(S):
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: **1973-02-1-00-044 ptn**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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: Jennifer York PHONE: (303) 692-6788 FAX: (303) 633-7720 E-MAIL: jyork@fnf.com |
| Escrow Assistant | ATTN: Morgan Bond PHONE: (303) 692-6680 E-MAIL: morgan.bond@fnf.com |
| Title Officer | ATTN: Shawn Cardin PHONE: (303) 692-6771 E-MAIL: scardin@fnf.com |
| Sales Executive | ATTN: Stephen Boyka E-MAIL: sboyka@fnf.com |
| Sales Executive 2 | ATTN: None E-MAIL: |
| TO: MGL Partners 1936 West 33rd Avenue Denver, CO 80211 | ATTN: Mike Gerber PHONE: (303) 892-6600 FAX: E-MAIL: mgerber@mglpartners.com |
| TO: MGL Partners 1936 West 33rd Avenue Denver, CO 80211 | ATTN: Lisa Mullins PHONE: (303) 892-6600 FAX: E-MAIL: lmullins@mglpartners.com |
| TO: Strategic Land Solutions, Inc. | ATTN: Robert Palmer PHONE: FAX: E-MAIL: rpalmer@strategicls.net |

TO: National Commercial Services Main
8055 E Tufts Ave
Suite 900
Denver, CO 80237

ATTN: Jennifer York
PHONE: (303) 291-9977
FAX: (303) 633-7720
E-MAIL: jyork@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land 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.

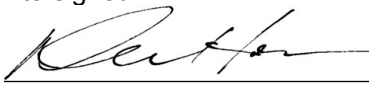
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Commonwealth Land 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

Commonwealth Land Title Insurance Company

By: 

ATTEST

President



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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-N0025578-020-JY
 Property Address: Nebo Villas Sub Filing 2 - 11th & Peoria, Denver, CO
 Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **January 9, 2020**
2. Policy to be issued:
 - (a) None
 Proposed Insured: MGL Partners,LLC, a Colorado limited liability company
 Proposed Policy Amount:
 - (b) ALTA Loan Policy 6-17-06
 Proposed Insured:
 Proposed Policy Amount: **\$100,000.00**
 - (c) None
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
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](#):
Mount Nebo Memorial Park, a Dissolved Colorado Nonprofit Corporation as successor in interest by conversion to The Beth Medrosh Hagodol Cemetery Association, a Colorado limited liability company, who acquired title originally as Congregation Beth Medrosh Hagodol, also known as Beth Medrosh Hagodol, a Colorado not for profit corporation
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 | 564.00 |
| Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land | 75.00 |
| Tax Certificate | 18.00 |

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EXHIBIT A

LEGAL DESCRIPTION

A parcel of Land situated in the NE1/4 of Section 2, Township 4 South, Range 67 West of the 6th P.M., County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 2, Township 4 South, Range 67 West of the 6th P.M.;
 Thence N00°24'21"E along the East line of the NE1/4 of said Section 2 a distance of 1,135.99 feet;
 Thence N89°35'39"W a distance of 50.00 feet to a point on the West R.O.W. line of Peoria Street and the Point of Beginning;
 Thence S00°24'41"W along said West R.O.W. line a distance of 1,081.44 feet to the intersection of the West R.O.W. line of Peoria Street and the North R.O.W. line of East 11th Avenue;
 Thence S89°17'56"W along said North R.O.W. line a distance of 280.15 feet;
 Thence N00°24'21"E a distance of 582.39 feet;
 Thence N89°54'30"W a distance of 281.10 feet;
 Thence N00 19'11"E a distance of 621.70 feet to a point on the South R.O.W. line of East 13th Avenue;
 Thence the following four (4) courses along the South R.O.W. line of East 13th Avenue:

1. Thence N89°36'59"E a distance of 276.25 feet to a point of curve;
2. Thence along a curve to the right having a central angle of 42°56'47", a radius of 163.87 feet, an arc length of 122.83 feet, a chord bearing of S68°54'38"E and a chord distance of 119.97 feet;
3. Thence S47°26'13"E a distance of 31.20 feet to a point of curve;
4. Thence along a curve to the left having a central angle of 42°03'38", a radius of 223.87 feet, an arc length of 164.34 feet, a chord bearing of S69°07'46"E and a chord distance of 160.68 feet to the Point of Beginning, County of Arapahoe, State of Colorado.

Upon compliance with the Requirements as contained herein, the legal description for the above land will be amended to read as follows:

Lot 1, Nebo Villas Subdivision Filing No. 2, as per the plat thereof recorded _____, 2020 at Reception No. _____, County of Arapahoe, State of Colorado.

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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. The Company has been provided a copy of the proposed plat for Nemo Villas Subdivision Filing No. 2. Said plat currently shows the name of the owner as The Beth Medrosh Hagodol Cemetery Association, LLC, a Colorado limited liability company. The signature line on said plat needs to be modified to conform to the Vesting as shown in [Schedule A](#).
- e. As to the vesting, the Company does not have a complete chain of title for the vested owners. The original Deed recorded in [Book 415 at Page 290](#) names Congregation Beth Medrosh Hagodol, also known as Beth Medrosh Hagodol, a Colorado not for profit corporation as the owner. Nothing was found that was in the form of a name change, or merger or conversion from the above referenced names into The Beth Medrosh Hagodol Cemetery Association in either the public records or the Colorado Secretary of State office..

Next item found was a Statement of Conversion recorded November 5, 2014 at [Reception No. D4103766](#) in which The Beth Medrosh Hagodol Cemetery Association, a Colorado Nonprofit Corporation was converted into The Beth Medrosh Hagodol Cemetery Association, LLC, a Colorado limited liability company.

By Statement of Conversion recorded July 16, 2019 at [Reception No. D9070023](#), The Beth Medrosh Hagodol Cemetery Association, LLC, a Colorado limited liability company was converted into Mount Nebo Memorial Park as a Colorado nonprofit corporation. Mount Nebo Memorial Park as a Colorado Nonprofit corporation was dissolved by Articles of Dissolution filed with the Colorado Secretary of State as [Document No. 20161038973](#).

Relative thereto, the Company will requirement following documentation:

1. We must be furnished satisfactory documentation from the Colorado Secretary of State to evidence the name change, merger or conversion from The Beth Medrosh Hagodol, a Colorado not for profit corporation into The Beth Medrosh Hagodol Cemetery Association, a Colorado Nonprofit Corporation. This document is to be recorded in the Arapahoe County records.
 2. Certificate of Good Standing for Mount Nebo Memorial Park Nonprofit corporation from the Colorado Secretary of State office. If no Good Standing Certificate is forthcoming, then the Company will require a Deed from the last surviving board members and officers of said corporation.
- f. Recordation of appropriate documentation, approved by the Company to either terminate the Memorandum of Lease and Release the Rights of First Refusal and First Offer from NEBO Redevelopment, LLC. Upon completion of this requirement, Exception No. 9 will be deleted. If the lease is to continue as an exception, the Company will still require either the release or waiver of the Rights of First Refusal and First Offer.

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SCHEDULE B
PART I – Requirements
(Continued)

g. Recordation of the final plat as referred to in Requirement No. “d” above.

h. Furnish for recordation a full or partial release of deed of trust:

Amount: \$1,700,000.00
Trustor/Grantor: The Beth Medrosh Hagodol Cemetery Association, LLC, a Colorado limited liability company
Trustee: Public Trustee of Arapahoe County
Beneficiary: Collegiate Peaks Bank, a Colorado banking corporation
Dated Date: November 14, 2014
Recording Date: November 17, 2014
Recording No: [Reception No. D4107976](#)

Note: Assignment of Leases and Rents recorded November 17, 2014 at [Reception No. D4107977](#). The Company will require a separate release of this document along with the Release of Deed of Trust.

i. Release of Assessment and Lien by the City of Aurora Neighborhood Support Division in the face amount of \$8,152.00 for trash removal and debris and/or weed cutting, boardup, snow or graffiti violations, recorded November 21, 2019 at [Reception No. D9127876](#).

j. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$50,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

k. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein from the Vested Owners as shown in Schedule A, to the Proposed Insured Purchaser.

NOTE: A real property transfer declaration must accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: A notation of the legal address of the purchasers, (not necessarily the same as the property address) must be included on the face of the deed to be recorded, pursuant to Colorado Revised Statutes.

l. Recording Statutes require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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SCHEDULE B
PART I – Requirements
(Continued)

- m. 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.
- n. 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): Vested Owners

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

- o. 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 completion of the requirements to the satisfaction of the Company and payment of the premiums, Standard Exceptions 1 through 5 will not appear on the Policy(s) to be issued provided there is no recent, ongoing or anticipated construction on the land.

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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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. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Lease and Rights of First Refusal and First Offer from BMH/BJ Congregation, a Colorado non-profit corporation, Landlord, to NEBO Redevelopment, LLC, a Colorado limited liability company, Tenant as set forth below:

Recording Date: November 18, 2005
 Recording No.: [Reception No. B5174330](#)

Note: Amendment to the above recorded April 13, 2006 at [Reception No. B6057431](#).

Note: Second Amendment recorded July 19, 2007 at [Reception No. B7092454](#).

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SCHEDULE B
PART II – Exceptions
(Continued)

Note: Third Amendment to Ground Lease recorded August 28, 2018 at [Reception No. D8085854](#).

10. Terms, conditions, provisions, agreements and obligations contained in the Mt. Nebo Redevelopment, An Urban Master Plan as set forth below:

Recording Date: April 6, 2009
Recording No.: [Reception No. B9033771](#)

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

Effective January 1, 2020

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among 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 or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

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 or 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 disclose 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 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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; Use of Comments or Feedback

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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to 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