



LAND TITLE GUARANTEE COMPANY

Date: March 03, 2020

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at PORTEOS DEVELOPMENT AREA, Denver, CO 80249.

If you have any inquiries or require further assistance, please contact Scott Bennetts at (303) 850-4175 or sbennetts@ltgc.com

Chain of Title Documents:

[Adams county recorded 01/14/2019 under reception no. 3281](#)

[Adams county recorded 01/14/2019 under reception no. 3279](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

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

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

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

4. Notice of Loss - Limitation of Action

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

5. Option to Pay, Settle or Compromise Claims

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

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

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

8. Binder Entire Contract

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

9. Notices. Where Sent

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

10. Arbitration

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

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or

attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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

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



Senior Vice President



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

By  President
Attest  Secretary

**AMERICAN
LAND TITLE
ASSOCIATION**



Old Republic National Title Insurance Company
PROPERTY INFORMATION BINDER

Order Number: ABC70655237

Policy No.: PIB70655237.1953030

Liability: \$50,000.00

Fee: \$500.00

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

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

GUARANTEES

CVL CONSULTANTS OF COLORADO INC

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

February 27, 2020 at 5:00 P.M.

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

GREEN INDUSTRIAL DEVELOPMENT GROUP NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GREEN INDUSTRIAL DEVELOPMENT GROUP SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

A Fee Simple

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

A PARCEL OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 MONUMENTED BY A FOUND 1-1/2 INCH DIAMETER IRON PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 23521 WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5 MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM POST WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 19607 IS ASSUMED TO BEAR SOUTH 00°28'40" EAST, A DISTANCE OF 2647.66 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 01°40'27" WEST, A DISTANCE OF 656.65 FEET TO A POINT BEING THE POINT OF

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BEGINNING;

THENCE SOUTH 00°28'40" EAST, A DISTANCE OF 328.66 FEET;

THENCE SOUTH 66°10'01" WEST, A DISTANCE OF 14.64 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 27°11'09", AN ARC LENGTH OF 220.63 FEET, THE CHORD OF WHICH BEARS NORTH 37°25'33" WEST, A DISTANCE OF 218.57 FEET TO A POINT OF TANGENCY;

THENCE NORTH 51°01'07" WEST, A DISTANCE OF 105.37 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 05°49'48", AN ARC LENGTH OF 97.17 FEET, THE CHORD OF WHICH BEARS NORTH 14°18'55" WEST, A DISTANCE OF 97.13 FEET TO A POINT OF NON-TANGENCY;
THENCE NORTH 89°51'50" EAST, A DISTANCE OF 249.41 FEET TO THE POINT OF BEGINNING,

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

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF:
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

4. The following documents affect the land:

1. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:
 - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
 - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
 - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED DECEMBER 18, 1907, IN BOOK 25 AT PAGE [190](#).

NOTE: QUIT CLAIM DEED RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE [281](#), AND RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 23, 1998 IN BOOK 5547 AT PAGE [272](#). REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971433](#).

NOTE: NOTICE OF RIGHT TO USE SURFACE OF LAND RECORDED NOVEMBER 26, 2013 UNDER RECEPTION NO. [2013000100411](#).

NOTE: RELINQUISHMENT AND QUITCLAIM RECORDED JUNE 19, 2015 UNDER RECEPTION NO. [2015000047630](#).

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2. OIL, GAS AND MINERAL RESERVATION BY BOX ELDER FARMS CO., A COLORADO CORPORATION, AS SET FORTH IN DEED RECORDED DECEMBER 6, 1949 IN BOOK 385 AT PAGE [324](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.
WAIVER OF SURFACE RIGHTS RECORDED SEPTEMBER 28, 2018 UNDER RECEPTION NO. [2018000079092](#)
3. RESERVATION OF ALL OIL, GAS AND OTHER MINERALS BY N.M. MONAGHAN IN DEED RECORDED SEPTEMBER 4, 1959 IN BOOK 799 AT PAGE [72](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.
4. TERMS, CONDITIONS AND PROVISIONS OF SURFACE OWNERS AGREEMENTS RECORDED MARCH 22, 1957 IN BOOK 652 AT PAGE [152](#) AND JULY 6, 1979 IN BOOK 2363 AT PAGE [880](#).
5. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. [2007000090898](#).
6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE RECORDED OCTOBER 01, 2007 UNDER RECEPTION NO. [2007000092571](#) AND ANNEXATION MAP RECORDED OCTOBER 1, 2007 UNDER RECEPTION NO. [2007000092572](#).
7. THOSE CERTAIN WATER RIGHTS CONVEYED TO THE CITY OF AURORA BY BARGAIN AND SALE DEED RECORDED MARCH 21, 2008 UNDER RECEPTION NO. [2008000022626](#).
8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER OF EXCLUSION RECORDED APRIL 19, 2012 UNDER RECEPTION NO. [2012000028492](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FRAMEWORK DEVELOPMENT PLAN RECORDED MARCH 4, 2013 UNDER RECEPTION NO. [2013000018945](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AVIGATION EASEMENT RECORDED SEPTEMBER 23, 2013 UNDER RECEPTION NO. [2013000082627](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIONS RECORDED NOVEMBER 04, 2013 UNDER RECEPTION NO. [2013000094641](#), AND FIRST AMENDMENT THERETO RECORDED APRIL 10, 2018 UNDER RECEPTION NO. [2018000028945](#) AND RERECORDED ON JANUARY 28, 2019 UNDER RECEPTION NO. [2019000006423](#)
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED APRIL 29, 2015 UNDER RECEPTION NO. [2015000031052](#).

NOTE: AMENDMENT TO SURFACE USE AGREEMENT RECORDED JANUARY 16, 2020 UNDER RECEPTION NO. [2020000005717](#).
13. ORDER OF EXCLUSION FROM VELOCITY METROPOLITAN DISTRICT NO. 9, WITH RESPONSIBILITY FOR ITS PROPORTIONATE SHARE OF INDEBTEDNESS RECORDED JUNE 16, 2016 UNDER RECEPTION NO. [2016000047313](#).
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE THE PORTEOS BUSINESS IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 2016, UNDER RECEPTION NO. [2016000104551](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STORMWATER MAINTENANCE AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISES AND ACP DIA 1287 INVESTORS, LLC RECORDED OCTOBER 20, 2017 UNDER

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16. RECEPTION NO. [2017000092390](#).
ALL MATTERS AS DISCLOSED ON PORTEOS FRAMEWORK DEVELOPMENT PLAN RECORDED NOVEMBER 13, 2017 UNDER RECEPTION NO. [2017000099822](#).
17. ALL MATTERS AS DISCLOSED ON INFRASTRUCTURE CONTEXTUAL SITE PLAN NO. 2 AT PORTEOS RECORDED NOVEMBER 13, 2017 UNDER RECEPTION NO. [2017000100013](#)
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LICENSE TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AS EVIDENCED BY ASSIGNMENT OF LICENSE RECORDED OCTOBER 04, 2006 UNDER RECEPTION NO. [2006000986493](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PLAT EXCEPTION APPROVAL RECORDED APRIL 13, 2018 UNDER RECEPTION NO. [2018000029858](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIONS RECORDED JULY 16, 2018 UNDER RECEPTION NO. [2018000056917](#).
21. NOTE: AMENDMENT TO DECLARATION OF RESTRICTIONS RECORDED DECEMBER 16, 2019 UNDER RECEPTION NO. [2019000110274](#).

NOTE: AFFIDAVIT RE: SCRIVENER'S ERROR IN CONNECTION THERETO RECORDED DECEMBER 04, 2018 UNDER RECEPTION NO. [2018000097023](#).
22. OIL AND GAS LEASE BETWEEN ANADARKO LAND CORP., A NEBRASKA CORPORATION, LESSOR, AND KERR-MCKEE OIL AND GAS ONSHORE, LP, LESSEE, AS MEMORIALIZED BY MEMORANDUM OF OIL AND GAS LEASE RECORDED JUNE 8, 2018 UNDER RECEPTION NO. [2018000046675](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED JULY 16, 2018 UNDER RECEPTION NO. [2018000056919](#).

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 28, 2018 UNDER RECEPTION NO. [2018000079093](#).

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED OCTOBER 17, 2019, UNDER RECEPTION NO. [2019000089267](#).

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED MAY 3, 2019, UNDER RECEPTION NO. [2019000033328](#).

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND SUBORDINATION OF LIEN RIGHTS RECORDED MAY 6, 2019, UNDER RECEPTION NO. [2019000033672](#).
24. RESERVATION OF ALL COAL, ASPHALTUM, OIL, GAS, ASSOCIATED LIQUID HYDROCARBONS, HARD ROCK MINERALS, GEOTHERMAL RESOURCES OR OTHER SUBSTANCES IN OR UNDER THE LAND AS EVIDENCED BY SPECIAL WARRANTY DEED RECORDED JANUARY 04, 2019 UNDER RECEPTION NO. [2019000003281](#).
25. RESERVATION OF ALL COAL, ASPHALTUM, OIL, GAS, ASSOCIATED LIQUID HYDROCARBONS, HARD ROCK MINERALS, GEOTHERMAL RESOURCES OR OTHER SUBSTANCES IN OR UNDER THE LAND AS EVIDENCED BY SPECIAL WARRANTY DEED RECORDED JANUARY 14, 2019 UNDER RECEPTION NO. [2019000003279](#).
26. ALL MATTERS AS DISCLOSED ON PORTEOS FRAMEWORK DEVELOPMENT PLAN, LAND USE MAP AND LAND USE MATRIX RECORDED OCTOBER 7, 2019 UNDER RECEPTION NO. [2019000085457](#).
27. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WHITE BUFFALO METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED

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NOVEMBER 22, 2019, UNDER RECEPTION NO. [2019000102335](#).

28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WHITE BUFFALO METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 10, 2019, UNDER RECEPTION NO. [2019000107967](#).
29. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WHITE BUFFALO METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 03, 2020, UNDER RECEPTION NO. [2020000010767](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SLOPE EASEMENT RECORDED FEBRUARY 18, 2020 UNDER RECEPTION NO. [2020000014883](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED FEBRUARY 18, 2020 UNDER RECEPTION NO. [2020000014884](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED FEBRUARY 27, 2020 UNDER RECEPTION NO. [2020000018989](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SLOPE EASEMENT RECORDED FEBRUARY 27, 2020 UNDER RECEPTION NO. [2020000018990](#).
34. DEED OF TRUST DATED MAY 02, 2019, FROM GREEN INDUSTRIAL DEVELOPMENT GRPOUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GREEN INDUSTRIAL DEVELOPMENT GROUP NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GREEN INDUSTRIAL DEVELOPMENT GROUP SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$35,000,000.00 RECORDED MAY 03, 2019, UNDER RECEPTION NO. [2019000033329](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF LEASES, RENTS AND OTHER RIGHTS RECORDED MAY 03, 2019, UNDER RECEPTION NO. [2019000033330](#).

NOTICE BY DISBURSER IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MAY 06, 2019, UNDER RECEPTION NO. [2019000033673](#).

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

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

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



INVOICE

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

CVL CONSULTANTS
CVL CONSULTANTS
10333 E DRY CREEK RD #240
None
ENGLEWOOD, CO 80112-1562

Reference

Your Reference Number:
Our Order Number: 70655237
Our Customer Number: 55259
Invoice Requested by: CVL CONSULTANTS
Invoice (Process) Date: March 03, 2020
Transaction Invoiced By: Michael Welninski
Email Address: mwelninski@ltgc.com

Invoice Number: 70655237

Date: March 03, 2020

Order Number: 70655237

Property Address: PORTEOS DEVELOPMENT AREA Denver 80249

Parties: Green Industrial Development Group North And Green Industrial Development Group South

Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$500.00
Total Invoice Amount:	\$500.00
Current Balance Due:	\$500.00

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 70655237** on your Payment