



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Name: Team Falcon Escrow Officer Number: (303)876-1112
Issuing Office's ALTA® Registry ID: 1105402	Escrow Officer Email: COTeamFalcon@firstam.com
Commitment Number: NCS-1244793-CO	Escrow Assistant Name: COTeamFalcon@firstam.com
Issuing Office File Number: NCS-1244793-CO	Escrow Assistant Number: (303)876-1175
Property Address: Castle Pines Parkway and, South Havana Street, Castle Pines, CO	Escrow Assistant Email: Title Officer Name: Sarah Oderio
Revision Number: 2 - revised 8/20/2025	Title Officer Number: (720)672-5210 Title Officer Email: soderio@firstam.com
	Title Assistant Name: Team Falcon Title Assistant Number: (720)762-1733 Title Assistant Email: COTeamFalcon@firstam.com

SCHEDULE A

1. Commitment Date: March 13, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)
Proposed Insured: QuikTrip Corporation, an Oklahoma corporation
Proposed Amount of Insurance: \$7,664,780.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

North Canyons Development Company, LLC, a Delaware limited liability company, and
City of Castle Pines, Colorado, a Colorado home rule municipality (as their interests appear)

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1244793-CO

EXHIBIT A

The Land referred to herein below is situated in the County of Douglas, State of Colorado, and is described as follows:

Lot 1,
Canyonside Subdivision Filing No. 4,
County of Douglas,
State of Colorado.

Together with that portion of vacated South Havana Street abutting said land, as vacated by Ordinance No. _____, recorded _____, 2025 at Reception No. _____.

NOTE: The above legal description will be amended upon satisfaction of the requirements herein set forth.

For informational purposes only: APN: 2351-022-01-002 (portion)

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Commitment No. NCS-1244793-CO

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Evidence that all assessments for common expenses, if any, have been paid. If the transaction includes a sale and there is an owner's association or similar community organization that levies assessments on the Land, inquiry should be made with the association to confirm if any transfer assessments will be due.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
9. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

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10. Recordation of a Partial Release of the Deed of Trust from North Canyons Development Company, LLC, a Delaware limited liability company to the Public Trustee of Douglas County for the use of North Canyons, LLLP, a Colorado limited liability limited partnership to secure an indebtedness in the principal sum of \$8,597,500.00, and any other amounts and/or obligations secured thereby, dated March 5, 2024 and recorded March 5, 2024 at Reception No. [2024008571](#), to release the property described herein.

11. Recordation of an Ordinance satisfactory to the Company, vacating that portion of South Havana Street abutting said land, as shown on the plat of Canyonside Subdivision No. 4, recorded May 29, 2025 at Reception No. [2025024566](#).

12. Receipt by the Company of the following documentation for North Canyons Development Company, LLC, a Delaware limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Delaware Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

13. Receipt by the Company of a Corporate Resolution executed by the officers of QuikTrip Corporation, an Oklahoma corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

14. Receipt by the Company of the following documentation for QuikTrip Corporation, an Oklahoma corporation, an Oklahoma corporation:

Certificate of Good Standing issued by the Oklahoma Secretary of State.

Certificate of Incorporation issued by the Oklahoma Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

15. Receipt by the Company of a Corporate Resolution executed by the officers of City of Castle Pines, Colorado, a Colorado home rule municipality, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

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NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

16. Receipt by the Company of the following documentation for City of Castle Pines, Colorado, a Colorado corporation:

Certificate of Good Standing issued by the Colorado Secretary of State.

Certificate of Incorporation issued by the Colorado Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

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Commitment No. NCS-1244793-CO

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

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8. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
9. Any existing leases or tenancies.
10. Right-of-way for all county roads as currently established and used.
11. All coal and other minerals in or under subject property and right to mine for and remove all coal and other minerals which may be found and right of ingress and egress and regress upon said land to prospect for, mine and remove same, as reserved in deed from the Union Pacific Land Company to Joseph Kroll, recorded May 24, 1907 in [Book 36 at Page 194](#), and any and all assignments thereof or interests therein. (Affects North 1/2 of Section No. 3).
12. This item has been intentionally deleted.
13. This item has been intentionally deleted.
14. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 06, 1988, in [Book 790 at Page 718](#).

(Affects Sections 2 & 3)
15. The effect of Resolution No. R-001-109 recorded August 22, 2001 in [Book 2114 at Page 1136](#).
16. Water rights as conveyed in Special Warranty Deed recorded April 11, 2003 at Reception No. [2003050734](#).
17. Water rights as conveyed in Quit Claim Deed recorded April 11, 2003 at Reception No. [2003050735](#).
18. Nontributary Ground Water Consent Landownership Statements by the Harvey Alpert Family Partnership recorded April 11, 2003 at Reception No's. [2003050736](#), [2003050737](#), [2003050738](#), [2003050739](#) and [2003050740](#).
19. Nontributary Ground Water Consent Landownership Statements by Canyons-1, LLC recorded April 11, 2003 at Reception No's. [2003050741](#), [2003050742](#), [2003050743](#), [2003050744](#) and [2003050745](#).
20. Non-tributary Ground Water Consent Landownership Statements by Canyons-2, LLC recorded April 11, 2003 at Reception No's. [2003050746](#), [2003050747](#), [2003050748](#), [2003050749](#), [2003050750](#) and October 9, 2003 under Reception No. [2003148999](#).

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21. Non-tributary Ground Water Consent Landownership Statements by Judge, Inc. recorded April 11, 2003 at Reception No's. [2003050751](#), [2003050752](#), [2003050753](#), [2003050754](#) and [2003050755](#).
22. Non-tributary Ground Water Consent Landownership Statements by Happy Canyon Partners recorded April 11, 2003 at Reception No's. [2003050756](#), [2003050757](#), [2003050758](#), [2003050759](#) and [2003050760](#).
23. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Parker Water and Sanitation District, as evidenced by instrument recorded July 31, 2003 at Reception No. [2003114340](#).
24. Affects of decree by Water Court in Case Number 81CW417, recorded September 7, 2005 at Reception Number [2005085035](#).
25. Affects of decree by Water Court in Case Number 88CW059, recorded September 7, 2005 at Reception Number [2005085034](#).
26. Easement granted to Board of County Commissioners of the County of Douglas, State of Colorado, for drainage structures, slope grades, etc., and incidental purposes, by instrument recorded September 10, 2003 at Reception No. [2003135859](#).

(Affects the NE 1/4 and SE 1/4 of Section 3 and the NW 1/4 of Section 2)
27. Terms, conditions, provisions, burdens and obligations as set forth in agreement regarding dedication of right of way for Hess Road recorded November 30, 2009 at Reception No. [2009089909](#) and recorded November 30, 2009 at Reception No. [2009090052](#).
28. This item has been intentionally deleted.
29. This item has been intentionally deleted.
30. Terms, conditions, provisions, burdens and obligations as set forth in Annexation and Development Agreement for the Canyons, as disclosed by Memorandum thereof recorded December 29, 2009 at Reception No. [2009100331](#).

Ordinance Approving Annexation and Development Agreement recorded December 29, 2009 at Reception No. [2009100330](#).
31. Terms, conditions, provisions, burdens and obligations as set forth in the Canyons Planned Development recorded December 29, 2009 at Reception No. [2009100333](#).

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Ordinance approving the Canyons Planned Development recorded December 29, 2009 at Reception No. [2009100332](#).

32. Terms, conditions, provisions, burdens and obligations as set forth in ordinance of the City of Castle Pines North, Colorado approving vested property rights associated with a planned development and an annexation and development agreement for the Canyons North property recorded December 29, 2009 at Reception No. [2009100334](#) and Amendments recorded May 28, 2019 at Reception No. [2019029198](#) and January 17, 2020 at Reception No. [2020004049](#).
33. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Permanent Slope and Drainage Easement recorded February 02, 2010 at Reception No. [2010006587](#).

(Affects Sections 2 and 3)
34. This item has been intentionally deleted.
35. This item has been intentionally deleted.
36. The Canyons Master Planned Development recorded September 1, 2000 in Plat [Book C at Page 502](#) and The Canyons Planned Development - 1st Major Amendment recorded May 28, 2019 at Reception No. [2019029197](#).
37. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. R-002-201 recorded July 24, 2002 at Reception No. [2002071798](#).
38. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded May 16, 2002 in [Book 2330 at Page 1490](#).

(Affects N1/2 of Section 3)
39. The Canyon North Planned Development recorded April 3, 2007 in Plat [Book C at Page 842](#).
40. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Canyons Superblock Plat No. 1, recorded December 18, 2015 at Reception No. [2015090038](#).
41. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Infrastructure Construction Agreement recorded December 30, 2015 at Reception No. [2015092643](#).
42. Terms, conditions, provisions, obligations and agreements as set forth in the Restrictive Covenant recorded December 30, 2015 at Reception No. [2015092641](#).

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43. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Canyons SuperBlock Plat No. 2, recorded July 6, 2018 at Reception No. [2018040799](#).
 44. This item has been intentionally deleted.
 45. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 19-03 Extending Vested Property Rights Associated with a First Amendment to The Canyons Planned Development and a First Amendment to The Canyons Annexation and Development Agreement recorded May 28, 2019 at Reception No. [2019029199](#).
 46. Terms, conditions, provisions, obligations, covenants and agreements as set forth in the Declaration of Covenants Imposing and Implementing The Canyonside at Castle Pines Public Improvements Fee recorded April 22, 2021 at Reception No. [2021053138](#).
 47. Terms, conditions, provisions, obligations and agreements as set forth in the Avigation Notice recorded April 28, 2021 at Reception No. [2021054777](#).
 48. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Architectural, Use and Maintenance Restrictions for Non-Residential Uses Canyonside at Castle Pines recorded July 1, 2021 at Reception No. [2021080770](#).
 49. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Canyons Metropolitan District No. 3, as evidenced by instrument recorded November 16, 2021 at Reception No. [2021128341](#).
 50. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Architectural, Use and Maintenance Restrictions for Non-Residential Uses Canyonside at Castle Pines recorded April 5, 2022 at Reception No. [2022024356](#).
 51. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Use Restriction Agreement recorded April 5, 2022 at Reception No. [2022024360](#).
- Corrective Amendment to Use Restriction Agreement in connection therewith recorded April 4, 2023 at Reception No. [2023013849](#).
52. This item has been intentionally deleted.
 53. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Declaration of Restrictive Covenant recorded September 16, 2022 at Reception No. [2022061467](#), First Amendment recorded January 31, 2025 at Reception No. [2025004287](#), as to those restrictions affecting the Restricted Property as defined therein.

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54. Oil and Gas Lease recorded August 26, 1953 in [Book 109 at Page 275](#), and any and all assignments thereof or interests therein.
55. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Canyons Metropolitan District No. 2, as evidenced by instrument recorded April 23, 2002 in Book 2315 at Page 374 at Reception No. [02039003](#) and December 22, 2020 at Reception No. [2020127571](#).
56. Terms, conditions, restrictions, provisions, obligations, reservations and agreements as set forth in the Special Warranty Deed recorded September 10, 2003 at Reception No. [2003135858](#).
57. Each and every right or rights of access to and from any part of the right of way for Colorado State Highway No. 25, from and to any part of the subject property abutting upon said highway, as granted to The Department of Highways, State of Colorado, by Quitclaim Deed recorded July 21, 2011 at Reception No. [2011043789](#).
58. Rights, rights of way, reservations and exceptions in the patent recorded July 10, 2014 at Reception No. [2014000044738](#) (Adams County) and any and all assignments there or interests therein.
59. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement Among the City of Castle Pines, Colorado, the Canyons Metropolitan District No. 3 and North Canyons, LLLP Regarding the Relocation of South Havana Street at the Castle Pines Parkway Intersection recorded November 27, 2023 at Reception No. [2023049691](#).
60. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Quitclaim Deed Easements recorded November 13, 2024 at Reception No. [2024049131](#).
61. This item has been intentionally deleted.
62. Terms, conditions, provisions, obligations and agreements as set forth in the Intergovernmental Agreement recorded November 27, 2023 at Reception No. [2023049690](#).
63. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 24-01 recorded November 18, 2024 at Reception No. [2024049916](#).
64. The Canyons Planned Development 5th Major Amendment recorded April 14, 2025 at Reception No. [2025016040](#).
65. Terms, conditions, provisions, obligations and agreements as set forth in the Fourth Amendment to Annexation and Development Agreement recorded April 14, 2025 at Reception No. [2025016041](#).

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66. Terms, conditions, provisions, obligations, easements and agreements as set forth in the 50 Foot Non-Exclusive Easement Agreement recorded April 30, 2025 at Reception No. [2025019414](#).
67. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Canyonside Subdivision Filing No. 4, recorded May 29, 2025 at Reception No. [2025024566](#).
68. Ordinance No. 25-08, for vacation, recorded July 14, 2025 at Reception No. [2025032497](#).
69. Terms, conditions, provisions, obligations and agreements as set forth in the Notice Project SIA recorded July 17, 2025 at Reception No. [2025033247](#).
70. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants Regarding Use Restrictions recorded December 3, 2025 at Reception No. [2025057734](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
71. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Agreement and Covenants Regarding Age-Restricted Residential Use Restrictions recorded December 3, 2025 at Reception No. [2025057864](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
72. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants Regarding Residential Use Restrictions recorded February 25, 2026 at Reception No. [2026008580](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
73. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants Regarding Residential Use Restrictions recorded March 4, 2026 at Reception No. [2026010220](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
74. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants Regarding Residential Use Restrictions recorded March 5, 2026 at Reception No. [2026010473](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
75. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Ordinance No. _____, recorded _____, 2026 at Reception No. _____.

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of

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Schedule B, Section 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 C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration 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: 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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

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

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;

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- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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

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- 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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