Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **ABM70874458-7** Date: **07/15/2026**

Property Address: **9070 MAXIMUS DRIVE, LONE TREE, CO 80124**

For Closing Assistance

Charles Ottinger
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6216 (Work)
(303) 393-3870 (Inc. Fax)
(303) 393-3870 (Work Fax)
cottinger@ltgc.com
Company License: CO44565

Closer's Assistant

Rachel Roberts
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6260 (Work)
(303) 393-3858 (Inc. Fax)
(303) 393-3858 (Work Fax)
rroberts@ltgc.com
Company License: CO44565

For Title Assistance

Mariann Ingermann
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4123 (Work)
mingermann@ltgc.com
Company License: CO44565

TRUCK YARD DENVER LONE TREE, LLC
alyssa@brainstormshelter.com
Delivered via: Electronic Mail

CITY OF LONE TREE
Attention: JEFF HOLWELL
9220 KIMMER DRIVE, SUITE 100
LONE TREE, CO 80124
(303) 856-4685 (Cell)
(720) 509-1276 (Work)
jeff.holwell@cityoflonetree.com
Delivered via: Electronic Mail

CITY OF LONE TREE
Attention: SETH HOFFMAN
9220 KIMMER DRIVE, SUITE 100
LONE TREE, CO 80124
(303) 708-1818 (Work)
seth.hoffman@cityoflonetree.com
Delivered via: Electronic Mail

CANADA LEWIS & ASSOCIATES
Attention: CLAY MILLS
(214) 505-6126 (Work)
cmills@canadalewis.com
Delivered via: Electronic Mail

CANADA LEWIS & ASSOCIATES
Attention: LAURA LEWIS
llewis@canadalewis.com
Delivered via: Electronic Mail

CANADA LEWIS & ASSOCIATES
Attention: LINDSAY ETCHISON
letchison@canadalewis.com
Delivered via: Electronic Mail

Estimate of Title Fees

Order Number: ABM70874458-7 **Date:** 07/15/2026

Property Address: 9070 MAXIMUS DRIVE, LONE TREE, CO 80124

Seller(s): THE CITY OF LONE TREE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION

Buyer(s): TRUCK YARD DENVER LONE TREE, LLC, A COLORADO LIMITED LIABILITY COMPANY

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-01-21 Reissue Rate	$2,502.00
Deletion of Standard Exception(s)	$100.00
Endorsement ALTA 17.1	$500.00
Endorsement ALTA 9.1	$1,001.00
Endorsement ALTA 26	$1,001.00
Endorsement ALTA 3	$500.00
Tax Certificate	$27.00
TOTAL	**$5,631.00**

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Douglas county recorded 11/17/2023 under reception no. 2023048926

Douglas county recorded 02/07/2007 under reception no. 2007011816

Plat Map(s):

Douglas county recorded 03/25/2002 under reception no. 28479

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABM70874458-7

Property Address:

9070 MAXIMUS DRIVE, LONE TREE, CO 80124

1. **Commitment Date:**

   07/10/2026 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 07-01-21 Reissue Rate $2,200,000.00
   Proposed Insured:
   TRUCK YARD DENVER LONE TREE, LLC, A COLORADO
   LIMITED LIABILITY COMPANY

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

   A FEE SIMPLE AS TO PARCEL A; AN EASEMENT AS TO PARCELS B AND C

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

   THE CITY OF LONE TREE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION

5. **The Land is described as follows:**

   PARCEL A:

   LOT 13A1, PARK MEADOWS FILING NO. 2, 15TH AMENDMENT, RECORDED MARCH 25, 2002 UNDER RECEPTION NO. **28479**, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO.

   PARCEL B:

   THOSE CERTAIN EASEMENT RIGHTS APPURTENANT TO PARCEL A, AS SET FORTH IN AMENDED AND RESTATED CROSS ACCESS EASEMENT AGREEMENT DATED JUNE 20, 1997, AND RECORDED JUNE 23, 1997 IN BOOK 1441 AT PAGE **807**, AS AMENDED IN AMENDMENT TO AMENDED AND RESTATED CROSS ACCESS AGREEMENT DATED JUNE 14, 2000, AND RECORDED JUNE 15, 2000 IN BOOK 1857 AT PAGE **1420**, COUNTY OF DOUGLAS, STATE OF COLORADO.

   PARCEL C:

   THOSE CERTAIN EASEMENT RIGHTS APPURTENANT TO PARCEL A, AS SET FORTH IN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS DATED MARCH 27, 2002, AND RECORDED APRIL 1, 2002 IN BOOK 2298 AT PAGE **232**, COUNTY OF DOUGLAS, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABM70874458-7

American Land Title Association.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABM70874458-7

All of the following Requirements must be met:

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

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

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

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

1. CERTIFIED COPY OF RESOLUTION OF THE CITY OF LONE TREE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION AUTHORIZING THE SALE OF THE SUBJECT PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS. SAID RESOLUTION MUST BE SUBMITTED TO AND APPROVED BY LAND TITLE GUARANTEE COMPANY BUT NEED NOT BE RECORDED.
2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TRUCK YARD DENVER LONE TREE, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.
3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF TRUCK YARD DENVER LONE TREE, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

   NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.
4. (THIS ITEM WAS INTENTIONALLY DELETED)
5. SPECIAL WARRANTY DEED FROM THE CITY OF LONE TREE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION TO TRUCK YARD DENVER LONE TREE, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
6. (THIS ITEM WAS INTENTIONALLY DELETED)
7. PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY.

   NOTE: SAID REQUIREMENT IS NECESSARY TO DELETE EXCEPTION NO. 8.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABM70874458-7

All of the following Requirements must be met:

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF THE CITY OF LONE TREE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF TRUCK YARD DENVER LONE TREE, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2024 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS.

NOTE: ITEMS 7(A) AND 7(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABM70874458-7

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.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.

   NOTE: UPON SATISFACTION OF REQUIREMENT 7,THE ABOVE EXCEPTION WILL NOT BE SHOWN ON THE POLICY.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PARK MEADOWS-FILING NO. 2 RECORDED JUNE 18, 1997 UNDER RECEPTION NO. **9732830**.
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLEWOOD FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 27, 1979, IN BOOK 375 AT PAGE **459**.
    ORDER FOR NAME CHANGE TO SOUTH METRO FIRE RESCUE RECORDED NOVEMBER 16, 1998 IN BOOK 1625 AT PAGE **2030**.

    THE FOLLOWING WILL BE ADDED TO THE POLICY:
    NOTE: PAID CURRENT AS OF DATE OF POLICY.
11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH SUBURBAN METROPOLITAN RECREATION AND PARK DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED FEBRUARY 27, 1982, IN BOOK 382 AT PAGE **971**, JUNE 17, 1981 IN BOOK 414 AT PAGE **474** AND DECEMBER 21, 1981 IN BOOK 430 AT PAGE **378**.

    THE FOLLOWING WILL BE ADDED TO THE POLICY:
    NOTE: PAID CURRENT AS OF DATE OF POLICY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABM70874458-7

12. RESOLUTION NO. R-82-34, REGARDING THE AIRPORT INFLUENCE AREA FOR THE ARAPAHOE COUNTY AIRPORT, RECORDED FEBRUARY 8, 1983 IN BOOK 465 AT PAGE **324**.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STANDARD AVIGATION AND HAZARD EASEMENT RECORDED JUNE 12, 1997 IN BOOK 1439 AT PAGE **436** AND RERECORDED SEPTEMBER 18, 1997 IN BOOK 1466 AT PAGE **707**.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED CROSS ACCESS EASEMENT AGREEMENT RECORDED JUNE 23, 1997 IN BOOK 1441 AT PAGE **807**, AMENDMENT RECORDED JUNE 15, 2000 IN BOOK 1857 AT PAGE **1420**.
15. WESTBROOK ENTERTAINMENT & SPORTS DISTRICT P.D. RECORDED OCTOBER 30, 1998 UNDER RECEPTION NO. **9886886**, AND SECOND AMENDMENT RECORDED OCTOBER 6, 2004 UNDER RECEPTION NO. **2004103463**, AND THIRD AMENDMENT RECORDED NOVEMBER 1, 2006 UNDER RECEPTION NO. **2006093869**, AND FOURTH AMENDMENT RECORDED SEPTEMBER 26, 2007 UNDER RECEPTION NO. **2007076269** AND FIFTH AMENDMENT RECORDED FEBRUARY 26, 2026 UNDER RECEPTION NO. **2026008967**.
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PARK MEADOWS-FILING NO. 2-4TH AMENDMENT RECORDED NOVEMBER 24, 1998 UNDER RECEPTION NO. **9894702**.
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PARK MEADOWS-FILING NO. 2, ANNEXATION MAP NO. 1 RECORDED DECEMBER 11, 1998 UNDER RECEPTION NO. **98102587**.
18. OFFICIAL MAP OF THE CITY OF LONE TREE RECORDED FEBRUARY 17, 1999 UNDER RECEPTION NO. **99014940**, RECORDED MAY 7, 2003 UNDER RECEPTION NO. **67891**, RECORDED SEPTEMBER 19, 2003 UNDER RECEPTION NO. **2003139728**.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE EASEMENT AGREEMENT RECORDED OCTOBER 04, 1999 IN BOOK 1762 AT PAGE **1966**.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT, STORM DRAINAGE RECORDED DECEMBER 31, 1999 IN BOOK 1795 AT PAGE **286** AND JANUARY 10, 2000 IN BOOK 1798 AT PAGE **1787**.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT (DISTRIBUTOR PERFORMANCE NON-EXCLUSIVE) RECORDED FEBRUARY 04, 2000 IN BOOK 1806 AT PAGE **1243**.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT (DISTRIBUTOR PERFORMANCE NON-EXCLUSIVE) RECORDED NOVEMBER 29, 2000 IN BOOK 1926 AT PAGE **1920**.

    PARTIAL RELEASE OF EASEMENT RECORDED AUGUST 10, 2004 UNDER RECEPTION NO. **2004083294**.
23. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PARK MEADOWS FILING NO. 2-15TH AMENDMENT RECORDED MARCH 25, 2002 UNDER RECEPTION NO. **28479**.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS RECORDED APRIL 01, 2002 IN BOOK 2298 AT PAGE **232**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABM70874458-7

25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT, DISTRIBUTOR PERFORMANCE NON-EXCLUSIVE RECORDED AUGUST 01, 2003 UNDER RECEPTION NO. **2003115829**.

26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTHEAST PUBLIC IMPROVEMENT METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 08, 2004, UNDER RECEPTION NO. **2004035426**.

    CORRECTION RECORDED NOVEMBER 18, 2004 UNDER RECEPTION NO. **B4201315** (ARAPAHOE COUNTY RECORDS).

    THE FOLLOWING WILL BE ADDED TO THE POLICY:
    NOTE: PAID CURRENT AS OF DATE OF POLICY.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-004-180, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT RECORDED NOVEMBER 10, 2004 UNDER RECEPTION NO. **2004115422**.

28. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT LOCATION CERTIFICATE CERTIFIED AUGUST 12, 2025, PREPARED BY CBM SURVEYS, INC., JOB #25-3028

    A) CONCRETE SIDEWALKS EXTENDING INTO AND CROSSING THE SUBJECT PROPERTY
    B) CONCRETE CURBING EXTENDING OVER THE BOUNDARIES OF THE SUBJECT PROPERTY
    C) CONCRETE PAD SITUATED PARTIALLY IN PLATTED EASEMENT AND PARTIALLY IN EASEMENT RECORDED NOVEMBER 29, 2000 IN BOOK 1926 AT PAGE **1920**

    SAID DOCUMENT STORED AS OUR IMAGE **76603602**

29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSIDERATION, CONDITIONS SUBSEQUENT, RIGHTS OF ENTRY FOR CONDITION BROKEN, USE RESTRICTION, AND OTHER REMEDIES, AS SET FORTH AND RESERVED IN SPECIAL WARRANTY DEED BY AND BETWEEN THE CITY OF LONE TREE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION AND TRUCK YARD DENVER LONE TREE, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED _____ UNDER RECEPTION NO. _____.

ALTA Commitment For Title Insurance
issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions ,Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   - (a) "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 affixed 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, aavenue, 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, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   - (a) the Notice;
   - (b) the Commitment to Issue Policy;
   - (c) the Commitment Conditions;
   - (d) Schedule A;
   - (e) Schedule B, Part I—Requirements; and
   - (f) Schedule B, Part II—Exceptions; and
   - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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 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 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. **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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By _____ President

Attest _____ Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company
Disclosure Statements

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate

and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

Note: Pursuant to CRS 24-21-514.5, 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.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurance Company

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.