Fidelity National Title
NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: July 23, 2024
FILE NUMBER: 100-00100218-200-6B6, Amendment No. 1
PROPERTY ADDRESS: Parker and Pine Tract A, Parker, CO
BUYER/BORROWER: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
OWNER(S): Echelon Parker, LLC, a Delaware limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R0615910 / 2233-103-10-022

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO:	**Escrow Officer**	**ATTN:**	Sonya Bailey
		PHONE:	(303) 889-8081
		FAX:	**(303) 628-1671**
		E-MAIL:	sonya.bailey@fnf.com
	Escrow Assistant	**ATTN:**	Anna Young
		PHONE:	(303) 942-2207
		E-MAIL:	anna.young1@fnf.com
	Title Officer	**ATTN:**	Eric Gonzales
		PHONE:	(303) 692-6796
		E-MAIL:	egonzales@fnf.com
	Sales Executive	**ATTN:**	John Ellis
		E-MAIL:	jfellis@fnf.com

TO:	**Echelon Parker, LLC, a Delaware limited liability company 1051 Greenwood Springs Blvd. Suite 101 Greenwood, IN 46143**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Ryan Deckard** **rdeckard@thegarrettco.com**

TO:	**Fidelity National Title Insurance, NCS Div (DD) 1401 17th St #480 Denver, CO 80202**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Sonya Bailey** **(303) 942-2200** **(303) 628-1671** **sonya.bailey@fnf.com**

END OF TRANSMITTAL

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity 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, Fidelity National Title Insurance Company, a Florida (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 180 days 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.

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c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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 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;
   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.

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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

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
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. PROFORMA POLICY

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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. This Commitment Condition 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

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

Issuing Agent:	Fidelity National Title Insurance Co., National Commercial Services
Issuing Office:	8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:	
Issuing Office File Number:	00100218-200-6B6-EG
Property Address:	Parker and Pine Tract A, Parker, CO
Revision Number:	Amendment No. 1, Amendment Date: July 23, 2024

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **July 15, 2024**

2. Policy to be issued:

   (a) **ALTA Standard Owner's Policy (7-1-21)**

   Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

   Proposed Amount of Insurance: **$100,000.00**

   The estate or interest to be insured: **FEE SIMPLE**

   (b) **None**

   Proposed Insured:

   Proposed Amount of Insurance: **$0.00**

   The estate or interest to be insured: **FEE SIMPLE**

   (c) **None**

   Proposed Insured:

   Proposed Amount of Insurance: **$0.00**

   The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

   FEE SIMPLE

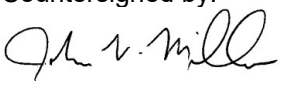
4. The Title is, at the Commitment Date, vested in:

   Echelon Parker, LLC, a Delaware limited liability company

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof.

Countersigned by:



John Miller
Authorized Signature

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SCHEDULE A
(Continued)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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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SCHEDULE A
(Continued)

PREMIUMS:

ALTA Owners Policy 7-1-21	629.00
Deletion of 1 - 3	95.00
Tax Certificate	18.00

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EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF PARKER, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Tract A, Parker and Pine Filing 2, the Plat of which was recorded September 30, 2021 at Reception No. 2021112808, County of Douglas, State of Colorado

For Informational Purposes Only:
TAX I.D. R0615910 – 2233-103-10-022

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SCHEDULE B – PART I
REQUIREMENTS

a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

d. Furnish for recordation a full release of deed of trust:

Amount:	$28,200,000.00
Dated:	July 23, 2021
Trustor/Grantor:	Echelon Parker, LLC, a Delaware limited liability company
Trustee:	Public Trustee of the County of Douglas, Colorado
Beneficiary:	Associated Bank, National Association
Recording Date:	July 29, 2021
Recording No:	Reception No. 2021090263

Assignment of Deed of Trust:

Recording Date:	August 20, 2021
Recording No.:	Reception No. 2021098534

Assignment of Leases and Rents:

Recording Date:	July 29, 2021
Recording No.:	Reception No. 2021090264

e. Furnish for recordation a termination statement terminating the financing statement described below:

Debtor:	Echelon Parker, LLC, a Delaware limited liability company
Secured Party:	Associated Bank, National Association
Recording Date:	July 29, 2021
Recording No:	Reception No. 2021090265

f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Echelon Parker, LLC, a Delaware limited liability company

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created,

c) Recordation of a Statement of Authority

d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

g. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

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

i. Execution of the Company's Lien Affidavit by the Echelon Parker, LLC, a Delaware limited liability company. In the event that the Lien Affidavit discloses the existence of new construction on the Land within the past six (6) months or plans for the commencement of new construction, additional requirements may be made.

j. The following items must be provided to the Company relevant to the determination of whether to issue Mechanics Lien Protection in connection with any policy of title insurance to be issued to-wit:

a) Financial statements from borrower(s) and loan guarantor(s) that are no older than one year and three months past its "as of" date.

b) Fixed Price contract between borrower(s) and general contractor. This is typically an American Institute of Architect's (AIA) form of contract.

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

c) Lender's Construction Loan Budget (uses of loan funds). This is usually a multi-column spreadsheet that contains total project costs, borrower's equity in the Land, borrower's funds to be deposited with the lender, construction loan funds, and other sources of project funds to be allocated toward land acquisition, hard costs of construction, tenant improvements, and commission, etc.

d) Lender's Construction Loan Agreement

e) Indemnity Agreement from borrower(s), loan guarantor(s), and general contractor

f) Misc. Documents (Payment and Performance Bonds, Appraisal, etc.)

g) Furnish Certificate of Occupancy, acceptable to the Company.

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

For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B – Part I

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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 but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.

4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

   NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.

7. All taxes and assessments, now or heretofore assessed, due or payable.

   NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The Mountain States Telephone & Telegraph Co.
Recording Date:	July 31, 1911
Recording No.:	Book 39 at Page 547

10. Any interest in all oil, gas and other mineral rights as reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

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EXCEPTIONS
(Continued)

Recording Date: January 3, 1953
Recording No.: Book 108 at Page 164

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Parker Water and Sanitation District
Purpose: Sanitary Sewer Pipe Line
Recording Date: March 13, 1973
Recording No.: Book 243 Page 418

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Parker Water and Sanitation District
Purpose: Sanitary Sewer Pipe Line
Recording Date: March 15, 1973
Recording No.: Book 243 Page 521

13. Terms, conditions, provisions, agreements and obligations contained in the Parker Water and Sanitation District Real Property Inclusion Agreement as set forth below:

Recording Date: November 2, 1984
Recording No.: Book 546 Page 540

14. Terms, conditions, provisions, agreements and obligations contained in the Findings, Judgment and Decree as set forth below:

Recording Date: May 13, 1987
Recording No.: Book 720 at Page 690

15. Terms, conditions, provisions, agreements and obligations contained in the Findings, Judgment and Decree as set forth below:

Recording Date: April 8, 1988
Recording No.: Book 785 at Page 575

16. The effect of the inclusion of the subject property in the Cherry Creek Basin Authority as set forth below:

Recording Date: May 6, 1988
Recording No.: Book 790 at Page 718

17. The effect of the inclusion of the subject property in the E-470 Public Highway Authority as set forth below:

Recording Date: May 12, 1988
Recording No.: Book 792 at Page 3

18. The effect of the inclusion of the subject property in the Parker Water and Sanitation District as set forth

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EXCEPTIONS
(Continued)

below:

Recording Date: February 3, 1993
Recording No.: Book 1109 at Page 1424

19. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.91 Series of 1994 as set forth below:

Recording Date: February 11, 1994
Recording No.: Book 1180 at Page 852

20. Terms, conditions, provisions, agreements and obligations contained in the Standard Avigation and Hazard Easement as set forth below:

Recording Date: September 6, 2001
Recording No.: Book 2124 at Page 522

21. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the Park Auto Plaza – Development Plan as set forth below:

Recording Date: April 5, 2002
Recording No.: Reception No. 200233560
And
Recording Date: March 19, 2004
Recording No.: Reception No. 2004027563
And
Recording Date: April 27, 2009
Recording No.: Reception No. 2009030059

22. Terms, conditions, provisions, agreements and obligations contained in the Impact Area Agreement as set forth below:

Recording Date: October 31, 2002
Recording No.: Reception No. 2002115436

Notice of Extension of Impact Area Agreement:
Recording Date: September 10, 2009
Recording No.: Reception No. 2009071747

Extension Fee Assignment Agreement:
Recording Date: May 12, 2016
Recording No.: Reception No. 2016029488

Amended and Restated Construction Charges and Extension Fee Assignment Agreement:
Recording Date: May 12, 2016
Recording No.: Reception No. 2016029489

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EXCEPTIONS
(Continued)

Second Amendment to Impact Area Agreement and Second Notice of Extension:
Recording Date: August 25, 2016
Recording No.: Reception No. 2016057577

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Parker Water and Sanitation District
Purpose: Water and Sanitary Sewer Facilities
Recording Date: February 11, 2003
Recording No.: Reception No. 2003018240

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Parker Water and Sanitation District
Purpose: Water and Sanitary Sewer Facilities
Recording Date: February 11, 2003
Recording No.: Reception No. 2003018241

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Town of Parker, Colorado
Purpose: Drainage Easement
Recording Date: April 7, 2004
Recording No.: Reception No. 2004034896

26. The effect of the inclusion of the subject property in the Parker Automotive Metropolitan District as set forth below:

Recording Date: June 28, 2004
Recording No.: Reception No. 2004066836

27. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Parker Auto Plaza Filing No. 1 as set forth below:

Recording Date: November 4, 2004
Recording No.: Reception No. 2004113377

Affidavit of Plat Correction:
Recording Date: April 16, 2007
Recording No.: Reception No. 2007029974

28. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

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EXCEPTIONS
(Continued)

Recording Date: April 11, 2005
Recording No.: Reception No. 2005031189

Limited Amendment to the Declaration of Covenants, Conditions and Restrictions for Parker Auto Plaza:
Recording Date: August 12, 2014
Recording No.: Reception No. 2014045411

Supplemental Declaration of Covenants and Restrictions:
Recording Date: July 15, 2021
Recording No.: Reception No. 2021085868.

Supplemental Declaration of Covenants and Restrictions:
Recording Date: July 29, 2021
Recording No.: Reception No. 2021090261

Supplemental Declaration and Amendment of Covenants and Restrictions
Recording Date: July 20, 2023
Recording No.: Reception No. 2023031051

29. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.187, Series of 2007 as set forth below:

Recording Date: May 10, 2007
Recording No.: Reception No. 2007038423

Enclave 3 – 2006 – Parker Auto Plaza Annexation to the Town of Parker:
Recording Date: May 10, 2007
Recording No.: Reception No. 2007038424

Ordinance No. 2.187, Series of 2007:
Recording Date: May 11, 2007
Recording No.: Reception No. 2007038637

30. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth below:

Recording Date: July 26, 2004
Recording No.: Reception No. 2004077572

31. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.193.4 as set forth below:

Recording Date: July 9, 2020
Recording No.: Reception No. 2020059996

32. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.555 as set

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EXCEPTIONS
(Continued)

forth below:

Recording Date: July 9, 2020
Recording No.: Reception No. 2020059997

33. Terms, conditions, provisions, agreements and obligations contained in the Parker and Pine Planned Development - Development Plan as set forth below:

Recording Date: July 9, 2020
Recording No.: Reception No. 2020059998

34. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Parker and Pine Filing 1 set forth below:

Recording Date: July 9, 2020
Recording No.: Reception No. 2020059999

35. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement Parker and Pine Minor Development Filing 1 as set forth below:

Recording Date: July 9, 2020
Recording No.: Reception No. 2020060000

First Amendment to Subdivision Agreement Parker and Pine Minor Development Filing No. 1 as set forth below:
Recording Date: October 7, 2020
Recording No.: Reception No. 2020096993

36. Terms, conditions, provisions, agreements and obligations contained in the Parker and Pine Mixes Use Development Planned Development Guide as set forth below:

Recording Date: July 13, 2020
Recording No.: Reception No. 2020060987

37. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097032

38. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Easement Agreement as set forth below:

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EXCEPTIONS
(Continued)

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097033

39. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097034

40. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097036

41. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Exclusive Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 20200097037

42. Terms, conditions, provisions, agreements and obligations contained in the 20 Fire Hydrant Exclusive Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097038

43. Terms, conditions, provisions, agreements and obligations contained in the 20 Fire Hydrant Exclusive Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097039

44. Terms, conditions, provisions, agreements and obligations contained in the 20 Fire Hydrant Exclusive Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097041

45. Terms, conditions, provisions, agreements and obligations contained in the 20 Fire Hydrant Exclusive Easement Agreement as set forth below:

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097042

46. Terms, conditions, provisions, agreements and obligations contained in the 50-Foot Non-Exclusive Easement Agreement as set forth below:

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EXCEPTIONS
(Continued)

Recording Date: October 7, 2020
Recording No.: Reception No. 2020097043

47. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: March 22, 2021
Recording No: Reception No. 2021037878

Note: First Amendment to Master Declaration of Easement, Covenants, Conditions and Restrictions recorded June 4, 2021 at Reception No. 2021070167

48. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Parker Water and Sanitation District
Recording Date: September 1, 2021
Recording No: Reception No. 2021102312

49. Terms, conditions, provisions, agreements and obligations contained in the 20-foot Fire Hydrant Exclusive Easement Agreement as set forth below:

Granted to: Parker Water and Sanitation District
Recording Date: September 1, 2021
Recording No.: Reception No. 2021102313

50. Terms, conditions, provisions, agreements and obligations contained in the 50-foot Non-Exclusive Easement Agreement as set forth below:

Granted to: Parker Water and Sanitation District
Recording Date: September 1, 2021
Recording No.: Reception No. 2021102314

51. Easements, notes, terms, conditions, provisions, agreements, and obligations as shown on the plat of Parker and Pine Filing 2

Recording Date: September 30, 2021
Recording No.: Reception No. 2021112808

52. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.193.6, Series of 2021 as set forth below:

Recording Date: December 20, 2021

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EXCEPTIONS
(Continued)

Recording No.: Reception No. 2021139379

53. Terms, conditions, provisions, agreements and obligations contained in the Development Guide: Parker Auto Plaza as set forth below:

Recording Date: December 21, 2021
Recording No.: Reception No. 2021139783

54. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement Parker and Pine Filing No. 2 as set forth below:

Recording Date: October 1, 2021
Recording No.: Reception No. 2021112935

55. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: August 9, 2022
Recording No.: Reception No. 2022054189

56. Terms, conditions, provisions, agreements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: March 24, 2023
Recording No.: Reception No. 2023011996

END OF SCHEDULE B – PART II

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Co., National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: “A closing protection letter is available to be issued to lenders, buyers and sellers.”
- If the sales price of the subject property exceeds $100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
    - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened**. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

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- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

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

Choices With Your Information
Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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