

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE "A"**

Commitment Number: **24695393A**

Effective Date of Commitment: October 24, 2018 @ 08:00 am

Customer Reference: CO46103-A Uss Manitou Water Prepared For: SBA - Buy Out Group

Inquiries Should Be Directed To: **Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Toll-Free phone: 866-552-0129**

1. Policy or Policies to be issued:

A. ALTA OWNERS POLICY 2006 Amount: \$0.00

Proposed INSURED: SBA 2012 TC Assets, LLC, a Delaware limited liability company

B. ALTA LOAN POLICY 2006 Amount: \$0.00

Proposed INSURED:

2. The estate or interest in the land described or referred to in the Commitment and covered herein is **Leasehold Estate**.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

George R. Vahsholtz and Teresa K. Vahsholtz

4. The land referred to in this Commitment is situated in the County of El Paso, State of Colorado, and is described as follows:

See Exhibit "A" Attached

Countersigned:

By: 
Authorized Signatory

Valid Only If Schedule B and Cover Are Attached

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE**

SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable.
Type of Tax: County
For the period: 2017 (Payable 2018)
In the amount of: \$1,849.21 annually
Tax parcel ID #: 8326400018
Paid through: 2017
Total Assessment: \$24,780.00
Any tax delinquencies noted above must be paid at closing, plus penalties and interest.
2. All current owners of the property must execute and deliver to the Company its OWNER'S AFFIDAVIT AND AGREEMENT or OWNER'S DECLARATION (as attached). This is to be completed by the record owner and submitted with the closing documents. The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.
3. Pay the agreed amounts for the interest(s) to be insured, and pay us the premiums, fees and charges for the policy.
4. Instrument(s) satisfactory to create the estate or interest to be insured must be properly executed (see Document(s) Requirement Note below), delivered and duly filed for record, including any Recorder of Deeds' or Clerks' required Cover Sheets, Affidavits or Forms:

A. Memorandum of Lease from George R. Vahsholtz and Teresa K. Vahsholtz to SBA 2012 TC Assets, LLC, a Delaware limited liability company.

Each document submitted for recording must be executed before an FNF approved Notary for acknowledgement. Properly completed and executed attached Affidavit of Notary will be sufficient evidence of compliance with FNF approved Notary requirement.

Each document involving an entity as a party, must include a statement of the state of formation for the entity and must correctly recite any mergers, name changes, fictitious names or erroneous names appearing in the title to clarify the record.

Power of Attorney ("POA") - We will not accept documents signed by an agent without prior review and approval by this office. Additional requirements will be added upon approval of a POA.

Each document received by this office for recording must be dated and executed no more than five (5) days before we receive it. In some cases a document received by our office more than five (5) days after execution, may be subject to fines or additional fees imposed by the Clerk's office. FNF-CLSS is not responsible for payment or fronting of any fine or fee for tardy submission of a document and we may hold such document until we receive funds sufficient to cover the cost of recording plus the fine or fee.

SCHEDULE B - SECTION I
Continued

5. Marital status of individuals needs to be disclosed and for a married individual, or more than one individual not married to one another, the following must be complied with {document must recite marital status in spousal/homestead state}:

Non-vested spouse must sign if property in:

AK, AZ, AR, CA, IA, KS, KY, LA, MN, MO, NC, NE, NV, NH, NM, OH, OK, PA (only if pending divorce or action involving equitable distribution), SD, TN, UT, WA, or WY; or

Non-vested spouse must sign if property is homestead property and in:

AL, CO, FL, ID, IL, MA, MI, MS, MT, NJ (referred to as "joint possession of the principal matrimonial residence"), ND, TX, VT or WI (unless purchase money mortgage); or

Non-vested spouse not required to transfer to a bona fide purchaser if property in:

CT, DE, DC, GA, HI, IN, ME, MD, NY, OR, RI, SC, VA, or WV.

6. For SBA 2012 TC Assets, LLC, a Delaware limited liability company (hereinafter referred to as LLC):
- A. The Company must be provided with a copy of
 - a. the Articles of Organization,
 - b. written Operating Agreement and all amendments thereto,
 - c. current membership roster, and
 - d. a certificate of good standing (or current registration) of LLC.
 - B. Unless the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are executed by all Members, the Company must be furnished a Resolution of all Members of the LLC approving the transaction and ratifying and confirming action taken or to be taken by the Manager(s) or Managing Member(s).
 - C. In lieu of A and B above, certification by LLC's attorney that LLC is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are pursuant to the terms of its operating agreement.
 - D. Execution of any recordable document (also any Company affidavit, cover sheet, or other executed document), must include proper state of formation; and, if applicable, correctly reflect any mergers, name changes, erroneous names used or variations in title.

Notice: *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 any transaction involving Land that is associated with these activities. If we insure we will insert an exception that reads:*

The violation or enforcement of any federal, state or local law relating to the use of the Land. Neither this Exception nor the issuance of this Commitment/Policy in any way limits any Exclusion from Coverage contained in this Policy.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. If Commitment Jacket was inadvertently omitted it will be provided upon request.

(END OF SCHEDULE B - SECTION I)

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE**

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, 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. 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.
6. Taxes and special assessments which are not shown as existing liens by the public records.
7. Taxes for the year 2018 and subsequent years, a lien not yet due and payable.
8. Access rights to State Highway 4 as described in Deed recorded on 09/28/1964 in Deed Book 2036, Page 710.
9. Grant of Right of Way in favor of City of Colorado Springs, set forth in instrument recorded on 05/10/1978 in Deed Book 3037, Page 411; Addendum to Grant of Right of Way from George Vahsholtz and Teresa Vahsholtz to Colorado Springs Utilities, dated 04/25/2013 and recorded 05/01/2013 in Instrument No. 213056210.
10. Resolution No. 93-419, Land Use-129 recorded on 01/24/1994 in Deed Book 6365, Page 587.
11. Easement in favor of U S West NewVector Group, Inc., set forth in instrument recorded on 10/13/1994 in Deed Book 6543, Page 586.
12. Terms and conditions of Unrecorded Option and Site Lease Agreement dated 08/26/1997 by and between George R. Vahsholtz and Teresa K. Vahsholtz, and U S West Communications Wireless Group; Consent to Assignment, dated 10/09/1997; Memorandum of Assignment and Assumption Agreement from Qwest Wireless, L.L.C., a Delaware limited liability company to Sprint Spectrum L.P., a Delaware limited liability company, dated 05/14/2004 and recorded 07/15/2004 in Instrument No. 204118433; Assignment and Assumption of Lease from Sprint Spectrum Equipment Company, L.P., a Delaware limited partnership to Tower Entity 2 LLC, a Delaware limited liability company, dated 09/23/2008 and recorded 01/02/2009 in Instrument No. 2009000057.
13. Terms and conditions of Memorandum of Agreement dated 03/31/2009 by and between George R. Vahsholtz and Teresa K. Vahsholtz, and TowerCo Assets LLC, a Delaware limited liability company, recorded on 04/13/2009

SCHEDULE B - SECTION II
Continued

in Instrument No. 209037004; Amended Memorandum of the Option and Site Lease Agreement, dated 08/08/2011 and recorded 08/16/2011 in Instrument No. 211078991; Unrecorded Second Amendment to Option and Site Lease Agreement dated 08/08/2011 by and between George R. Vahsholtz and Teresa K. Vahsholtz, and TowerCo Assets LLC, a Delaware limited liability company.

14. Telecommunications Easement in favor of CCG SPV I, LLC, a Delaware limited liability company, dated 11/10/2011 and recorded 11/21/2011 in Instrument No. 211114655.
15. Assignment and Assumption of Lease and/or Rents from George R. Vahsholtz and Teresa K. Vahsholtz to CCG SPV I, LLC, a Delaware limited liability company, dated 11/10/2011 and recorded 11/21/2011 in Instrument No. 211114656.
16. Deed of Trust, Assignment of Easements and Assignment of Leases and Rents from CCG SPV I, LLC, a Delaware limited liability company, Grantor(s), to The Public Trustee of El Paso County, Trustee(s), in favor of Deutsche Bank Trust Company Americas, a New York banking corporation, dated 05/15/2013, and recorded 07/10/2013 in Instrument No. 213088601, in the original amount of \$123,305.40.
17. Property Line Agreement by and between Nils Pedersen, and George R. Vahsholtz and Teresa K. Vahsholtz, recorded on 12/02/2016 in Instrument No. 216140446.
18. Easement Agreement in favor of SBA 2012 TC Assets, LLC, a Delaware limited liability company, set forth in instrument recorded on 07/13/2017 in Instrument No. 217081906.

END OF EXCEPTIONS
(END OF SCHEDULE B - SECTION II)

EXHIBIT "A"
Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

The real property, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

A part of the Northeast quarter of the Southeast quarter of Section 26 in Township 13 South, Range 68 West of the 6th P.M. El Paso County, Colorado, described as follows: Beginning at a point on the South line of said Northeast quarter of the Southeast quarter of Section 26, a distance of 387.0 feet East of the Southwest corner thereof; thence North 00 degrees 26 minutes East, 314.46 feet, thence North 22 degrees 00 minutes West, 81.50 feet; thence North 18 degrees 02 minutes East, 498.67 feet to the Southerly right of way of Colorado State Highway No. 24, as conveyed to the Department of Highways, State of Colorado by Deed recorded in Book 2036 at Page 712, thence Southeasterly on said Southerly right of way line to intersect the Easterly line of said Northeast quarter of the Southeast quarter; thence South on said East line to the Southeast corner of said Northeast quarter of the Southeast quarter, thence West on the South line of said Northeast quarter of the Southeast quarter, 882.0 feet, more or less, to the point of beginning; Property Line Agreement by and between Nils Pedersen, and George R. Vahsholtz and Teresa K. Vahsholtz, recorded on December 02, 2016 in Instrument No. 216140446.

AND BEING the same property conveyed to George R. Vahsholtz and Lynne L. Vahsholtz from Win-Try, Inc. by Warranty Deed dated August 23, 1982 and recorded October 27, 1982 in Deed Book 3626, Page 953; AND FURTHER CONVEYED to Lynne L. Vahsholtz from George R. Vahsholtz by Deed dated December 28, 1987 and recorded December 30, 1987 in Deed Book 5460, Page 594; AND FURTHER CONVEYED to George Vahsholtz from Win-Try Corporation, a Colorado corporation by Deed dated November 26, 1990 and recorded November 30, 1990 in Deed Book 5794, Page 383; AND FURTHER CONVEYED to George R. Vahsholtz from Lynne L. Vahsholtz by Quit Claim Deed dated April 21, 1994 and recorded April 22, 1994 in Deed Book 6430, Page 1230; AND FURTHER CONVEYED to George R. Vahsholtz and Teresa K. Vahsholtz from George R. Vahsholtz by Quit Claim Deed dated December 17, 2002 and recorded October 02, 2003 in Instrument No. 203000304.

Tax Parcel No. 8326400018

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type:	County
Taxes are Paid:	Semi-Annual
Due Date(s):	February 28th, June 15th
Tax Authority Name:	El Paso Treasurer
Phone:	719-520-7900

Additional notes regarding taxes, documents and/or special recordation requirements:

- Real Property Transfer Declaration form (TD1000) is required for all conveyance documents.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

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.

Browsing Information. FNF may automatically collect 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 mobile 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.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- 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.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to 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 third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

We 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.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



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 corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

President

Attest:

Secretary

This page is only a part of a 2016 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.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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Commitment No.: 24695393A

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

This page is only a part of a 2016 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.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

AFFIDAVIT OF NOTARY

I, _____ (please print name as commissioned),
the undersigned Notary Public, do hereby affirm and attest to Fidelity National Title Insurance Company one of the
following (please check one) is an accurate statement:

- ☐ I am a Bancserv notary (and by checking this box I certify I was assigned by Bancserv for this notary service); or
- ☐ I am an FNF-approved notary on the FNTG Field Compliance Approved Third Party list; or
- ☐ I am a licensed attorney or a notary working under the supervision of a licensed attorney. Insert lawyer or law
firm:

_____; or

- ☐ I am a notary working in a bank or credit union (this option is only applicable for notaries at banks {FDIC
insured} and credit unions {NCUA insured} and is not applicable for notaries at mortgage companies or
mortgage brokers).

Bank or credit union name: _____

Bank/credit union employee title: _____

Branch name or street address: _____

Telephone number of bank or credit union: _____

Date

Notary Public signature

(_____)_____
Telephone contact

Notary # or Seal for identification purposes

Fidelity National Title Insurance Company
OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 24695393A

State of Colorado
County of El Paso

George R. Vahsholtz and Teresa K. Vahsholtz

("Owner"), being the individual owner(s) who are signing below, or the entity in ownership, which is represented by the individual(s) signing below; who, being duly sworn according to the law, deposes and says as follows (as the "Affiant"):

1. That Affiant, as individual owner, has personal knowledge of the facts sworn to this affidavit; or, that Affiant, as entity representative, either has personal knowledge of the facts sworn to this affidavit, or has made statements based on diligent inquiry of the entity personnel and agents and on a diligent review of the entity records, and the statements are made on behalf of the entity and said Affiant is fully authorized to make this affidavit.
2. That Owner is the owner of the premises described in the Commitment(s) listed above ("the Property") and shown in Exhibit A. Ownership shall mean that interest held by the Owner in the Property, whether a fee, leasehold or easement estate, and all statements below are in reference to said interest in said Property.
3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the Property within 4 months (herein after referred to as "Mechanics' Lien Filing Period") prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the Property during such Mechanics' Lien Filing Period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with constructions, repairs, or improvements on the Property during such Mechanics' Lien Filing Period, except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐ }
4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐ }
5. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals, other than those shown in Commitment 24695393A.
6. I represent to Fidelity National Title Insurance Company that the Property is now free and clear of all delinquent taxes, liens, mortgages/deeds of trust/deeds to secure debt, judgments, decrees, or other encumbrances; that there are no unemployment compensation, federal social security, alcoholic beverage law or other delinquent state or federal taxes due and owing from the company; that there are no unpaid or delinquent real estate taxes or assessments or unpaid or delinquent water or sewer service charges against said premises; and that there are no unpaid or delinquent homeowner/condominium association dues (if applicable); EXCEPT THAT the matters specifically identified in the Commitment and those, if any, listed on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐ }
7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
8. That no proceedings in bankruptcy has ever been instituted by or against the Owner (and if a partnership, against the general partner(s) thereof), nor has the Owner ever made an assignment for the benefit of creditors.
9. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.
10. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes
a. due or owing against said Property and that

Fidelity National Title Insurance Company

OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 24695393A

b. no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.

11. That there has been no notice nor does Affiant have any knowledge of any
a. recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the Property
b. any proceeding which could result in an increase tax or assessment liability against the Property.
12. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐ }

Owner, recognizing that funding may occur prior to the Deed, Lease, MOL, Easement, Mortgage, Deed to Secure Debt, Deed of Trust, or any Assignment being officially filed for record in the appropriate Clerk's Office, represents that there will be no further encumbrances or change of title pending the issuance of the title insurance policy which this affidavit is made to support and agrees that in consideration of [Fidelity National Title Insurance Company](#) (hereinafter "Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date of the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the GAP. Owner further agrees to hold harmless and indemnify Company against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which may arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. This Affidavit is given to induce Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Owner does hereby indemnify and hold Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which Company shall suffer or incur or become liable under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

DATED: _____

George R. Vahsholtz and Teresa K. Vahsholtz

By: _____

By: _____

State of _____,

County/City of _____,

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20____,

By:

Notary Public