

COMMITMENT FOR TITLE INSURANCE

Issued by Fidelity National Title Insurance Company



Fidelity National Title
Insurance Company

Fidelity National Title Insurance Company, a Florida corporation, ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate Six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Fidelity National Title Insurance Company

Attest:

Secretary



By:

President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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

Commitment Number: **23253661** Effective Date of Commitment: June 13, 2017 @ 8:00 am
Customer Reference: US-CO-5052 Prepared For: Vertical Bridge, LLC

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: Vertical Bridge Development II, LLC
 - 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:

Falcon School District 49, of the County of El Paso and State of Colorado
4. The land referred to in this Commitment is situated in the City of Falcon, 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: 2016
In the amount of: TAX EXEMPT
Tax parcel ID #: 4306102001
Paid through: TAX EXEMPT
Total Assessment: \$0.00
Any tax delinquencies noted above must be paid at closing.
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 Falcon School District 49, of the County of El Paso and State of Colorado to Vertical Bridge Development II, LLC.

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. For Falcon School District 49, of the County of El Paso and State of Colorado (hereinafter referred to as Municipality): Resolution or Ordinance properly passed by Municipality permitting above transaction and properly directing appropriate governmental authorities to execute contemplated documents (said Resolution or Ordinance shall be recorded prior to above documentation or as an exhibit to said documentation). Resolution or Ordinance must provide attendance record of those voting and voting record for the approved sale. UPON RECEIPT OF VOTING RECORD ADDITIONAL REQUIREMENTS MAY APPLY.

6. For Vertical Bridge Development II, LLC (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.

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. The property insured herein is now listed as tax-exempt for the year 2016. This policy is subject to all taxes which may be hereafter levied against said property.
8. Except the coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals; including, but not limited to, express or implied easements in, over and under that estate for the entry and removal of minerals. This policy should not be construed as insuring against loss or damage resulting to the surface of the land or any improvements thereon caused by surface entry or by the removal of the oil, gas, and other minerals lying thereunder. See instrument recorded in Deed Book 2049, Page 330.
9. Right of Way Agreement in favor of Diamond Shamrock Pipeline Company, a Delaware corporation, set forth in instrument recorded on 09/03/1996 in Instrument No. 96111302.
10. Grant of Easement in favor of Woodmen Hills Metropolitan District, set forth in instrument recorded on 07/14/1999 in Instrument No. 099112622.
11. Grant of Easement in favor of Woodmen Hills Metropolitan District, set forth in instrument recorded on 07/14/1999 in Instrument No. 099112623.
12. Plat recorded on 07/29/1999 in Instrument No. 99121673.

SCHEDULE B - SECTION II
Continued

13. Terms and conditions of Ground Lease dated 04/18/2001 by and between El Paso County Consolidated School District No. 49 also known as Falcon School District No. 49, and Banc One Leasing Corporation, recorded on 04/20/2001 in Instrument No. 201049837.
14. A cloud on title as illustrated by the break in title between Deed indexed from Juanita Hudson, also known as Willie Juanita Hudson to Hassler and Bates Company, a Colorado corporation, dated 12/15/1964, and recorded 12/16/1964 in Deed Book 2049, Page 330 and subsequent Deed from Falcon Properties and Investments, LLP to Falcon School District 49, of the County of El Paso and State of Colorado, dated 04/06/1999, and recorded 04/08/1999 in Instrument No. 099054253.

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:

Tract A, Woodmen Hills Filing No. 8, County of El Paso, State of Colorado.

AND BEING a portion of the same property conveyed to Falcon School District 49, of the County of El Paso and State of Colorado from Falcon Properties and Investments, LLP by Special Warranty Deed dated April 06, 1999 and recorded April 08, 1999 in Instrument No. 099054253.

Tax Parcel No. 4306102001

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**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address/demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

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);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

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

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes - to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes - information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances (“opt-out”):

- for our affiliates' everyday business purposes - information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

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 and 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 share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union 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 and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms 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 with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

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 23253661

State of Colorado
County of El Paso

Falcon School District 49, of the County of El Paso and State of Colorado

("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 23253661.
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

Fidelity National Title Insurance Company
OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 23253661

- a. due or owing against said Property and that
 - 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: _____

Falcon School District 49, of the County of El Paso and State of Colorado

NOTARY ACKNOWLEDGEMENT

By: _____ State: _____

By: _____ County/City: _____

Sworn, subscribed to and acknowledged before me
this ____ day of _____, ____.

By: _____
Notary Public