Land Title
GUARANTEE COMPANY
Since 1967

Customer Distribution

Our Order Number: ABC50042429-10

Date: 09-29-2016

Property Address: 10775 & 10779 HIGHWAY 6, GYPSUM, CO 81631

For Title Assistance
Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4175 (phone)
303-393-4842 (fax)
sbennetts@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Attorney for Seller
SARAH J BAKER PC
Attention: SARAH BAKER
PO BOX 4551
EAGLE, CO 81631
970-331-3755 (phone)
970-331-0799 (work)
866-597-4823 (work fax)
sbaker@sbakerpc.com
Delivered via: Electronic Mail

DEAN ROSTROM
Attention: DEAN ROSTROM
dean@evergreencleanenergy.com,kendric@evergreencleanenergy.com
Delivered via: Electronic Mail

ALTA COMMITMENT
First American Title Insurance Company
Schedule A

Order Number: ABC50042429-10

Customer Ref -Loan No.:

Property Address:

10775 & 10779 HIGHWAY 6, GYPSUM, CO 81631

1. **Effective Date:**

   09-21-2016 At 5:00 P.M.

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

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

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

   A FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   CLEARWATER VENTURES LLC, A UTAH LIMITED LIABILITY COMPANY

5. **The Land referred to in this Commitment is described as follows:**

   LOT 2, EAGLE VALLEY INDUSTRIAL PARK SUBDIVISION, A RESUBDIVISION OF LOTS 1 & 2, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED MARCH 29, 2016 UNDER RECEPTION NO. 201604273, COUNTY OF EAGLE, STATE OF COLORADO.

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ALTA COMMITMENT
First American Title Insurance Company
Schedule B Section 1

(Requirements)

Order Number: ABC50042429-10

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (c) Payment of all taxes, charges or assessments levied and assessed against the subject premises which are due and payable.

Item (d) Additional requirements, if any disclosed below:

1. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TOWN OF GYPSUM TRANSFER TAX HAVE BEEN SATISFIED.

2. RELEASE OF LIEN AS EVIDENCED BY THE STATEMENT OF LIEN OF WELLONS, INC. IN THE AMOUNT OF $14,441,874.31 RECORDED OCTOBER 20, 2014, UNDER RECEPTION NO. 201417905.

   AMENDED LIEN STATEMENT RECORDED DECEMBER 16, 2014 UNDER RECEPTION NO. 201421615.

3. ORDER OF DISMISSAL ISSUED BY THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO OF CIVIL ACTION NO. 15CV01252-RBJ ENTITLED WELLONS, INC., PLAINTIFF, VS. CLEARWATER VENTURES, LLC, DEFENDANT. NOTICE OF COMMENCEMENT OF LIEN ENFORCEMENT ACTION RECORDED JUNE 18, 2015, UNDER RECEPTION NO. 201511079.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR CLEARWATER VENTURES LLC, A UTAH LIMITED LIABILITY COMPANY RECORDED MAY 14, 2013 AT RECEPTION NO. 201309471 IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES SARAH J. BAKER AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. WARRANTY DEED FROM CLEARWATER VENTURES LLC, A UTAH LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

First American Title Insurance Company
Schedule B Section 2

(Exceptions)

Order Number: ABC50042429-10

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**

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

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

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

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

6. **Any and all unpaid taxes, assessments and unredeemed tax sales.**

7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

8. EXISTING LEASES AND TENANCIES, IF ANY.

9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 23, 1902 IN BOOK 48 AT PAGE 486.

10. ANY RIGHTS, INTERESTS OR EASEMENTS IN FAVOR OF THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXISTS OR ARE CLAIMED TO EXIST IN, OVER, UNDER AND/OR ACROSS THE WATERS AND PRESENT AND PAST BED AND BANKS OF THE EAGLE RIVER AS SHOWN ON THE PLAT OF EAGLE VALLEY INDUSTRIAL PARK SUBDIVISION RECORDED APRIL 25, 2013 UNDER RECEPTION NO. 201308178.

11. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT THE LOCATION OF THE EAGLE RIVER, AS SHOWN ON THE PLAT OF EAGLE VALLEY INDUSTRIAL PARK SUBDIVISION RECORDED APRIL 25, 2013 UNDER RECEPTION NO. 201308178, HAS MOVED.

12. (ITEM INTENTIONALLY DELETED)

13. EASEMENT AND RIGHT OF WAY AS GRANTED TO THE STATE OF COLORADO IN INSTRUMENT RECORDED JANUARY 22, 1935 IN BOOK 116 AT PAGE 312.

14. NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, ACCESS TO THE PROPERTY IS LIMITED TO THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMERCIAL PRIVATE ROAD CROSSING AGREEMENT AS MEMORIALIZED BY SHORT FORM COMMERCIAL PRIVATE ROAD CROSSING AGREEMENT RECORDED APRIL 11, 2013 UNDER RECEPTION NO. 201307320.

15. (ITEM INTENTIONALLY DELETED)

First American Title Insurance Company
Schedule B Section 2

(Exceptions)

Order Number: ABC50042429-10

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

16. LAFARGE WEST, INC., A DELAWARE CORPORATION RESERVES RIGHT, TITLE AND INTEREST IN AND TO THE SAND AND GRAVEL AND AGGREGATES ASSOCIATED WITH THE SURFACE ESTATE OF SUBJECT PROPERTY AS RESERVED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 30, 2012 UNDER RECEPTION NO. 201221858.

    SPECIAL WARRANTY DEED IN CONNECTION THEREWITH BY AND BETWEEN LAFARGE WEST, INC., A DELAWARE CORPORATION AND OLDCASTLE SW GROUP, INC., A COLORADO CORPORATION RECORDED JULY 23, 2013 UNDER RECEPTION NO. 201314939.

17. ANNEXATION MAP OF THE GYPSUM SUSTAINABLE INDUSTRIAL PARK RECORDED OCTOBER 30, 2012 UNDER RECEPTION NO. 201221859.

18. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT AND VESTED RIGHTS DEVELOPMENT AGREEMENT RECORDED OCTOBER 30, 2012 UNDER RECEPTION NO. 201221860.

19. TERMS, CONDITIONS AND PROVISIONS OF PARTIAL ASSIGNMENT OF ANNEXATION AGREEMENT AND VESTED RIGHTS DEVELOPMENT AGREEMENT RECORDED OCTOBER 30, 2012 UNDER RECEPTION NO. 201221861.

20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAGLE VALLEY INDUSTRIAL PARK SUBDIVISION RECORDED APRIL 25, 2013 UNDER RECEPTION NO. 201308178.

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SHORT FORM COMMERCIAL PRIVATE ROAD CROSSING AGREEMENT RECORDED APRIL 11, 2013 UNDER RECEPTION NO. 201307320.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SHORT FORM PIPELINE CROSSING AGREEMENT RECORDED MAY 07, 2013 UNDER RECEPTION NO. 201309023.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SHORT FORM OF LEASE AGREEMENT AND GRANT OF PERPETUAL EASEMENTS DATED OCTOBER 29, 2012 BY AND BETWEEN CLEARWATER VENTURES, LLC, A UTAH LIMITED LIABILITY COMPANY, LESSOR, AND EAGLE VALLEY CLEAN ENERGY, LLC, A UTAH LIMITED LIABILITY COMPANY, LESSEE, RECORDED MAY 08, 2013 UNDER RECEPTION NO. 201309170.

    NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

24. (ITEM INTENTIONALLY DELETED)

25. (ITEM INTENTIONALLY DELETED)

26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED OCTOBER 15, 2014 UNDER RECEPTION NO. 201417682.

27. (ITEM INTENTIONALLY DELETED)

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT

First American Title Insurance Company
Schedule B Section 2

(Exceptions)

Order Number: ABC50042429-10

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

RECORDED MARCH 29, 2016 UNDER RECEPTION NO. 201604271.

29. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAGLE VALLEY INDUSTRIAL PARK SUBDIVISION, A RESUBDIVISION OF LOTS 1 & 2 RECORDED MARCH 29, 2016 UNDER RECEPTION NO. 201604273.

LAND TITLE GUARANTEE COMPANY

LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

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

A) The Subject real property may be located in a special taxing district.
B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
D) The Company must receive payment of the appropriate premium.
E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

First American Title™

Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites o the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the side, pages viewed and similar information. First American uses this information to measure the use of our side and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the person information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we sill only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing he collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in indentifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

JOINT NOTICE OF PRIVACY POLICY OF

LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

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

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

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

  and

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

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

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

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

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 acquires actual knowledge of any defect, lien, encumbrance, adverse claim or the 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 the 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 the 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.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org

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

John E. Freyer
President

Authorized Officer or Agent

First American Title Insurance Company

Dennis J. Gilmore

Jeffrey S. Robinson
Secretary

AMERICAN LAND TITLE ASSOCIATION