



Stewart Title - Denver  
55 Madison Street, 4th Floor  
Denver, CO 80206

**Date:** August 15, 2017  
**File Number:** 01330-91309- Amendment No. 3  
**Buyer:**  
**Seller:** Miller Family Real Estate, L.L.C., Jade Star Enterprises, LLC, and FCA Realty LLC, a Delaware limited liability company, as successor by name change of Chrysler Group Realty Company LLC  
**Property:** 10369 Quivas Street, Thornton, CO 80602  
10345 Quivas Street, Thornton, CO 80602  
10325 Quivas Street, Thornton, CO 80602  
0 Vacant Land, Thornton, CO 80602  
0 Vacant Land, Thornton, CO 80602  
0 Vacant Land, Thornton, CO 80602  
0 Vacant Land, Thornton, CO 80602  
1700 West 104TH Avenue, Thornton, CO

**Please direct all Title inquiries to:**

Lynda Rosamond  
**Phone:** (303) 780-4012  
**Email Address:** [lynda.rosamond@stewart.com](mailto:lynda.rosamond@stewart.com)

**OWNERS:**

Miller Family Real Estate, L.L.C. and Jade Star Enterprises, LLC and FCA Realty LLC, a Delaware limited liability company, as successor by name change of Chrysler Group Realty Company LLC

**DISTRIBUTION:**

Founders Title Company  
746 E Winchester, Suite 200  
Salt Lake City, Utah 84107  
Phone: 801-261-05505  
Attn: Bruce Hancey  
Email: [bruce@founderstitle.com](mailto:bruce@founderstitle.com)

Delivery Method: Emailed

***THIS REVISION INCLUDES THE FOLLOWING CHANGE(S):***

Schedule A: Update Effective Date  
Schedule B-2: Add Exception 70

***We Appreciate Your Business and Look Forward to Serving You in the Future.***

**ALTA Commitment Form**  
**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**STEWART TITLE GUARANTY COMPANY**

STEWART TITLE GUARANTY COMPANY, a Texas 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.

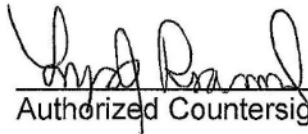
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


  
\_\_\_\_\_  
Authorized Countersignature

**stewart**  
title guaranty company



  
\_\_\_\_\_  
Matt Morris  
President and CEO

Stewart Title - Denver  
55 Madison Street, 4th Floor  
Denver, CO 80206  
(303) 331-0333

  
\_\_\_\_\_  
Denise Carraux  
Secretary



## 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.
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 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 <<http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: **01330-91309- Amendment No. 3**

1. Effective Date: **August 04, 2017, at 8:00 A.M.**

2. Policy or Policies to be issued: **Amount of Insurance**

(a) ALTA Owner's Policy                      Information Only Title Commitment

Proposed Insured:

(b) ALTA Loan Policy

Proposed Insured:

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

Fee Simple

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

Miller Family Real Estate, L.L.C., a Utah limited liability company as to Parcels A, B, and E;  
and Jade Star Enterprises, LLC, a Colorado limited liability company as to Parcels C and D; and  
FCA Realty LLC, a Delaware limited liability company, as successor by name change of Chrysler Group Realty  
Company LLC, a Delaware limited liability company as to Parcel F

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

**See Attached Legal Description**

Purported Address:  
10369 Quivas Street  
Thornton, CO 80602  
10345 Quivas Street  
Thornton, CO 80602  
10325 Quivas Street  
Thornton, CO 80602  
0 Vacant Land  
Thornton, CO 80602  
0 Vacant Land  
Thornton, CO 80602  
0 Vacant Land  
Thornton, CO 80602  
0 Vacant Land  
Thornton, CO 80602  
1700 West 104TH Avenue  
Thornton, CO

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

**Commercial Rate:**

Information Only Commitment	(\$500.00)
Extra Parcel Fee	(\$600.00)
Additional Extra Parcel Fee	\$100.00

(Schedule No(s):

R 0043497 (A);  
R 0043498 (B);  
R 0043499 (C);  
R 0178841 (D);  
R 0178839; R 1078840; and R 0178842 (E);  
R 0178259 (F)

**SCHEDULE A**  
**LEGAL DESCRIPTION**

**PARCEL A:**

Lot 1, [Molar Mountain Subdivision First Filing](#),  
County of Adams,  
State of Colorado

**PARCEL B:**

Lot 2, [Molar Mountain Subdivision First Filing](#),  
County of Adams,  
State of Colorado

**PARCEL C:**

Lot 1, Block 1, [Pfister Subdivision](#),  
County of Adams,  
State of Colorado

**EXCEPTING** therefrom that portion of said property showing on the recorded plat as 'dedicated to City of Thornton'.

**PARCEL D:**

Tract C, [Landmark Towers](#),  
County of Adams,  
State of Colorado

**PARCEL E:**

Tracts A, B and D, [Landmark Towers](#),  
County of Adams,  
State of Colorado.

**Together** with those portions of W 103rd Avenue lying adjacent to said Parcel E, vacated by Ordinance No. 3077 recorded December 16, 2008 at [Reception No. 2008000096938](#),  
County of Adams,  
State of Colorado

**PARCEL F:**

Lot 1A,  
[Wafer Subdivision Amendment No. 1](#),  
County of Adams,  
State of Colorado

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 01330-91309- Amendment No. 3

**The following are the requirements to be complied with:**

1. **Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.**
2. **Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.**
3. NONE AT THIS TIME.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. The limit of liability of Stewart Title Company for any causes of action directly or indirectly related to the search service shall be, in the total amount, limited to the charge paid under this agreement, \$500.00, or \$2,000, whichever is greater.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 01330-91309- Amendment No. 3

**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. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Existing leases or tenancies, if any, and any and all parties claiming by, through or under said lessees.  
NOTE: The present ownership of the leaseholds created by said leases, if any, referenced above and other matters affecting the interest of the lessees are not shown herein.

**THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL A:**

10. Order recorded October 14, 1963 in [Book 1104 at Page 397](#).
11. Utility Extension Policy Contact recorded June 25, 1969 in [Book 1526 at Page 8](#).  
NOTE: Addendum recorded June 29, 1970 in [Book 1609 at Page 4](#).  
NOTE: Second Amendment recorded November 11, 1974 in [Book 1963 at Page 19](#).
12. Right-of-Way Easement recorded July 15, 1971 in [Book 1715 at Page 20](#).
13. Right-of-Way Easement recorded July 15, 1971 in [Book 1715 at Page 21](#).
14. All matters set forth on the plat for Molar Mountain Subdivision First Filing recorded September 4, 1984 in [Plat Book F16 at Page 146](#).
15. Agreement recorded September 4, 1984 in [Book 2913 at Page 441](#).
16. [Intentionally deleted.] (Reciprocal Easement recorded February 6, 1985 in [Book 2964 at Page 906](#).)

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

17. Public Service Company of Colorado Utility Easement recorded March 7, 1989 in [Book 3542 at Page 47](#).
18. Option Agreement recorded June 6, 2014 at [Reception No. 2014000035415](#).

**THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL B:**

19. Order recorded October 14, 1963 in [Book 1104 at Page 397](#).
20. Utility Extension Policy Contact recorded June 25, 1969 in [Book 1526 at Page 8](#).  
NOTE: Addendum recorded June 29, 1970 in [Book 1609 at Page 4](#).  
NOTE: Second Amendment recorded November 11, 1974 in [Book 1963 at Page 19](#).
21. Right-of-Way Easement recorded July 15, 1971 in [Book 1715 at Page 21](#).
22. All matters set forth on the plat for Molar Mountain Subdivision First Filing recorded September 4, 1984 in [Plat Book F16 at Page 146](#).
23. Agreement recorded September 4, 1984 in [Book 2913 at Page 441](#).
24. Reciprocal Easement recorded February 6, 1985 in [Book 2964 at Page 906](#).
25. Public Service Company of Colorado Utility Easement recorded March 7, 1989 in [Book 3542 at Page 48](#).
26. Public Service Company of Colorado Easement recorded January 16, 2008 at [Reception No. 2008000003810](#).

**THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL C:**

27. Order recorded October 14, 1963 in [Book 1104 at Page 397](#)
28. Utility Extension Policy Contact recorded June 25, 1969 in [Book 1526 at Page 8](#).  
NOTE: Addendum recorded June 29, 1970 in [Book 1609 at Page 4](#).  
NOTE: Second Amendment recorded November 11, 1974 in [Book 1963 at Page 19](#).
29. Public Service Company of Colorado Utility Easement recorded April 4, 1989 in [Book 3551 at Page 97](#).
30. Developer's Agreement recorded June 1, 1989 in Book [3568 at Page 669](#).
31. All matters set forth on the plat for Pfister Subdivision recorded June 1, 1989 [File 16, Map 843, Reception No. B884303](#).
32. All matters set forth on the Pfister Planned Unit Development map recorded June 1, 1989 [Reception No. B884304](#).
33. Deed of Easement recorded September 22, 1989 in [Book 3604 at Page 345](#).
34. Deed of Trust dated December 20, 2002, executed by Off 104th LLC, a Colorado limited liability company, to the Public Trustee of Adams County, securing indebtedness in the amount of \$600,000.00, in favor of Wells Fargo Bank West, N.A., recorded January 17, 2003 at Reception No. [C 1082243](#).  
NOTE: Modification recorded September 6, 2005 at [Reception No. 20050906000963940](#).  
NOTE: Although we do not find a Release of record, the Deed of Trust shown above may have been paid through



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

a prior transaction.

35. [Intentionally deleted.] (Deed of Trust recorded November 26, 2008 at [Reception No. 2008000092908.](#))
36. Deed of Trust dated December 6, 2016, executed by Jade Star Enterprises, LLC to the Public Trustee of Adams County, securing indebtedness in the amount of \$1,401,598.07, in favor of First-Citizens Bank & Trust Company, recorded December 7, 2016 at [Reception No. 2016000106249.](#)  
NOTE: Assignment of Rents recorded December 7, 2016 at [Reception No. 2016000106250.](#)

**THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL D:**

37. Order recorded October 14, 1963 in [Book 1104 at Page 397](#)
38. Utility Extension Policy Contact recorded June 25, 1969 in [Book 1526 at Page 8.](#)  
NOTE: Addendum recorded June 29, 1970 in [Book 1609 at Page 4.](#)  
NOTE: Second Amendment recorded November 11, 1974 in [Book 1963 at Page 19.](#)
39. All matters set forth on the plat for Jones Tract recorded June 26, 1972 [File F 13, Map 66.](#)
40. All matters set forth on the plat for Wafer Subdivision recorded May 17, 1982, [File No. 14, Map No. 855, Reception No. B 377759.](#)
41. Terms, conditions, easements and reservations set forth in Ordinance No. 2954 recorded September 5, 2006 at [Reception No. 20060905000893810.](#)
42. All matters set forth on the plat for Landmark Towers recorded September 18, 2006 at [Reception No. 20060918000937270.](#)
43. [Intentionally deleted.] (Agreement recorded September 24, 2008 at [Reception No. 2008000076060.](#))
44. Terms, conditions, easements and reservations set forth in Ordinance No. 3077 recorded December 16, 2008 at [Reception No. 2008000096938.](#)

**THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL E:**

45. Order recorded October 14, 1963 in [Book 1104 at Page 397](#)
46. Utility Extension Policy Contact recorded June 25, 1969 in [Book 1526 at Page 8.](#)  
NOTE: Addendum recorded June 29, 1970 in [Book 1609 at Page 4.](#)  
NOTE: Second Amendment recorded November 11, 1974 in [Book 1963 at Page 19.](#)
47. All matters set forth on the plat for Jones Tract recorded June 26, 1972 [File F 13, Map 66.](#)
48. All matters set forth on the Thornton West II P.U.D. recorded September 26, 1978 File No. P.U.D.-212, [Reception No. B 157278.](#)
49. Utility Easement recorded December 18, 1978 in [Book 2302 at Page 500.](#)
50. Utility Easement recorded December 18, 1978 in [Book 2302 at Page 501.](#)

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

51. All matters set forth on the plat for Wafer Subdivision recorded May 17, 1982, [File No. 14, Map No. 855, Reception No. B 377759](#).
52. Rule and Order recorded December 20, 2000 in [Book 6364 at Page 246](#).
53. Easement Agreement recorded April 30, 2003 at [Reception No. C 1134805](#).
54. Terms, conditions, easements and reservations set forth in Ordinance No. 2954 recorded September 5, 2006 at [Reception No. 20060905000893810](#).
55. All matters set forth on the plat for Landmark Towers recorded September 18, 2006 at [Reception No. 20060918000937270](#).
56. Agreement for Cash Payment in Lieu of Land Dedication recorded September 24, 2008 at [Reception No. 2008000076060](#).  
NOTE: Partial Release recorded June 2, 2009 at [Reception No. 2009000039516](#).
57. Terms, conditions, easements and reservations set forth in Ordinance No. 3077 recorded December 16, 2008 at [Reception No. 2008000096938](#).
58. Access and Maintenance Easement Agreement recorded May 20, 215 at [Reception No. 2015000037485](#).

**THE FOLLOWING EXCEPTIONS PERTAIN TO PARCEL F:**

59. Utility Extension Policy Contracts recorded June 25, 1969 in [Book 1526 at Page 8](#) and October 31, 1969 in [Book 1555 at Page 277](#).  
NOTE: Addendums thereto recorded June 29, 1970 in [Book 1609 at Page 4](#) and July 3, 1970 in [Book 1610 at Page 285](#).  
NOTE: Second Amendment to Addendum recorded November 11, 1974 in [Book 1963 at Page 19](#).
60. Agreement recorded September 8, 1980 in [Book 2488 at Page 220](#).
61. All matters set forth on the Plat for Wafer Subdivision recorded May 17, 1982 at [Reception No. 8377759](#).
62. Release and Right-of-Entry recorded December 21, 1994 in [Book 4442 at Page 392](#).
63. Developer's Agreement recorded June 21, 1995 in [Book 4533 at Page 239](#).
64. Coin Operated Air-Vacuum System Installation and Lease Agreement recorded October 17, 1997 in [Book 5131 at Page 372](#).
65. Public Service Company of Colorado Easement recorded May 8, 2008 at [Reception No. 2008000037223](#).
66. All matter set forth on the Plat for Wafer Subdivision Amendment No. 1 recorded August 28, 2008 at [Reception No. 2008000069442](#).
67. First Priority Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement from Chrysler Group Realty Company, LLC, a Delaware limited liability company for the benefit of CitiBank, N.A., to secure \$10,000,000.00, dated May 24, 2011, and recorded May 31, 2011, at [Reception No. 2011000034103](#).  
NOTE: Memorandum of Intercreditor Agreements and Subordination Agreement recorded August 12, 2014 at [Reception No. 2014000053691](#). (The deeds of trust referenced therein were recorded in Arapahoe County)

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

NOTE: First Amendment recorded August 12, 2014 at [Reception No. 2014000053693](#).

68. Financing Statement filed pursuant to Uniform Commercial Code, recorded March 11, 2014, at [Reception No. 2014000014687](#), executed by Chrysler Group Realty Company LLC, as debtor, and JPMorgan Chase Bank, N.A., as Collateral Agent, as secured party.

NOTE: Amendment recorded March 9, 2015 at [Reception No. 2015000016447](#).

69. First Priority Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement from Chrysler Group Realty Company LLC, a Delaware limited liability company, for the benefit of JPMorgan Chase Bank, N.A, dated July 31, 2014, and recorded August 12, 2014, at [Reception No. 2014000053692](#).

NOTE: Memorandum of Intercreditor Agreements and Subordination Agreement recorded August 12, 2014 at [Reception No. 2014000053691](#). (The deeds of trust referenced therein were recorded in Arapahoe County)

**THE FOLLOWING EXCEPTION PERTAINS TO PARCELS C, D AND E:**

70. **Reciprocal Access Easement Agreement recorded July 31, 2017 at [Reception No. 2017000066024](#).**