Fidelity National Title Insurance Company
COMMITMENT

SCHEDULE A

Commitment No: **515-F0454714-170-RR0**

1. **Effective Date:** **May 28, 2013 at 7:00 A.M.**

2. **Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	$0.00
To Be Determined	
(b) None	$0.00
	$

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

   A Fee Simple

4. **Title to the estate or interest in the land is at the Effective Date vested in:**

   901 Eldridge, Inc., a Colorado Corporation

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

   See Attached Legal Description

(for informational purposes only) 901 Pearl Street, Boulder, CO 80302

PREMIUMS:

TBD Commitment: $475.00

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Attached Legal Description

All that portion of the Southeast Quarter of the Southeast Quarter of Section 25, Township1 North, Range 71 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the intersection of the centerline of 10th Street and Pearl Street in the City of Boulder, said intersection being marked by an iron pin established by the City Surveyor of said City of Boulder; thence South 75° 00'00" West along said centerline of said Pearl Street, 218.00 feet; thence North 15° 00'00" West at right angles to the centerline of said Pearl Street, 40.00 feet to a point on the North line of said Pearl Street, said point being Westerly 397.38 feet from the intersection of the Range line between Township 1 North, Range 70 West, and Township 1 North, Range 71 West, and the North line of said Pearl Street; thence North 15° 00'00" West at right angles to the centerline of said Pearl Street, 140.00 feet; thence South 75° 00'00" West parallel to the centerline of said Pearl Street, 0.93 feet to a point on the Easterly line of the cinder block building, known as 915 Pearl Street, extended Northerly, the true point of beginning; thence South 14° 58'56" East, 140.00 feet along the Easterly line and the Easterly line extended Northerly of said cinder block building to a point on the Northerly line of said Pearl Street; thence South 75° 00'00" West, 77.03 feet along the Northerly line of said Pearl Street; thence North 15° 00'00" West at right angles to said Pearl Street, 140.00 feet; thence North 75° 00'00" East parallel with said Pearl Street, 77.07 feet to the true point of beginning.

NOTE: Upon recordation of the Condominium Map of 901 Pearl Residences Condominiums and the Declaration of 901 Pearl Residences Condominiums, the legal description shown above will be amended to read as follows:

Residential Unit ___, 901 Pearl Residences Condominium, according to the Condominium Map of 901 Pearl Residences Condominiums recorded _____ __, 201_ as Reception No. _____, and as defined and described in the Declaration of 901 Pearl Residences Condominiums recorded _____ __, 201_ as Reception No. _____. County of Boulder, State of Colorado.

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

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

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

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

d. Evidence that any and all assessments for common expenses, if any, have been paid.

e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): 901 Eldridge, Inc., a Colorado Corporation

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

f. Furnish for record duly and properly executed Condominium Map of 901 Pearl Residences Condominium and Declaration of 901 Pearl Residences Condominiums.

NOTE: THE COMPANY MAY MAKE OTHER REQUIREMENTS OR EXCEPTIONS UPON ITS REVIEW OF THE AFORESAID PROPOSED CONDOMINIUM MAP AND CONDOMINIUM DECLARATION, OR OTHER DOCUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED OR OTHERWISE ASCERTAINING DETAILS OF THE TRANSACTION.

g. Furnish for recordation a deed as set forth below:

Grantor(s): **901 Eldridge, Inc., a Colorado Corporation**
Grantee(s): **To Be Determined**

Statement of Authority for **901 Eldridge, Inc., a Colorado Corporation** recorded April 28, 2009 at Reception No. 2995503 discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Philip Shull, as President

h. Furnish for recordation a partial release of Deed of Trust:

Amount:	$1,900,000.00
Trustor/Grantor:	901 Eldridge, Inc.
Trustee:	Public Trustee of Boulder County
Beneficiary:	AMG National Trust Bank
Recording Date:	December 11, 2012
Recording No:	Reception No. 3273996

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

i. Furnish for recordation a partial release of the Assignment of Rents,

Grantor:	901 Eldridge, Inc.
Leander:	AMG National Trust Bank
Recording Date:	December 11, 2012
Recording No:	Reception No. 3273997

j. Evidence in recordable form disposing the interests created by the Lease Agreement dated July 12, 2006 between Thomas E. Eldridge and Betty L. Eldridge, as Landlord and Dennis Crawford and Margaret Cowell, dba Marisol Imports, Incorporated, as Tenant, disclosed in the General Warranty Deed recorded July 11, 2008 as Reception No. 2942470.

k. The Company reserves the right to add additional exceptions and/or make further requirements once the identity of the Purchaser is disclosed.

NOTE: Exception(s) number(ed) 1, 2, 3, 4 and 7 will not appear on the Owner's Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

END OF REQUIREMENTS

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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

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

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

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

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

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

7. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

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

9. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the City of Boulder Central Area General Improvement District, as evidenced by Ordinance No. 3644, Ordinance No. 4218 and Resolution No. 45, of the City of Boulder, recorded September 23, 1970 as Reception No. 955232, November 6, 1978 as Reception No. 308219 and May 13, 1981 as Reception No. 445960 respectively.

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

Granted to:	Public Service Company of Colorado
Purpose:	utilities
Recording Date:	December 9, 1996
Recording No:	Reception No. 1662888

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

Recording Date:	October 16, 2008
Recording No.:	Reception No. 2959860

and Re-Recording Date: March 30, 2009

and Re-Recording No: Reception No. 2988561
Reason: to correct page order

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

Granted to: City of Boulder
Purpose: public access, ingress and egress and installation, constriction, repair, maintenance and reconstruction of transpiration improvements, landscaping, and utilities
Recording Date: April 28, 2009
Recording No: Reception No. 2995500

And

Recording Date: February 6, 2012
Recording No: Reception No. 3200945

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

Granted to: City of Boulder
Purpose: public access, ingress and egress and installation, constriction, repair, maintenance and reconstruction of transpiration improvements, landscaping, and utilities
Recording Date: April 28, 2009
Recording No: Reception No. 2995501

And

Recording Date: February 6, 2012
Recording No: Reception No. 3200946

14. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Entitled: Declaration of 901 Pearl Residences Condominiums
Recording Date: _____ __, 201_
Recording No: Reception No. _____

END OF EXCEPTIONS

WIRING INSTRUCTIONS
Wells Fargo Bank

Wire Funds To:

Bank:	**Wells Fargo Bank**
Address:	550 California Street, 10th Floor San Francisco, CA 94104
ABA #:	**121000248** **8861646886** **Fidelity National Title Company**
Order #:	**F0454714-**
Property Address:	**901 Pearl Street, Boulder, CO 80302**
On behalf of:	**To Be Determined**
Closer Name:	**Rebecca Ringman**

If there are any questions regarding these instructions, please contact a Closing Officer or a Closing Assistant at **Fidelity National Title Company, 4875 Pearl East Circle #300, Boulder, CO 80301, (303) 440-0511**

**********PLEASE NOTE**********

Wiring funds to ANY account other than the account number listed above will result in the wire being returned or rejected which could delay a closing or disbursement of funds.

PLEASE NOTE

In order to facilitate timely closing of this transaction please process as an outgoing federal reserve wire transfer only!

ANY OTHER TYPES OF CREDITS RECEIVED WILL BE REJECTED UNLESS PRIOR APPROVAL HAS BEEN OBTAINED.

Fidelity National Title®
Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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 Schedule A and B and to the Conditions of this Commitment.

The 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 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 fault of the Company.

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

IN WITNESS WHEREOF, Fidelity National 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.

SEAL

By: President

ATTEST Secretary

Authorized Signature

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

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 policies 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.

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- If the sales price of the subject property exceeds $100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.
- Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

Commitment No.: **515-F0454714-170-RR0**

Effective Date 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected
We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Fidelity National Financial, Inc.
Privacy Statement (Continued)

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement