



ORT Form 4690 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

**Issued through the office of:
First American Title Company
1006 West Sussex/PO Box 549
(59806) Missoula, MT 59801
(406)829-2540**

By

President

Attest

Secretary

Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No. 961833-M	Page 1 of 13	ALTA Commitment for Title Insurance (8-1-16)
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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

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File No. 961833-M	Page 3 of 13	ALTA Commitment for Title Insurance (8-1-16)
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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company, 1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801 (406)829-2540

Issuing Office's ALTA ® Registry ID: 0001770

Loan ID No.:

Issuing Office Commitment/File No.: 961833-M

Property Address: 900 & 1600 Rimel Road, Missoula, MT 59803

Revision No.: 1

SCHEDULE A

1. Commitment Date: **June 01, 2021 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Extended Owner's Policy
 Proposed Insured: **Pando Holdings, LLC**
 Proposed Policy Amount: **\$13,500,000.00** Premium Amount \$ **29,618.00**
 Endorsements: **3.2-06, 9.8-06, 9.6-06, 17-06, 17.2-06, 18.1-06, 19-06, 25-06, 26-06, 35.3-06, ORT Form 3853** \$ **7,943.00**
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
Hearth, LLC, a Wyoming Close Limited Liability Company

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5. The Land is described as follows:

PARCEL I:

W¹/₂W¹/₂SW¹/₄SW¹/₄ OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA

RECORDING REFERENCE: BOOK 810 OF MICRO RECORDS AT PAGE 1424

PARCEL II:

E¹/₂W¹/₂SW¹/₄SW¹/₄ OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA.

RECORDING REFERENCE: BOOK 810 OF MICRO RECORDS AT PAGE 1425

PARCEL III:

A TRACT OF LAND LOCATED IN THE W¹/₂E¹/₂SW¹/₄SW¹/₄ OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS TRACT A OF CERTIFICATE OF SURVEY NO. 1328.

RECORDING REFERENCE: BOOK 810 OF MICRO RECORDS AT PAGE 1426

PARCEL IV:

A TRACT OF LAND LOCATED IN THE W¹/₂E¹/₂SW¹/₄SW¹/₄ OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS TRACT B OF CERTIFICATE OF SURVEY NO. 1328.

RECORDING REFERENCE: BOOK 810 OF MICRO RECORDS AT PAGE 1427

PARCEL V:

E¹/₂E¹/₂SW¹/₄SW¹/₄ OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA.

RECORDING REFERENCE: BOOK 810 OF MICRO RECORDS AT PAGE 1428

PARCEL VI:

A TRACT OF LAND LOCATED IN THE SE¹/₄ OF SECTION 6, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS TRACT C-G-1 OF CERTIFICATE OF SURVEY NO. 2412.

PARCEL VII:

A TRACT OF LAND LOCATED IN THE SE¹/₄ OF SECTION 6, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS TRACT C-G-2 OF CERTIFICATE OF SURVEY NO. 2412.


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TOGETHER WITH A TRACT OF LAND LOCATED IN THE NW¹/₄SW¹/₄ OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS PORTION A OF CERTIFICATE OF SURVEY NO. 4322.

RECORDING REFERENCE: BOOK 810 OF MICRO RECORDS AT PAGE 1429

By: 
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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File No. 961833-M	Page 6 of 13	ALTA Commitment for Title Insurance (8-1-16)
-------------------	--------------	--

ALTA Commitment for Title Insurance

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Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We are in receipt of the Operating Agreement of Hearth, LLC dated May 3, 2007. We require copies of any amendments and/or supplements, should they exist.
7. With respect to Pando Holdings, LLC a L.L.C. we require:
 - a. A copy of its operating agreement and any amendments,
 - b. A certificate of good standing of recent date issued by the secretary of state of the L.L.C.'s state of domicile,
 - c. That the forthcoming conveyance, encumbrance or other instrument executed by the L.L.C. upon which the Company is asked to rely, be executed in accordance with its operating agreement.
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
8. The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.

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File No. 961833-M	Page 7 of 13	ALTA Commitment for Title Insurance (8-1-16)
-------------------	--------------	--

9. We will require a urban 2016 ALTA/NSPS Land Title Survey with optional items 1; 6(a,b); 7(all); 8; 9; 11; 16; 18; 19 listed in "Table A Optional Survey Responsibilities and Specifications".
10. We require the Seller complete the Extended Owner's Policy Questionnaire.

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File No. 961833-M	Page 8 of 13	ALTA Commitment for Title Insurance (8-1-16)
-------------------	--------------	--

ALTA Commitment for Title Insurance

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Old Republic National Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which 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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Missoula to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Missoula County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 771, 1328, 2412 and 4322, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
11. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services.

(Affects Parcel III)

12. Intentionally deleted.
13. Intentionally deleted.
14. Decree Granting Prescriptive Easement recorded in Book 221 of Micro Records at Page 1902
(Affects Parcels IV & V).
15. Intentionally deleted.
16. Reservations, covenants, conditions, restrictions, provisions and easements contained in deed recorded in Book 273 of Micro Records at Page 260, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel I)

17. Easement recorded in Book 422 of Micro Records at Page 665
(Affects Parcel VI).
18. Easement recorded in Book 518 of Micro Records at Page 1094
(Affects Parcel VII).

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19. Provisions in a document entitled Resolution No. 7911 recorded November 14, 2014 in Book 936 of Micro Records at Page 1004.

Amended by Resolution No. 7935 recorded March 20, 2015 in Book 941 of Micro Records at Page 1089.

Amended by Resolution No. 7936 recorded March 12, 2015 in Book 941 of Micro Records at Page 655.

Amended by Resolution No. 8074 recorded August 10, 2016 in Book 966 of Micro Records at Page 2.

(Affects Parcels VI & VII)

20. Special Improvement Agreement upon the terms, conditions and provisions contained therein:
Parties: City of Missoula, Montana and Hearth, LLC
Recorded: March 26, 2015, Book 942 of Micro Records at Page 7
21. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$33.01 Paid	\$33.00 Paid	1363907

(As to Parcel I)

22. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$33.01 Paid	\$33.00 Paid	0840104

(As to Parcel II)

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23. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$16.93 Paid	\$16.92 Paid	0177959

(As to Parcel III)

24. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$6,471.83 Paid	\$6,437.20 Paid	2394059

(As to Parcel IV)

25. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$33.01 Paid	\$33.00 Paid	1643708

(As to Parcel V)

26. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$242.43 Paid	\$242.42 Paid	0425004

(As to Parcels VI & VII)

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INFORMATIONAL NOTES

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