

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

N0041097
FT1585-224063

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, Fidelity 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Katrina Ryan
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title, NCS 8055 East Tufts Avenue, Suite 900 Denver, CO 80237 Phone: (303) 291-9977	Fidelity National Title, NCS 8055 East Tufts Avenue, Suite 900 Denver, CO 80237 Escrow Officer: Lindsey Mann Email: lindsey.mann@fnf.com

Order Number: N0041097 / FT1585-224063

SCHEDULE A

1. Commitment Date: November 30, 2022 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 (Extended)

Proposed Insured: Rockefeller Group

Proposed Amount of Insurance: \$14,000.00

The estate or interest to be insured: Fee Simple

Premium:

\$ 250.00

Total:

\$ 250.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, [vested in](#):

Hillview Road LLC, A Colorado limited liability company

5. The Land is described as follows:

A tract of land located in the SE¼ 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 2412.

END OF SCHEDULE A

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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 a power of attorney is to be used in this transaction, furnish a true and correct copy in recordable form, for review and approval prior to executing any documents.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation. The Company may require that the attorney-in-fact named in the power of attorney execute an affidavit stating that the power of attorney has not been revoked and that he/she has no knowledge or information regarding the death or incapacity of the principal therein.

6. If this transaction is to be involved in a 1031 or similar exchange, the closing officer must be notified well in advance of closing.
7. In the event matters are discovered during the closing process which would otherwise be insured by the Covered Risks included in the policy, the Company may limit or delete insurance provided by the affected Covered Risk. In such event, a supplemental will be issued prior to closing.
8. The Company requires a satisfactory statement from the Association or its agent stating the amount, if any, of unpaid common or maintenance charges against the property, to the date of closing. At that time, the Company may make additional requirements or exceptions.
9. If Fidelity is to be named a Trustee, reference it as follows:

Fidelity National Title Company of Montana, LLC
10. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
11. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Montana registered land surveyor.

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

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SCHEDULE B, PART I - Requirements
(continued)

12. Certificate of Survey, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 MCA) and the regulations adopted pursuant thereto.
13. Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that
Corporation name: Rockefeller Group
- a) is validly formed on the date when the documents in this transaction are to be signed;
 - b) is in good standing and authorized to do business in the state or country where the corporation was formed; and
 - c) has complied with the "doing business" laws of the State of Montana.
14. Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that
Corporation name: Hillview Road LLC, a Colorado limited liability company
- a) is validly formed on the date when the documents in this transaction are to be signed;
 - b) is in good standing and authorized to do business in the state or country where the corporation was formed; and
 - c) has complied with the "doing business" laws of the State of Montana.
15. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
16. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

END OF REQUIREMENTS**NOTES**

Note A: In order to expedite this report to you, no physical inspection of the Land has been made. If a physical inspection is made, any matters found by our inspection requiring disclosure to you will be shown in a Supplement Report.

END OF NOTES**END OF SCHEDULE B, PART I**

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- A. 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 of the Land.
- B. 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 that are not shown in the Public Records.
- C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.
- D. 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.
- E. (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 accepted under (a), (b), (c) are shown by the Public Records.
- F. 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. Proceedings by a public agency which 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.
- G. 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 to use and occupy those certain roads and trails.
- H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.
- I. 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.

Paragraphs A, B, C, D, F and I will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception as shown below.

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SCHEDULE B, PART II - Exceptions
(continued)

1. Delinquent property taxes, including any assessments collected with taxes
1st half: \$272.86
2nd Installment in the amount: \$272.85 (Not Paid) Not Delinquent until June 1, 2023
Tax ID: [425004](#) (INCLUDES OTHER PROPERTY)
2. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on [Certificate of Survey No. 2412](#). Reference is hereby made to the survey for more particulars.
3. Decree Granting Prescriptive Easement recorded in [Book 221 of Micro at page 1902](#).
4. Easement(s) and rights incidental thereto as set forth in a document:

In favor of: The Montana Power Company, a Montana corporation
Recording Date: August 18, 1994
Recording No.: [Book 422 of Micro at Page 665](#)
5. Provisions in Resolution No. 7911
Recording Date: November 14, 2014
Recording No.: [Book 936 of Micro at Page 1004](#)

Amended by Resolution No. 7936 recorded March 12, 2015 in [Book 941 of Micro at Page 655](#).

Amended by Resolution No. 7935 recorded March 20, 2015 in [Book 941 of Micro at Page 1089](#).

Amended by Resolution No. 8074 recorded August 10, 2016 in [Book 966 of Micro at Page 2](#).
6. Special Improvement Agreement upon the terms, conditions, and provisions contained therein:
Parties: City of Missoula Montana AND Hearth, LLC
Recording Date: March 16, 2015
Recording No.: [Book 942 of Micro Page 7](#)
7. A mortgage to secure an indebtedness as shown below

Amount: \$6,791,516.20
Dated: April 21, 2022
Mortgagor: Hillview Road LLC
Mortgagee: Stockman Bank of Montana
Recording Date: April 26, 2022
Recording No.: [Book 1074 of Micro Page 1174](#)
(INCLUDES OTHER PROPERTY)

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SCHEDULE B, PART II - Exceptions
(continued)

8. A construction mortgage to secure an indebtedness as shown below

Amount: \$1,005,507.00
Dated: April 22, 2022
Mortgagor: Hillview Road LLC
Mortgagee: Stockman Bank of Montana
Recording Date: April 26, 2022
Recording No.: [Book 1074 of Micro Page 1175](#)
(INCLUDES OTHER PROPERTY)

9. Exceptions and reservations contained in Patents of record.

Common address: 1970, 1980, 1990 Rimel Rd, Missoula, MT 59803

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED**END OF CONDITIONS**

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