

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E. Tufts Ave, #900
Denver, CO 80237
Phone: (303) 291-9977

DATE: December 19, 2024

FILE NUMBER: 100-00506122-201-T21

PROPERTY ADDRESS: 14180 East Ellsworth Avenue, Aurora, CO 80012

BUYER/BORROWER: Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below

OWNER(S): Clayton Properties Group Inc.

YOUR REFERENCE NUMBER: 36201983

ASSESSOR PARCEL NUMBER: 1975-07-3-34-001

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer

ATTN: Title Only 201
PHONE: (303) 291-9977
FAX: (303) 633-7720
E-MAIL:

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Shawn Cardin
PHONE: (303) 692-6771
E-MAIL: scardin@fnf.com

Sales Executive

ATTN: Natl Import
E-MAIL:

TO: Chicago Title Company
3620 Happy Valley Rd.
Suite 100
Lafayette, CA 94549

ATTN: Arianna Wenzl
PHONE: (510) 350-4519
FAX: (000) 000-0000
E-MAIL: arianna.wenzl@ctt.com

TO: Fidelity National Title Insurance, NCS Div
(DTC)
8055 E. Tufts Ave
#900
Denver, CO 80237

ATTN: Title Only 201
PHONE: (303) 291-9977
FAX: (303) 633-7720
E-MAIL:

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago 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 EXTRACTIONAL 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, Chicago Title Insurance Company, a Florida (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- 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 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.

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- 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.
 - 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**
- 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 is restricted to the terms and provisions of this Commitment.
 - 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 the purpose of providing closing or settlement services.
8. **PROFORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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. This Commitment Condition 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**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as

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the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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72C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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


Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 00506122-201-T21-SC
Property Address: 14180 East Ellsworth Avenue, Aurora, CO 80012
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **December 12, 2024**
2. Policy to be issued:
 - (a) **ALTA Standard Owner's Policy (7-1-21)**
Proposed Insured: **Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$100,000.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
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:
AURORA CP LLC, a Delaware limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned:

By: 
John Miller
Authorized Signature

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SCHEDULE A
(Continued)**PREMIUMS:**

Owners Policy	629.00
Deletion 1-4 as long as the requirements are satisfied and there has been no recent, ongoing or anticipated construction	95.00
Tax Certificate	18.00

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**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AURORA, IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lots 1, Block 1;
Aurora Town Center Subdivision Filing No. 4,
County of Arapahoe,
State of Colorado.

Note: For informational purposes only: Tax Id # 1975-07-3-34-001

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SCHEDULE B – PART I REQUIREMENTS

- 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.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: AURORA CP LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- f. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): AURORA CP LLC, a Delaware limited liability company

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

- g. Furnish for recordation a partial release of deed of trust:

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

Amount: \$34,800,000.00
Trustor/Grantor: AURORA CP LLC, a Delaware limited liability company
Trustee: Public Trustee of Arapahoe County, Colorado
Beneficiary: RGA Reinsurance Company, a Missouri corporation
Recording Date: July 22, 2024
Recording No: [Reception No. E4046203](#)

Assignment of Leases and Rents:

Recording Date: July 22, 2024
Recording No: [Reception No. E4046204](#)

- h. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- i. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

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

Note: 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.

END OF SCHEDULE B – Part I

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

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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:

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.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. The effect of Ordinance No. 80-44 recorded May 20, 1980 in [Book 3219 at Page 467 as Reception No. 1967451](#) and Ordinance No. 81-27 recorded June 30, 1981 in [Book 3441 at Page 405 as Reception No. 2082912](#).
10. Covenant pertaining to overflight of aircraft as contained in instrument recorded July 30, 1974, in [Book 2262 at Page 31 as Reception No. 1437428](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Covenant pertaining to overflight of aircraft as set forth below:

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EXCEPTIONS

(Continued)

Recording Date: July 30, 1974
 Recording No.: [Book 2261 at Page 797 as Reception No. 1437419](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Agreement by and between City of Aurora and Vernon L. Mack as set forth below:

Recording Date: July 30, 1974
 Recording No.: [Book 2262 at Page 1 as Reception No. 1437418](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Covenant pertaining to overflight of aircraft as set forth below:

Recording Date: July 30, 1974
 Recording No.: [Book 2262 at Page 23 as Reception No. 1437425](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Covenant pertaining to overflight of aircraft as set forth below:

Recording Date: August 28, 1979
 Recording No.: [Book 3063 at Page 113 as Reception No. 1884626](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Planned Building Group as set forth below:

Recording Date: August 28, 1979
 Recording No.: [Book 3063 at Page 115 as Reception No. 1884627](#)

16. Covenant regarding the overflight of aircraft recorded July 30, 1974 in [Book 2262 at Page 16 as Reception No. 1437423](#).

17. Easement granted to Public Service Company of Colorado, for Utility lines, and incidental purposes, by instrument recorded October 29, 1984, in [Book 4293 at Page 566 as Reception No. 2466331](#).

18. Covenant regarding the overflight of aircraft recorded September 29, 1986 in [Book 4902 at Page 640 as Reception No. 2730681](#).

19. 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: Utility Easement and incidental purposes
 Recording Date: February 15, 1979
 Recording No.: [Reception No. 1820189 in Book 2936, Page 747](#)

20. Terms, conditions, provisions, agreements and obligations contained in the Reciprocal Access and Parking Easement by and between Lowry Credit Union d/b/a Gateway Credit Union and Weingarten/Miller/Aurora Joint Venture as set forth below:

Recording Date: March 19, 2002

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EXCEPTIONS

(Continued)

Recording No.: [Reception No. B2051157](#)

21. Easements, conditions, covenants, restrictions, reservations and notes on the plat of Aurora Town Center Subdivision Filing No. 1 recorded March 19, 2002 under [Reception No. B2051158](#).

Quit Claim Deed between City of Aurora and Weingarten/Miller/Aurora Joint Venture of certain easements recorded September 23, 2002 under [Reception No. B2177314](#) and recorded May 27, 2003 under [Reception No. B3113058](#).

Quit Claim Deed between City of Aurora and Prep Aurora Real Estate, LLC, a Colorado limited liability company recorded August 07, 2024 at [Reception No. E4050230](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Quit Claim Deed form First System Services, Inc., to Weingarten/miller/Aurora Joint Venture as set forth below:

Recording Date: March 19, 2002
Recording No.: [Reception No. B2051152](#).

23. Terms, conditions, provisions, agreements and obligations contained in the Reciprocal Access and Parking Easement Agreement by and between First System Services, Inc. and Weingarten/miller/Aurora Joint Venture as set forth below:

Recording Date: March 19, 2002
Recording No.: [Reception No. B2051153](#).

24. Terms, conditions, provisions, agreements and obligations contained in the Sixty Foot Yard Agreement between Weingarten/Miller/Aurora Joint Venture and Target Corporation as set forth below:

Recording Date: March 19, 2002
Recording No.: [Reception No. B2051160](#)

25. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Operation and Easement Agreement between Target Corporation and Weingarten/Miller/Aurora Joint Venture recorded March 19, 2002 under [Reception No. B2051161](#) and First Amendment to Operation and Easement Agreement by and between Target Corporation and Weingarten/Miller/Aurora II LLC and GDC Aurora, LLC, Tenants-In-Common recorded November 7, 2016 at [Reception No. D6127916](#).

Assignment of Rights Under Operation and Easement Agreement recorded February 24, 2020 at [Reception No. E0019326](#)

Assignment of Rights under Operation and Easement Agreement recorded July 22, 2024 at [Reception No. E4046201](#).

Notice of Assignment of Operation and Easement Agreement

Recording Date: August 30, 2024
Recording No.: [Reception No. E4056283](#)

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EXCEPTIONS

(Continued)

26. 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: Utility lines and incidental purposes
 Recording Date: October 03, 2002
 Recording No: [Reception No. B2187184](#)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 Granted to: City of Aurora
 Purpose: Utility easement and incidental purposes
 Recording Date: December 12, 2002
 Recording No: [Reception No. B2238394](#)

28. Lease between Weingarten/Miller/Aurora Joint Venture, a Texas Joint Venture, Lessor, and Ross Stores, Inc., a Delaware corporation, lessee, as shown by Memorandum of Lease recorded December 31, 2002, under [Reception No. B2253099](#) and use restrictions set forth therein.

29. Terms, conditions, provisions, agreements and obligations contained in the Revocable License by and between the City of Aurora and Miller Weingarten Realty, LLC as set forth below:
 Recording Date: March 17, 2003
 Recording No.: [Reception No. B3057449](#)

30. Lease between Weingarten/Miller/Aurora Joint Venture, a Texas Joint Venture, Lessor, and Brinker Restaurant corporation, a Delaware corporation, Lessee, as shown by Memorandum of Lease recorded April 30, 2003 under [Reception No. B3092746](#).
 Assignment of Lease recorded December 29, 2008 under Reception No. B81339748.

31. Lease between Weingarten/Miller/Aurora Joint Venture, a Texas Joint Venture, Lessor and Brinker Restaurant corporation, a Delaware corporation, lessee, as shown by memorandum of lease recorded May 9, 2003 under [Reception No. B3101739](#) and use restrictions set forth therein.

32. Terms, conditions, provisions, agreements and obligations contained in the City of Aurora and Miller Weingarten Realty, LLC as set forth below:
 Recording Date: May 19, 2003
 Recording No.: [Reception No. B3108432](#)

33. Memorandum of Lease by and between Weingarten/Miller/Aurora Joint Venture, as Landlord, and Petsmart, Inc., as tenant, recorded June 19, 2003 under [Reception No. B3130912](#) and use restrictions as set forth therein.

34. Terms, conditions, provisions, burdens and obligations as set forth in Landlord's Agreement regarding equipment recorded November 12, 2003 under [Reception No. B3244401](#).

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

EXCEPTIONS

(Continued)

35. Terms, conditions, provisions, obligations and agreements as set forth in the Lease by and between Weingarten/Miller/Aurora II LLC, a Colorado limited liability company and GDC Aurora, LLC, a Delaware limited liability company, as lessors, and Michaels Stores, Inc., a Delaware corporation, as lessee, as evidenced by Memorandum of Shopping Center Lease recorded September 17, 2012 at [Reception No. D2103867](#).
36. Lease by and between Weingarten/Miller/Aurora LLC, as lessor, and 100 Percent A Chiropractic Wellness Center, as lessee, as evidenced by UCC Financing Statement recorded May 19, 2016 at [Reception No. D6051861](#).
37. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Rule and Order recorded May 3, 2018 at [Reception No. D8043192](#),
38. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded May 13, 2019 at [Reception No. D9043534](#),
39. 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: | Utility lines |
| Recording Date: | February 19, 2021 |
| Recording No: | Reception No. E1028189 |
40. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:
- | | |
|-----------------|---|
| Entitled: | Memorandum of Lease |
| Lessor: | PREP Aurora Real Estate LLC, a Delaware limited liability company |
| Lessee: | Suite Partners, LLC, a Colorado limited liability company |
| Recording Date: | June 16, 2021 |
| Recording No: | Reception No. E1096515 |
41. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:
- | | |
|-----------------|---|
| Entitled: | Memorandum of Lease |
| Lessor: | PREP Aurora Real Estate LLC, a Delaware limited liability company |
| Lessee: | Ross Dress For Less, Inc., a Delaware limited liability company |
| Recording Date: | March 24, 2022 |
| Recording No: | Reception No. E2033580 |
42. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Aurora Town Center Subdivision Filing No. 4.
- | | |
|-----------------|--|
| Recording Date: | December 22, 2022 |
| Recording No.: | Reception No. E2120485 |

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EXCEPTIONS

(Continued)

43. Terms, conditions, provisions, agreements and obligations contained in the Easements, Covenants, Conditions and Restrictions Agreement as set forth below:

Recording Date: December 30, 2022
 Recording No.: [Reception No. E2121841](#)

Assignment and Assumption of Easements, Covenants, Conditions and Restrictions Agreements recorded July 22, 2024 at [Reception No. E4046200](#).

Notice of Assignment of Easements, Covenants, Conditions and Restrictions Agreement

Recording Date: August 30, 2024
 Recording No.: [Reception No. E4056284](#)

44. 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, as set forth in the document

Recording Date: January 11, 2023
 Recording No.: [Reception No. E3002484](#)

Assignment and Assumption of Easements, Covenants, Conditions and Restrictions Agreement recorded July 22, 2024 at [Reception No E4046197](#).

Notice of Assignment and Assumption of Easements, Covenants, Conditions and Restrictions Agreement

Recording Date: August 30, 2024
 Recording No.: [Reception No. E4056285](#)

45. Terms, conditions, provisions, agreements and obligations contained in the Easements, Covenants, Conditions and Restrictions Agreement between PREP Aurora Real Estate LLC and Carlos Gonzalez as set forth below:

Recording Date: September 11, 2023
 Recording No.: [Reception No. E3062694](#)

Assignment and Assumption of Easements, Covenants, Conditions and Restrictions Agreement recorded July 22, 2024 at [Reception No E4046198](#).

Notice of Assignment of Easements, Covenants, Conditions and Restrictions Agreement

Recording Date: August 30, 2024
 Recording No.: [Reception No. E4056287](#)

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EXCEPTIONS

(Continued)

46. Terms, conditions, provisions, agreements and obligations contained in the Easement, Covenants, Conditions and Restrictions Agreement between PREP Aurora Real Estate LLC and AREAL Capital Investments,

Recording Date: May 31, 2024
Recording No.: [Reception No. E4033742](#)

Assignment and Assumption of Easements, Covenants, Conditions and Restrictions Agreement recorded July 22, 2024 at [Reception No. E4046199](#).

Notice of Assignment of Easements, Covenants, Conditions and Restrictions Agreement

Recording Date: August 30, 2024
Recording No.: [Reception No. E4056286](#)

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

Granted to: City of Aurora, Colorado, a municipal corporation
Purpose: Fire Lane
Recording Date: July 31, 2024
Recording No.: [Reception No. E4048854](#)

END OF SCHEDULE B – PART II

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), 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 8-1-2, Section 5, Paragraph H, 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 Insurance Co., National Commercial Services 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.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- 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, 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, 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.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue

Jacksonville, Florida 32204
Attn: Chief Privacy Officer