



# BJC1

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6300 and 6150 North Powhaton Road

Aurora, CO

**Title No.: 240726-NCS/ 00502920**

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Should you have any questions or require additional information, please contact:

Counsel / Coordinator:	Darnella Ward, Esq.	(206) 628-5632 Darnella.Ward@ctt.com
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**Chicago Title National Commercial Services – Seattle**  
701 5th Ave Suite 700 • Seattle, WA 98104  
(206) 373-8802  
[www.Seattlencs.ctic.com](http://www.Seattlencs.ctic.com)



# 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)

Page 4

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

Issuing Office File Number: 00502920-201-T21-ES  
Property Address: 6300 and 6150 North Powhaton Road, Aurora, CO  
Revision Number: Amendment No. 1, Amendment Date: March 19, 2024

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **March 5, 2024**
2. Policy to be issued:
  - (a) **ALTA Standard Owner's Policy (7-1-21)**  
 Proposed Insured: **Amazon.com Services LLC, a Delaware limited liability company**  
 Proposed Amount of Insurance: **\$91,275,736.30**  
 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 as to Parcels One, Two and Three; and an EASEMENT as to Parcels Four and Five**
4. The Title is, at the Commitment Date, [vested in](#):  
**AOZI – Aurora Building I, LLC, an Indiana limited liability company, as to Parcel One; and**  
**AOZI – Aurora Building II, LLC, an Indiana limited liability company, as to Parcel Two; and**  
**ACP DIA 1287 Investors, LLC, a Colorado limited liability company, as to Parcel Three**
5. The Land is described as follows:  
**See [Exhibit A](#) attached hereto and made a part hereof.**

Countersigned:

By: 

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**SCHEDULE A**  
(Continued)

John Miller  
Authorized Signature

**PREMIUMS:**

Owners Policy	54,089.00
Deletions of 1-3 upon requirements met	95.00
Tax Certificate (3 @ \$18 each)	54.00
Search & Exam	550.00

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

Page 2

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## EXHIBIT A LEGAL DESCRIPTION

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

**PARCEL ONE:**

Lot 1, Block 1,  
Porteos Subdivision Filing No. 6,  
County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0181909201001

**PARCEL TWO:**

Lot 2, Block 1,  
Porteos Subdivision Filing No. 6,  
County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0181909201003

**PARCEL THREE:**

Lot 3, Block 1,  
Porteos Subdivision Filing No. 6,  
County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0181909201002

**PARCEL FOUR:**

Non-Exclusive easements for the construction, installation and maintenance of underground utilities; for the construction, installation and maintenance of landscaping; for the construction, installation and maintenance of parking facilities and drive aisles; for vehicular parking; for vehicular and pedestrian access; and for the planting and harvesting of crops; as set forth and granted in Easement Agreement recorded November 20, 2020 at [Reception No. 2020000121638](#), in the official records of Adams County, Colorado.

**PARCEL FIVE:**

A non-exclusive easement for pedestrian and vehicular access, as set forth and granted in Temporary Access Easement Agreement recorded November 20, 2020 at [Reception No. 2020000121639](#), in the official records of Adams County, Colorado.

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

Page 3

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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: The transaction contemplated by this commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a final liability amount and list of requested endorsements prior to submitting the transaction for approval. The Company reserves the right to make further requirements after review of the requested documentation.

- d. Furnish for recordation a full release of deed of trust:

Amount: \$45,500,000.00  
 Trustor/Grantor: AOZI – Aurora Building I, LLC, an Indiana limited liability company  
 Trustee: Public Trustee of Adams County  
 Beneficiary: Fifth Third Bank, National Association  
 Recording Date: October 29, 2021  
 Recording No: [Reception No. 2021000127656](#)

Assignment of Leases and Rents:

Recording Date: October 29, 2021  
 Recording No.: [Reception No. 2021000127657](#)

(Affects Parcel One)

- e. Furnish for recordation a release of the notice extending time to file mechanic's lien statement by

Claimant: Bemas Construction, Inc.  
 Recording Date: December 11, 2023  
 Recording No: [Reception No. 2023000068401](#)

(Affects All Parcels)

- f. Recordation of a Ratification of the Plat for Porteos Subdivision Filing No. 6 recorded October 18, 2022 at [Reception No. 2022000085169](#) by the lien holders against the property – Fifth Third Bank, National Association.

- g. 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: AOZI – Aurora Building I, LLC, an Indiana 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

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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

- h. 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: AOZI – Aurora Building II, LLC, an Indiana 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) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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

- i. 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: ACP DIA 1287 Investors, LLC, a Colorado 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) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

managing said Limited Liability Company

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

- j. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- k. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to Amazon.com Services LLC, a Delaware limited liability company.
- l. 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.
- m. 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):                   AOZI – Aurora Building I, LLC, an Indiana limited liability company, as to Parcel One; and AOZI – Aurora Building II, LLC, an Indiana limited liability company, as to Parcel Two; and ACP DIA 1287 Investors, LLC, a Colorado limited liability company, as to Parcel Three

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

- n. 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.**

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

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**END OF SCHEDULE B – Part I**

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

Page 7

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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. All oil, gas, minerals and other mineral rights as reserved in Deed set forth below, and any and all assignments thereof or interests therein:

Recording Date: August 6, 1959  
Recording No.: [Book 794 at Page 97](#)

(Affects Parcels 1 and 2)

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

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**EXCEPTIONS**  
(Continued)

Granted to: Panhandle Eastern Pipe Line Company  
Purpose: Pipe line  
Recording Date: January 17, 1974  
Recording No: [Book 1909 at Page 441](#)

(Affects Parcels 1 and 2)

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

Granted to: Amoco Pipeline Company  
Purpose: Pipelines  
Recording Date: February 5, 1992  
Recording No: [Book 3863 at Page 651](#)

Permitted Facilities Agreement:

Recording Date: October 20, 2021  
Recording No.: [Reception No. 2021000123668](#)

(Affects Parcels 1 and 2)

12. Terms, conditions, provisions, agreements and obligations as set forth and reserved in Deed set forth below:

Recording Date: June 12, 1998  
Recording No.: [Book 5364 at Page 596](#)

(Affects Parcels 1 and 2)

13. Mineral rights as conveyed by Mineral Deed set forth below, and any and all assignments thereof or interests therein:

Recording Date: October 4, 2006  
Recording No.: [Reception No. 2006000986491](#)

(Affects Parcels 1 and 2)

14. Terms, conditions, provisions, agreements, easements and obligations contained in the Ordinance relating to zoning as set forth below:

Recording Date: September 25, 2007  
Recording No.: [Reception No. 2007000090898](#)

(Affects All Parcels)

15. Terms, conditions, provisions, agreements and obligations contained in the Ordinance relating to annexation as set forth below:

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**EXCEPTIONS**  
(Continued)

Recording Date: October 1, 2007  
Recording No.: [Reception No. 2007000092571](#)

Annexation Map:

Recording Date: October 1, 2007  
Recording No.: [Reception No. 2007000092572](#)

(Affects All Parcels)

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

Recording Date: November 5, 2007  
Recording No.: [Reception No. 2007000103353](#)

First Amendment to Annexation Agreement:

Recording Date: September 2, 2011  
Recording No.: [Reception No. 2011000056935](#)

(Affects All Parcels)

17. Those certain water rights conveyed to the City of Aurora by Bargain and sale Deed set forth below, and any and all assignments thereof or interests therein:

Recording Date: March 21, 2008  
Recording No.: [Reception No. 2008000022626](#)

(Affects All Parcels)

18. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: December 19, 2016  
Recording No.: [Reception No. 20160000110836](#)

(Affects All Parcels)

19. Terms, conditions, provisions, agreements and obligations contained in the Order of Exclusion from the Sable-Altura Fire Protection District which states that the subject property shall remain responsible for its proportionate share of the indebtedness of the District as set forth below:

Recording Date: April 19, 2012  
Recording No.: [Reception No. 2012000028492](#)

(Affects All Parcels)

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**EXCEPTIONS**  
(Continued)

20. Terms, conditions, provisions, agreements and obligations contained in the Porteos Framework Development Plan as set forth below:

Recording Date: March 4, 2013  
Recording No.: [Reception No. 2013000018945](#)  
And  
Recording Date: November 13, 2017  
Recording No.: [Reception No. 2017000099822](#)  
And  
Recording Date: October 7, 2019  
Recording No.: [Reception No. 2019000085487](#)  
And  
Recording Date: August 11, 2021  
Recording No.: [Reception No. 2021000095757](#)  
And  
Recording Date: January 25, 2022  
Recording No.: [Reception No. 2022000007342](#)  
And  
Recording Date: November 6, 2023  
Recording No.: [Reception No. 2023000062540](#)

(Affects All Parcels)

21. Terms, conditions, provisions, agreements, easements and obligations contained in the Avigation Easement as set forth below:

Recording Date: September 23, 2013  
Recording No.: [Reception No. 2013000082627](#)

(Affects All Parcels)

22. Covenants, conditions, restrictions, terms, provisions, agreements and obligations contained in the Restrictive Covenants for Porteos as set forth below:

Recording Date: November 4, 2013  
Recording No.: [Reception No. 2013000094642](#)

(Affects All Parcels)

23. Terms, conditions, provisions, agreements and obligations contained in the Infrastructure Contextual Site Plan No. 1 at Porteos as set forth below:

Recording Date: April 23, 2014  
Recording No.: [Reception No. 2014000024546](#)

Infrastructure Contextual Site Plan No. 2 at Porteos:

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**EXCEPTIONS**  
(Continued)

Recording Date: November 13, 2017  
Recording No.: [Reception No. 2017000100013](#)

Infrastructure Contextual Site Plan No. 3 at Porteos:

Recording Date: October 7, 2019  
Recording No.: [Reception No. 2019000085488](#)

(Affects All Parcels)

24. Terms, conditions, provisions, agreements and obligations contained in the Order of Exclusion from Velocity Metropolitan District No. 9 which states that the subject property shall remain responsible for its proportionate share of the indebtedness of the District as set forth below:

Recording Date: June 16, 2016  
Recording No.: [Reception No. 2016000047313](#)

(Affects All Parcels)

25. Any taxes or assessments by reason of the inclusion of the Land in the Porteos Business Improvement District as evidenced by instrument set forth below:

Recording Date: December 2, 2016  
Recording No.: [Reception No. 20160000104551](#)

(Affects All Parcels)

26. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: February 21, 2017  
Recording No.: [Reception No. 2017000015755](#)

And

Recording Date: February 23, 2017  
Recording No.: [Reception No. 2017000016663](#), and Correction thereto recorded November 15, 2019 at [Reception No. 2019000099318](#)

Recording Date: March 6, 2017  
Recording No.: [Reception No. 2017000019747](#)

And

Recording Date: March 10, 2017  
Recording No.: [Reception No. 2017000021499](#)

And

Recording Date: March 27, 2017  
Recording No.: [Reception No. 2017000026235](#)

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**EXCEPTIONS**  
(Continued)

(Affects Parcels 1 and 2)

27. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Surface Use Agreement as set forth below:

Recording Date: May 1, 2017  
Recording No.: [Reception No. 2017000037488](#)

Amendment and Ratification to Surface Use Agreement:

Recording Date: November 16, 2018  
Recording No.: [Reception No. 2018000092700](#)

(Affects All Parcels)

28. Terms, conditions, provisions, agreements, restrictions and obligations contained in the Declaration of Restrictions as set forth below:

Recording Date: July 16, 2018  
Recording No.: [Reception No. 2018000056917](#)

Amendment thereto:

Recording Date: December 16, 2019  
Recording No.: [Reception No. 2019000110274](#)

Second Amendment thereto:

Recording Date: April 30, 2020  
Recording No.: [Reception No. 2020000039551](#)

(Affects All Parcels)

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

Recording Date: July 16, 2018  
Recording No.: [Reception No. 2018000056919](#)

Second Amendment thereto:

Recording Date: May 3, 2019  
Recording No.: [Reception No. 2019000033328](#)

(Affects All Parcels)

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**EXCEPTIONS**  
(Continued)

30. Any taxes or assessments by reason of the inclusion of the Land in the Velocity Metropolitan District No. 3, as evidenced by instrument set forth below:

Recording Date: September 27, 2018  
Recording No.: [Reception No. 2018000078611](#)

Revised Order for Inclusion:

Recording Date: September 17, 2019  
Recording No.: [Reception No. 2019000077790](#)

(Affects All Parcels)

31. Terms, conditions, provisions, agreements and obligations contained in the Order of Exclusion from Velocity Metropolitan District No. 7 which states that the subject property shall remain responsible for its proportionate share of the indebtedness of the District as set forth below:

Recording Date: October 21, 2020  
Recording No.: [Reception No. 2020000107764](#)

(Affects Parcel Three)

32. Terms, conditions, provisions, agreements, easements and obligations contained in the Utility Easement as set forth below:

Recording Date: November 18, 2020  
Recording No.: [Reception No. 2020000120509](#)

(Affects Parcel Two)

33. Terms, conditions, provisions, agreements, easements and obligations contained in the Slope Easement as set forth below:

Recording Date: November 18, 2020  
Recording No.: [Reception No. 2020000120510](#)

(Affects Parcels 1 and 2)

34. Terms, conditions, provisions, agreements, restrictions and obligations contained in the Declaration of Restrictions as set forth below:

Recording Date: November 20, 2020  
Recording No.: [Reception No. 2020000121636](#)

(Affects Parcels 1 and 2)

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

Page 7

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**EXCEPTIONS**  
(Continued)

35. Reservations as set forth in Special Warranty Deed by and between AOZI – Aurora, LLC an Indiana limited liability company and ACP DIA 1287 Investors, LLC, a Colorado limited liability company set forth below:

Recording Date: November 20, 2020  
Recording No.: [Reception No. 2020000121637](#)

(Affects Parcels 1 and 2)

36. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement as set forth below:

Recording Date: November 20, 2020  
Recording No.: [Reception No. 2020000121638](#)

(Affects All Parcels)

37. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Access Easement Agreement as set forth below:

Recording Date: November 20, 2020  
Recording No.: [Reception No. 2020000121639](#)

(Affects Parcel 1, 2 and 5)

38. Intentionally Deleted

39. Terms, conditions, provisions, agreements, easements and obligations contained in the Amended and Restated Temporary Easement Agreement as set forth below:

Recording Date: January 27, 2022  
Recording No.: [Reception No. 2022000008352](#)

First Amendment thereto:

Recording Date: March 30, 2022  
Recording No.: [Reception No. 2022000028113](#)

Partial Termination of Amended and Restated Temporary Easement Agreement:

Recording Date: September 7, 2022  
Recording No.: [Reception No. 2022000075505](#)

(Affects All Parcels)

40. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Plat of Porteos Subdivision Filing No. 6 as set forth below:

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**EXCEPTIONS**  
(Continued)

Recording Date: October 18, 2022  
Recording No.: [Reception No. 2022000085169](#)

(Affects All Parcels)

41. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement as set forth below:

Recording Date: October 20, 2022  
Recording No.: [Reception No. 2022000086099](#)

(Affects Parcel 1)

42. Terms, conditions, provisions, agreements and obligations contained in the Porteos Industrial at Porteos Site Plan with Adjustments as set forth below:

Recording Date: October 28, 2022  
Recording No.: [Reception No. 2022000088020](#)

(Affects All Parcels)

43. Terms, conditions, provisions, agreements, easements and obligations contained in the Sanitary Sewer Easement as set forth below:

Recording Date: April 10, 2023  
Recording No.: [Reception No. 2023000019174](#)

(Affects Parcel 3)

44. Terms, conditions, provisions, agreements, easements and obligations contained in the Water Easement as set forth below:

Recording Date: April 10, 2023  
Recording No.: [Reception No. 2023000019175](#)

(Affects Parcel 3)

45. Terms, conditions, provisions, agreements, easements and obligations contained in the Roadway Easement as set forth below:

Recording Date: May 10, 2023  
Recording No.: [Reception No. 2023000026078](#)

(Affects Parcel 3)

46. Terms, conditions, provisions, agreements, easements and obligations contained in the Access Easement as set forth below:

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**EXCEPTIONS**  
(Continued)

Recording Date: June 7, 2023  
Recording No.: [Reception No. 2023000031934](#)

(Affects Parcel 1)

47. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage Easement as set forth below:

Recording Date: June 7, 2023  
Recording No.: [Reception No. 2023000031935](#)

(Affects Parcel 1)

48. Terms, conditions, provisions, agreements and obligations contained in the Domestic Water Service Connection Fee Allocation Agreement as set forth below:

Recording Date: July 6, 2023  
Recording No.: [Reception No. 2023000037810](#)  
And  
Recording Date: September 22, 2023  
Recording No.: [Reception No. 2023000054205](#)

(Affects Parcel 1)

49. Terms, conditions, provisions, agreements and obligations contained in the Water Service Connection Fee Allocation Agreement as set forth below:

Recording Date: July 24, 2023  
Recording No.: [Reception No. 2023000041874](#)  
And  
Recording Date: September 28, 2023  
Recording No.: [Reception No. 2023000055244](#)

(Affects Parcel 1)

50. Terms, conditions, provisions, agreements and obligations contained in the Public Improvement Deferral Agreement as set forth below:

Recording Date: November 27, 2023  
Recording No.: [Reception No. 2023000065499](#)

(Affects Parcel 1)

51. Terms, conditions, provisions, agreements and obligations contained in the Water Service Connection Fee Allocation Agreement as set forth below:

Recording Date: January 26, 2024  
Recording No.: [Reception No. 2024000004276](#)

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**EXCEPTIONS**  
(Continued)

(Affects Parcel 1)

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**END OF SCHEDULE B – PART II**

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

Page 11

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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.

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## 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 December 1, 2023**

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); 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 types 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 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 your Personal Information and Browsing Information in the following circumstances:

- 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](mailto: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 appeal a previous privacy request, please email [privacy@fnf.com](mailto: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](mailto: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 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](mailto: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**

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Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer