



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1020189-A-NC

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1020189-A-NC

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 201 S. College Street, Ste. 1440, Charlotte, NC 28244

Commitment No.: NCS-1020189-A-NC

Phone Number: (704)376-3503

Property Address: 12000 East Colfax, Aurora, CO 80010

Issuing Office File No.: NCS-1020189-A-NC

Revision No.:

SCHEDULE A

1. Commitment Date: June 11, 2021 at 5:00 PM
2. Policy or Policies to be issued:
 - (a) ☐ ALTA® Owner's Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
 - (b) ☒ ALTA® Loan Policy (6-17-06)
Proposed Insured: American General Life Insurance Company, a Texas corporation and/or its affiliates and its respective successors and/or assigns The Variable Annuity Life Insurance Company, a Texas corporation and/or its affiliates and its respective successors and/or assigns The United States Life Insurance Company in the City of New York, a New York corporation and/or its affiliates and its respective successors and/or assigns National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation and/or its affiliates and its respective successors and/or assigns, and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.

Proposed Policy Amount: \$80,000,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

12000 COLFAX AURORA APARTMENTS, LLC, a Delaware limited liability company (all Tracts)
5. Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents made by 12000 Colfax Aurora Apartments, LLC, a Delaware limited liability company as Borrow, to [____], as Trustee, for the benefit of American General Life Insurance Company, a Texas corporation, National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania corporation, The Variable Annuity Life Insurance Company, a Texas corporation and United States Life Insurance Company in the City of New York, a New York corporation, individually or collectively, together with their respective affiliates and their successors and/or assigns, as Lenders, dated May _____, 2021 as Document No. _____ in the Official Records of Arapaho County County Clerk, Colorado, securing the principal amount of \$80,000,000.00 plus interest.
6. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1020189-A-NC

Commitment No.: NCS-1020189-A-NC

The Land referred to herein below is situated in the County of Arapahoe, State of Colorado, and is described as follows:

A PARCEL OF LAND BEING A PORTION OF GREEN TREE ACRES 4TH FILING, RECORDED AT RECEPTION NO. 715919, BARRY'S SUBDIVISION, RECORDED AT RECEPTION NO. 1247880, BARRY'S SUBDIVISION FILING NO. 2, RECORDED AT RECEPTION NO. 1458647, A PARCEL OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. D6044387, ALL OF LOT 3 AND THE SOUTH 75 FEET OF LOT 2, HIGHLINE HEIGHTS, RECORDED AT RECEPTION NO. 762553, AND ALL OF PEORIA GREEN SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. D7024201, ALL RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE; SITUATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2 AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 TO BEAR SOUTH 89°36'39" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 38°58'46" WEST, A DISTANCE OF 80.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PEORIA STREET AS DESCRIBED IN DEED RECORDED IN BOOK 1160 AT PAGE 261, IN SAID RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CDOT PARCEL NO. 50 AS DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. E1076453, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE SOUTH 00°24'38" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 287.98 FEET TO THE SOUTHEAST CORNER OF LOT 4, OF SAID GREEN TREE ACRES 4TH FILING;

THENCE SOUTH 89°36'02" WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 109.02 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID PEORIA GREEN SUBDIVISION FILING NO. 1;

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARY LINES OF SAID LOT 1, BLOCK 1 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°24'38" WEST, A DISTANCE OF 100.12 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 14TH AVENUE DEDICATED ON GREEN TREE ACRES, RECORDED AT RECEPTION NO. 535253 IN SAID RECORDS;
2. SOUTH 89°38'13" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 70.95 FEET;
3. NORTH 00°24'38" EAST, A DISTANCE OF 100.07 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND, RECORDED IN SAID SPECIAL WARRANTY DEED;

THENCE SOUTH 89°36'02" WEST, ALONG THE SOUTH BOUNDARY LINES OF SAID BARRY'S SUBDIVISION, SAID BARRY'S SUBDIVISION FILING NO. 2, THAT PARCEL OF LAND, RECORDED IN SAID SPECIAL WARRANTY DEED AND THE SOUTH LINE OF SAID LOT 3, HIGHLINE HEIGHTS, A DISTANCE OF 419.05 FEET TO THE EAST RIGHT-OF-WAY LINE OF OSWEGO STREET;

THENCE NORTH 00°25'43" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 174.94 FEET TO THE NORTH LINE OF THE SOUTH 75 FEET OF LOT 2 OF SAID HIGHLINE HEIGHTS;

THENCE NORTH 89°36'39" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 74.99 FEET TO THE EAST BOUNDARY LINE

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

OF SAID LOT 2;

THENCE NORTH 00°24'38" EAST, ALONG THE EAST BOUNDARY LINE OF SAID HIGHLINE HEIGHTS, A DISTANCE OF 125.15 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST COLFAX AVENUE, SAME BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID BARRY'S SUBDIVISION;

THENCE NORTH 89°36'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 133.77 FEET TO THE WEST CORNER OF SAID CDOT PARCEL NO. 50;

THENCE ALONG THE SOUTHERLY BOUNDARY LINES OF SAID CDOT PARCEL NO. 50 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 81°01'58" EAST, A DISTANCE OF 73.81 FEET;
2. NORTH 89°36'39" EAST, A DISTANCE OF 317.20 TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 173,168 SQUARE FEET OR 3.9754 ACRES, MORE OR LESS.

For informational purposes only: TAX MAP NUMBERS:

APN: 1973-02-1-01-014
APN: 1973-02-1-01-013
APN: 1973-02-1-01-016
APN: 1973-02-1-01-015
APN: 1973-02-1-01-012
APN: 1973-02-1-00-023
APN: 1973-02-1-28-001

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1020189-A-NC

Commitment No.: NCS-1020189-A-NC

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

NOTE: Local ordinances may impose liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the property, a Utilities Agreement and/or escrow is required.

6. Evidence that all assessments for common expenses, if any, have been paid.
7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
8. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.
9. Deed of Trust from 12000 COLFAX AURORA APARTMENTS, LLC, a Delaware limited liability company to a designated trustee for TBD, conveying the land as security for a note in the amount of the loan.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. Receipt by the Company of the following documentation for 12000 COLFAX AURORA APARTMENTS, LLC, a Delaware limited liability company , a Delaware limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Delaware Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

11. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by 12000 COLFAX AURORA APARTMENTS, LLC, a Delaware limited liability company .
12. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1020189-A-NC

Commitment No.: NCS-1020189-A-NC

SCHEDULE B, PART II

Exceptions

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof. (TO BE OMITTED AT CLOSING UPON RECEIPT OF EXECUTED OWNERS AFFIDAVIT)
2. Easements, or claims of easements, not shown by the Public Records. (TO BE OMITTED AT CLOSING UPON RECEIPT OF EXECUTED OWNERS AFFIDAVIT AND FINAL SURVEY)
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records. (TO BE OMITTED AT CLOSING UPON RECEIPT OF EXECUTED OWNERS AFFIDAVIT AND FINAL SURVEY)
4. Any lien or right to a lien for services, labor, material or equipment heretofore or hereafter furnished, unless such lien is shown by the Public Records at Date of Policy.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met. (TO BE OMITTED AT CLOSING UPON THE RECEIPT OF EXECUTED OWNERS AFFIDAVIT)
6. Taxes and assessments for the year 2021, and subsequent years, a tax not yet due and payable.
7. Any water rights, claims of title to water, in, on or under the Land. (PER SURVEY DOES NOT AFFECT PROPERTY AND WILL NOT BE ON FINAL POLICY)
8. Rights of tenants or persons in possession as tenants only, with no rights or options to purchase the property, along with those unrecorded leases. (PER EXECUTED OWNERS AFFIDAVIT AT CLOSING, THIS ITEM WILL NOT BE ON FINAL POLICY)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Ordinance No. 99-09, Series of 1999, for rezoning, recorded April 8, 1999 at Reception No. A9058089.
10. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Barry's Subdivision Filing No. 2, recorded December 6, 1974 in Plat Book 27, Page 93, as approximately shown on Tract 1 Survey.

NOTE: Quit Claim Deed in connection therewith recorded June 7, 2021 at Reception No. E1090262.

11. Mechanic's Lien filed by City of Aurora, in the amount of \$410.00, recorded April 27, 2021 at Reception No. E1068907. (THIS ITEM HAS BEEN SATISFIED/RELEASED AND WILL NOT BE ON FINAL POLICY)
12. Any existing leases or tenancies. (PER EXECUTED OWNERS AFFIDAVIT AT CLOSING, THIS ITEM WILL NOT BE ON FINAL POLICY)
13. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Highline Heights, recorded May 24, 1961 at Reception No. 762553, As approximately shown on that certain survey prepared by Damien Cain for 39 North Engineering and Surveying LLC dated May 13, 2020 and revised May _____, 2021 as Job No. 0100800 ("Tract 1 Survey").
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the The Aurora Hospital District, as evidenced by instrument recorded June 28, 1962 in Book 1351, Page 259. (None due and payable as of the date of the Policy)
15. Terms, conditions, provisions, obligations and agreements as set forth in the Notice Setting Forth Description of Area of Arapahoe County, Colorado Subject to Building Code recorded October 7, 1963 at Reception No. 880751.
16. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Barry's Subdivision, recorded September 7, 1971 in Plat Book 21, Page 39, As approximately shown on Tract 1 Survey.
17. Restrictions as set forth in Covenant recorded December 17, 1974 in Book 2298, Page 67 and Restrictions as set forth in Covenant recorded July 25, 1979 in Book 3038, Page 789.
18. Lease by and between Harold C. Stengel and Faye G. Stengel, as lessor, and Harry J. Cope, Terry A Meanor and Walter E. Weare, as lessee, set forth in Business Lease recorded November 10, 1977 in Book 2679 at Page 41. (THIS ITEM IS EXPIRED AND WILL NOT BE ON FINAL POLICY)
19. Restrictions as set forth in Covenant recorded May 24, 1979 in Book 2998, Page 324.
20. Terms, conditions, provisions, obligations and agreements as set forth in the Declaration of Planned Building Group recorded July 25, 1979 in Book 3038, Page 788.
21. This item has been intentionally deleted.
22. Planned Building Group recorded August 22, 1979 at Reception No. 1882632.
23. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Revocable License recorded October 19, 1983 in Book 3997, Page 129.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Revocable License recorded November 6, 2008 at Reception No. B8124018, as approximately shown on Tract 1 Survey.
25. Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Arapahoe County Register of Deeds, including, but not limited to, (i) an inability to search the Public Records after April 15, 2021, or (ii) any delay in recordation of Warranty Deed, etc. in the Public Records. (TO BE DELETED BASED ON CONFIRMATION THAT THE ROD IS OPEN TO UPDATE TITLE AND RECORD)
26. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Damien Cain, Professional Land Surveyor for 39 North Engineering and Surveying LLC dated May 13, 2020 and last revised May _____, 2021, designated 0100800: (The "Tract 1 Survey").

(A) Sanitary Sewer Lines; (B) Water Main; (C) Overhead Utility Lines; (D) Chainlink Fence near property line; (E) Storm Manholes; and (F) Wood Fence near property line.

27. Lease by and between Arthur G. Cohen, as Trustee under Indenture of Trust dated October 17, 1966, as lessor, and Arvin Finance Corporation, an Indiana corporation, as lessee, set forth in Lease and Agreement recorded December 22, 1976 in Book 2531, Page 252 and in Book 2531, Page 459, which includes an option to purchase. (THIS ITEM WAS RELEASED IN PRIOR FILE 1020189 PER LANGUAGE IN OWNERS AFFIDAVIT, THIS ITEM WILL NOT BE ON FINAL POLICY)

Assignment Agreement in connection therewith recorded December 22, 1976 in Book 2531, Page 344.

Assignment of Tuffy Leases and Agreement in connection therewith recorded December 22, 1976 in Book 2531, Page 361.

Assignment and Assumption of Leases to Compass Properties, Inc., a Delaware corporation in connection therewith recorded September 29, 1992 in Book 6630, Page 261.

Two Party Agreement in connection therewith recorded September 29, 1992 in Book 6630, Page 266.

Agreement Concerning Termination of Lease in connection therewith recorded March 30, 1995 in Book 7903, Page 423.

Memorandum of Assignment of Lessee's Interest Under Master Agreement to LSOF Partners V, L.P., a Texas limited partnership in connection therewith recorded March 7, 1997 at Reception No. A7026993.

Memorandum of Assignment of Lessee's Interest Under Master Agreement to Arvin Portfolio, L.L.C., a Missouri limited liability company in connection therewith recorded March 21, 2003 at Reception No. B3059243.

28. Terms, conditions, provisions, obligations and agreements as set forth in the Revocable License recorded August 16, 1993 in Book 7084, Page 466, as approximately shown on that certain survey prepared by Thomas G. Savich for Manhard Consulting dated December 22, 2020, and last revised on May _____, 2021 ("Tract 2 Survey").
29. Terms, conditions, provisions, obligations and agreements as set forth in the Site Plan recorded September 20, 1993 at Reception No. 93-127603 in Book 110, Page 16, as approximately shown on Tract 2 Survey.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

30. Terms, conditions, provisions, obligations and agreements as set forth in the Site Plan and Landscape Plan recorded October 17, 1994 at Reception No. 94-141928 in Book 116, Page 59, as approximately shown on Tract 2 Survey
31. Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Arapahoe Register of Deeds Office, including, but not limited to, (i) an inability to search the Public Records after April 15, 2021, or (ii) any delay in recordation of [Warranty Deed, etc.] in the Public Records. (TO BE DELETED BASED ON CONFIRMATION THAT THE ROD IS OPEN TO UPDATE TITLE AND RECORD)
32. Matters shown on that certain ALTA/ACSM Land Title Survey prepared 39 North Engineering and Surveying LLC dated July 17, 2020 as Job #0100800A (the "Survey") as follows:
(a) fencing extends beyond boundary line along the west and south
33. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Green Tree Acres, recorded August 26, 1954 in Plat Book 11, Page 70, as approximately shown on that certain survey prepared by Damien Cain for 39 North Engineering and Surveying LLC dated January 31, 2020, and last revised May _____, 2021 as Job No. 0100251F ("Tract 3 Survey").
34. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Aurora Sanitation District, as evidenced by instrument recorded January 8, 1955 in Book 894, Page 303. (None due and payable as of the date of the Policy)
35. An easement for roof overhand, drainage and parking and incidental purposes granted to H. J. Neustaedter, as set forth in an instrument recorded December 23, 1958 in Book 1103, Page 391. (THIS ITEM DOES NOT AFFECT PROPERTY PER SURVEY AND WILL NOT BE ON FINAL POLICY)
36. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Green Tree Acres 4th Filing, recorded April 11, 1960 in Plat Book 15, Page 12, as approximately shown on that Tract 3 Survey.

NOTE: Quit Claim Deed in connection therewith recorded June 7, 2021 at Reception No. E1090264.

NOTE: Quit Claim Deed in connection therewith recorded June 7, 2021 at Reception No. E1090265.

37. Lease by and between Garrett-Bromfield & Co. Agent for the landlord, as lessor, and Small Business Administration, as lessee, as evidenced by Agreement recorded July 26, 1974 in Book 2261, Page 46, Assignment of Real Estate Lease and Agreement recorded February 2, 1979 in Book 2930, Page 772. (PER EXECUTED OWNERS AFFIDAVIT IN PRIOR FILE 996802 AND LEASE AFFIDAVIT, THIS ITEM WILL NOT BE ON FINAL POLICY)
38. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Covenant (for Overflight of Aircraft) recorded December 17, 1974 in Book 2296, Page 67.
39. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Covenant (for Overflight of Aircraft) recorded September 15, 1975 in Book 2373, Page 221.
40. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded January 9, 1987 in Book 5014, Page 134, as approximately shown on that Tract 3 Survey.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

41. Lease by and between Snowy Range enterprises, Inc., as lessor, and Automatic Laundry Company, as lessee, as evidenced by Abstract of Lease recorded May 1, 1991 in Book 6146, Page 009, and Abstract of Lease Extension recorded June 5, 2001 at Reception No. B1089062. (PER LANGUAGE IN EXECUTED OWNERS AFFIDAVIT, THIS ITEM WILL NOT BE ON FINAL POLICY)
42. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded August 15, 1994 in Book 7669, Page 475, as approximately shown on that Tract 3 Survey.
43. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded June 15, 1995 in Book 7990, Page 129, as approximately shown on that Tract 3 Survey.
44. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement 15-33 recorded February 1, 2016 at Reception No. D6010282 (PER SURVEY DOES NOT AFFECT PROPERTY AND WILL NOT BE ON FINAL POLICY)
45. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Peoria Green Subdivision Filing No. 1, recorded March 1, 2017 at Reception No. D7024201, As approximately shown on that Tract 3 Survey.
46. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Memorandum of Agreement for Sidewalk and Traffic Signal Easement recorded July 26, 2019 at Reception No. D9074611, as approximately shown on that Tract 3 Survey.
47. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement for Sidewalk Purposes recorded August 9, 2019 at Reception No. D9080735, as approximately shown on that Tract 3 Survey.

NOTE: Quit Claim Deed in connection therewith recorded June 7, 2021 at Reception No. E1090263.

48. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Traffic Signalization Easement recorded August 9, 2019 at Reception No. D9080749.
49. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by 39 North Engineering and Surveying LLC on January 31, 2020, designated 0100251F: (The "Tract 3 Survey").
(A) Electric Vaults; (B) Wood Fence on Property Line; (C) Sanitary Manholes; (D) Adjacent Building Fence is 0.5' West of Property line; and (E) Water Valves.
50. Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Arapahoe Register of Deeds Office, including, but not limited to, (i) an inability to search the Public Records after April 15, 2021, (ii) any delay in recordation of the documents [Deed of Trust, Mortgage, etc. or] creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely. (TO BE DELETED BASED ON CONFIRMATION THAT THE ROD IS OPEN TO UPDATE TITLE AND RECORD)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

51. Plat recorded in Reception No. _____ dated _____, 2021 and recorded _____ 2021, County of Arapahoe, State of Colorado.

NOTE: The following endorsement(s), upon satisfaction of any applicable requirements, will be attached to the Policy, when issued, and made a part thereof:

3.2 - PZR report that references the site plans
6 need loan agreement
8.2
9.6.1 with owners affidavit
9.7- Will need stamped plans showing improvements
14: need copy of loan agreement
17: final Survey
17.2 Final Survey
18.1
19
22
24
25 - Final Survey
26
27
28
28.3- Will need stamped plans showing improvements
35.3 -Will need stamped plans showing improvements
37
39
Deletion of arbitration
CO122
CO101.5

Revised: June 15, 2021 at 10:00 AM

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **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**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.