# Customer Distribution

**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **ABD70826167-3** Date: **12/05/2025**

Property Address: **BROADWAY PARK PARCELS 5 AND 6, DENVER, CO 80209**

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**For Closing Assistance**

Colin Snody
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6234 (Work)
(303) 393-3806 (Work Fax)
csnody@ltgc.com
Contact License: CO271428
Company License: CO44565

**Closer's Assistant**

Megan Corbin
3033 EAST FIRST AVENUE, SUITE 600
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**For Title Assistance**

David Knapp 5975 GREENWOOD PLAZA BLVD GREENWOOD VILLAGE, CO 80111 (303) 850-4174 (Work) dknapp@ltgc.com
Company License: CO44565

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PPF AMLI BROADWAY PARK PHASE II LLC C/O AMLI DEVELOPMENT
Attention: ISABELLE LOCKWOOD
7535 E HAMPDEN AVE SUITE 675
DENVER, CO 80231
(781) 640-9169 (Cell)
(303) 799-4033 (Work)
ilockwood@amli.com
Delivered via: Electronic Mail

AMLI RESIDENTIAL
Attention: JULIE MARTENS
141 WEST JACKSON BLVD. SUITE 300
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(303) 225-2800 (Work)
jmartens@amli.com
Delivered via: Electronic Mail

KING & SPALDING LLP
Attention: CARLY GEORGE
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ATLANTA, GA 30309
cfgeorge@kslaw.com
Delivered via: Electronic Mail

KING & SPALDING LLP
Attention: SAMANTHA CLINE LAMACCHIA
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AMLI RESIDENTIAL
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BROADWAY NE PROPERTIES LLC C/O D4 URBAN LLC
Attention: CHRIS WAGGETT
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BROADWAY NE PROPERTIES LLC C/O D4 URBAN LLC
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(970) 366-0053 (Cell)
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Attention: BRENT S GILFEDDER
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OTTEN JOHNSON ROBINSON NEFF & RAGONETTI PC
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dadloff@ottenjohnson.com
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LAND TITLE GUARANTEE COMPANY
Attention: ABBY KOCHEVAR
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
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akochevar@ltgc.com
Delivered via: Electronic Mail

MARTIN MARTIN CONSULTING ENGINEERS
Attention: DONALD WEBER
DWeber@martinmartin.com
Delivered via: Electronic Mail

# Estimate of Title Fees

**Order Number:** ABD70826167-3 **Date:** 12/05/2025

**Property Address:** BROADWAY PARK PARCELS 5 AND 6, DENVER, CO 80209

**Seller(s):** BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY

**Buyer(s):** PPF AMLI BROADWAY PARK PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

| Estimate of Title Insurance Fees | |
|---|---|
| "ALTA" Owner's Policy 07-01-21 Reissue Rate | $14,707.00 |
| Deletion of Standard Exception(s) | $100.00 |
| Endorsement ALTA 3.2 | $5,000.00 |
| Endorsement ALTA 8.2 | $100.00 |
| Endorsement ALTA 9.8 | $2,000.00 |
| Endorsement ALTA 9.9 | $2,000.00 |
| Endorsement ALTA 17 | $500.00 |
| Endorsement ALTA 17.2 | $500.00 |
| Endorsement ALTA 18.1 | $100.00 |
| Endorsement ALTA 19 | $1,500.00 |
| Endorsement ALTA 25 | $1,500.00 |
| Endorsement ALTA 26 | $1,500.00 |
| Endorsement ALTA 28.3 | $2,000.00 |
| Endorsement ALTA 35.3 | $1,000.00 |
| Endorsement ALTA 39 | $0.00 |
| Endorsement Arbitration Deletion | $100.00 |

| Estimate of Title Insurance Fees | |
|---|---|
| Tax Certificate (2 TAX CERTIFICATES) | $54.00 |
| **TOTAL** | **$32,661.00** |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

**Chain of Title Documents:**

**Denver county recorded 09/26/2019 under reception no. 2019133067**

Plat Map(s):

**Denver county recorded 05/08/1874 at book 2 page 56**

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70826167-3**

**Property Address:**

BROADWAY PARK PARCELS 5 AND 6, DENVER, CO 80209

1. **Commitment Date:**

   12/02/2025 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 07-01-21 Reissue Rate $20,000,000.00
   Proposed Insured:
   PPF AMLI BROADWAY PARK PHASE II, LLC, A DELAWARE
   LIMITED LIABILITY COMPANY

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   FEE SIMPLE, AS TO PARCEL 1; AN EASEMENT, AS TO PARCELS 2 AND 3

4. **The Title is, at the Commitment Date, vested in:**

   BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY

5. **The Land is described as follows:**

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70826167-3**

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF LOTS 1 THROUGH 19 AND A PORTION OF LOTS 30 THROUGH 48, BLOCK 42, BYERS SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, THENCE S46°03'06"W A DISTANCE OF 1009.86 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST DAKOTA AVENUE RECORDED AT RECEPTION NO. 2013157909, SAID POINT BEING THE POINT OF BEGINNING;
THENCE S00°09'08"W A DISTANCE OF 253.13 FEET;
THENCE N89°49'56"W A DISTANCE OF 446.71 FEET;
THENCE N00°09'46"E A DISTANCE OF 253.03 FEET;
THENCE S89°50'45"E A DISTANCE OF 446.66 FEET TO THE POINT OF BEGINNING.

ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

BASIS OF BEARING
BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO ASSUMED TO BEAR S89°51'01"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP PLS #20688 IN RANGE BOX AT THE NORTH QUARTER CORNER AND A FOUND STONE IN RANGE BOX AT
THE CENTER QUARTER CORNER.

PREPARED BY ZACH DRURY
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215

SEPTEMBER 14, 2022
JOB NO. 15.0575

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE PASSAGE OF VEHICLES AND PEDESTRIANS AND FOR UTILITIES AS MORE FULLY DEFINED AND DESCRIBED IN ACCESS, ENCROACHMENT AND EASEMENT AGREEMENT RECORDED DECEMBER 21, 1992 UNDER RECEPTION NO. **R-92-0151499**, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE PURPOSES OF INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND FOR UTILITIES AS MORE FULLY DEFINED AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH RECIPROCAL EASEMENTS FOR BROADWAY MARKETPLACE AT DENVER DESIGN DISTRICT RECORDED NOVEMBER 12, 2014 UNDER RECEPTION NO. **2014137314**, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70826167-3**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70826167-3

**All of the following Requirements must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

1. PARTIAL RELEASE OF FIRST DEED OF TRUST, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 25, 2019 FROM BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF SECURITY LIFE OF DENVER INSURANCE COMPANY, A COLORADO CORPORATION TO SECURE THE SUM OF $11,100,000.00 RECORDED SEPTEMBER 26, 2019 UNDER RECEPTION NO. **2019133068**.

   FIRST AMENDMENT AND MODIFICATION TO FIRST DEED OF TRUST, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING RECORDED OCTOBER 18, 2021 UNDER RECEPTION NO. **2021195450**.

   SAID DEED OF TRUST WAS FURTHER SECURED IN FIRST ABSOLUTE ASSIGNMENT OF LEASES AND RENTS FROM BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURITY LIFE OF DENVER INSURANCE COMPANY, A COLORADO CORPORATION RECORDED SEPTEMBER 26, 2019, UNDER RECEPTION NO. **2019133069**.

   FIRST AMENDMENT AND MODIFICATION TO FIRST ABSOLUTE ASSIGNMENT OF RENTS AND LEASES RECORDED OCTOBER 18, 2021 UNDER RECEPTION NO. **202195451**.

2. PARTIAL RELEASE OF SECOND DEED OF TRUST, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 25, 2019 FROM BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF SECURITY LIFE OF DENVER INSURANCE COMPANY, A COLORADO CORPORATION TO SECURE THE SUM OF $3,425,000.00 RECORDED SEPTEMBER 26, 2019 UNDER RECEPTION NO. **2019133070**.

   SAID DEED OF TRUST WAS FURTHER SECURED IN SECOND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES FROM BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURITY LIFE OF DENVER INSURANCE COMPANY, A COLORADO CORPORATION RECORDED SEPTEMBER 26, 2019, UNDER RECEPTION NO. **2019133071**.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70826167-3

**All of the following Requirements must be met:**

3. PARTIAL RELEASE OF AMENDED AND RESTATED SECOND DEED OF TRUST, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING DATED NOVEMBER 15, 2019, FROM BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF SECURITY LIFE OF DENVER INSURANCE COMPANY, A COLORADO CORPORATION TO SECURE THE SUM OF $3,425,000.00 RECORDED NOVEMBER 18, 2019, UNDER RECEPTION NO. **2019161810**.

   FIRST AMENDMENT AND MODIFICATION TO AMENDED AND RESTATED SECOND DEED OF TRUST, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING RECORDED OCTOBER 18, 2021 UNDER RECEPTION NO. **2021195452**.

   SAID DEED OF TRUST FURTHER SECURED BY AMENDED AND RESTATED SECOND ABSOLUTE ASSIGMENT OF RENTS AND LEASES RECORDED NOVEMBER 18, 2019 UNDER RECEPTION NO. **2019161811**.

   FIRST AMENDMENT AND MODIFICATION TO AMENDED AND RESTATED SECOND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES RECORDED OCTOBER 18, 2021 UNDER RECEPTION NO. **2021195453**.

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR PPF AMLI BROADWAY PARK PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. (THIS ITEM WAS INTENTIONALLY DELETED)

6. WARRANTY DEED FROM BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY TO PPF AMLI BROADWAY PARK PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

   NOTE: THE STATEMENT OF AUTHORITY OF BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 26, 2019 UNDER RECEPTION NO. **2019133066** DISCLOSES THE FOLLOWING AUTHORIZED SIGNATORIES:
   JAMES S. FRANK, AS A MANAGER, WARREN P. COHEN, AS A MANAGER, CHRISTOPHER WAGGETT, AS PRESIDENT, AND DANIEL COHEN, AS AN AUTHORIZED SIGNATORY, EACH ACTING ALONE WITHOUT THE NEED FOR MULTIPLE SIGNATURES.

   NOTE: THE OPERATING AGREEMENT OF BROADWAY NE PROPERTIES LLC, A DELAWARE LIMITED LIABILITY COMPANY PROVIDES THAT THE MEMBER, MANAGER AND DULY AUTHORIZED OFFICERS SHALL HAVE THE POWER TO ACT ON BEHALF OF THE COMPANY. SAID OPERATING AGREEMENT DISCLOSES BMP NORTHEAST HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, AS SOLE EQUITY MEMBER, JAMES S. FRANK AND WARREN P. COHEN AS MANAGERS, AND CHRISTOPHER WAGGETT AS PRESIDENT.

7. PROVIDE A CERTIFIED RENT ROLL FOR SUBJECT PROPERTY, OR, IN THE ALTERNATIVE, PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY. SAID REQUIREMENT IS NECESSARY TO EITHER MODIFY OR DELETE EXCEPTION NO. 8.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70826167-3

**All of the following Requirements must be met:**

8. A CURRENT ZONING LETTER FOR SAID LAND ISSUED BY THE APPROPRIATE GOVERNMENT AGENCY SETTING FORTH:

   A. THE ZONING CLASSIFICATION
   B. THE PROPOSED USE OF THE LAND
   C. CONFIRMATION THE PROPOSED USE IS AN ALLOWED USE
   D. PARKING REQUIREMENTS
   E. ANY KNOWN VIOLATIONS.

   NOTE: ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE MADE UPON THE REVIEW OF SAID LETTER.

9. PROVIDE THE COMPANY WITH THE FINAL, FULLY EXECUTED SITE PLANS OR DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY, APPROVED BY THE CITY AND COUNTY OF DENVER.

   NOTE: SAID PLANS ARE NECESSARY TO ATTACH LAND UNDER DEVELOPMENT ENDORSEMENTS TO THE POLICY(IES) TO BE ISSUED.

   REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

   A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

   B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

   C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

   D. UPON PROOF OF PAYMENT OF 2024 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

   TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

   NOTE: ITEM 7 OF THE PRE-PRINTED EXCEPTIONS IS HEREBY DELETED.

   NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70826167-3

**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.**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.

   NOTE: THIS EXCEPTION WILL BE AMENDED OR DELETED UPON THE SATISFACTION OF REQUIREMENT 7 OF SCHEDULE B, PART I HEREIN.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS, BUT ONLY THOSE EASEMENTS WHICH BURDEN THE SUBJECT PROPERTY, AS SET FORTH AND GRANTED IN ACCESS, ENCROACHMENT AND EASEMENT AGREEMENT RECORDED DECEMBER 21, 1992 UNDER RECEPTION NO. **R-92-0151499**, AND FIRST AMENDMENT THERETO RECORDED NOVEMBER 18, 1994 UNDER RECEPTION NO. **9400174330**.

   BARGAIN AND SALE DEEDS IN CONNECTION THEREWITH RECORDED MARCH 12, 2018 UNDER RECEPTION NO. **2018028970** AND RE-RECORDED OCTOBER 23, 2018 UNDER RECEPTION NO. **2018137487** AND RECORDED APRIL 7, 2020 UNDER RECEPTION NO. **2020048519**.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED OCTOBER 19, 1993 UNDER RECEPTION NO. **9300144058**, AND AMENDMENT RECORDED JUNE 6, 2000 UNDER RECEPTION NO. **2000078392**, AND FEBRUARY 2, 2006 UNDER RECEPTION NOS. **2006021481** AND **2006021482** AND SECOND AMENDMENT RECORDED MAY 21, 2019 UNDER RECEPTION NO. **2019061824** AND RECORDED SEPTEMBER 25, 2019 UNDER RECEPTION NO. **2019131543**.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70826167-3

11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIONS RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. **9300155139**.

    BARGAIN AND SALE DEEDS IN CONNECTION THEREWITH RECORDED MARCH 12, 2018 UNDER RECEPTION NO. **2018028970** AND RE-RECORDED OCTOBER 23, 2018 UNDER RECEPTION NO. **2018137487**. AND RECORDED APRIL 7, 2020 UNDER RECEPTION NO. **2020048519**.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 30, 1993 UNDER RECEPTION NO. **9300179096**, AND QUIT CLAIM ASSIGNMENT AND ASSUMPTION RECORDED NOVEMBER 24, 1995 UNDER RECEPTION NO. **9500146838**.

    AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 20, 2022 UNDER RECEPTION NO. **2022150974**.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JANUARY 19, 1994 UNDER RECEPTION NO. **9400009824**, AND QUIT CLAIM ASSIGNMENT AND ASSUMPTION RECORDED NOVEMBER 24, 1995 UNDER RECEPTION NO. **9500146838**.

    BARGAIN AND SALE DEED IN CONNECTION THEREWITH RECORDED APRIL 7, 2020 UNDER RECEPTION NO. **2020048519**.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JANUARY 24, 1994 UNDER RECEPTION NO. **9400012529**, AND QUIT CLAIM ASSIGNMENT AND ASSUMPTION RECORDED NOVEMBER 24, 1995 UNDER RECEPTION NO. **9500146838**.

15. EXCLUSIVE USE RESTRICTIONS AS CONTAINED IN LEASE BETWEEN HOMART DEVELOPMENT CO., LESSOR, AND THE PEP BOYS - MANNY, MOE & JACK, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED APRIL 26, 1994, UNDER RECEPTION NO. **9400070204**, AND ASSIGNMENT AND ASSUMPTION OF LEASE RECORDED FEBRUARY 10, 1995 UNDER RECEPTION NO. **9500016668**, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

    NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS FOR UTILITY AND RELATED EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED OCTOBER 27, 1994 UNDER RECEPTION NO. **94000163311**.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS FOR INGRESS AND EGRESS OVER PRIVATE ROADS AND RELATED EASEMENTS TO THE CITY AND COUNTY OF DENVER AS SET FORTH AND GRANTED IN EASEMENT AND INDEMNITY AGREEMENT RECORDED FEBRUARY 28, 1995 UNDER RECEPTION NO. **9500022666**.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS FOR DRAINAGE FACILITIES FOR WATER AND SEWAGE AND RELATED EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED OCTOBER 12, 1995 UNDER RECEPTION NO. **9500126670**.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70826167-3

19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BMP METROPOLITAN DISTRICTS NO. 1, NO. 2 AND NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 31, 2011, UNDER RECEPTION NO. **2011011530**, JANUARY 26, 2012 UNDER RECEPTION NO. **2012009807**, OCTOBER 15, 2014 UNDER RECEPTION NO. **2014124851**, DECEMBER 8, 2014 UNDER RECEPTION NO. **2014148743**, JANUARY 29, 2015 UNDER RECEPTION NO. **2015010503**, JANUARY 13, 2016, JANUARY 13, 2016 UNDER RECEPTION NO. **2016004386**, AND JANUARY 26, 2017 UNDER RECEPTION NO. **2017011089**.

    NOTICE CONCERNING BROADWAY PARK NORTH METROPOLITAN DISTRICT NO. 3 RECORDED JANUARY 15, 2019 UNDER RECEPTION NO. **2019005236**.

    NOTE: UPON PROOF OF PAYMENT OF THE 2023 AND PRIOR YEARS TAXES AND ASSESSMENTS, THE FOLLOWING NOTE WILL BE ADDED TO THIS EXCEPTION:
    NONE DUE AND PAYABLE AT DATE OF POLICY.

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ESTOPPEL CERTIFICATE REGARDING PROPERTY TAXES RECORDED DECEMBER 12, 2013 UNDER RECEPTION NO. **2013177044**.

21. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENTS RECORDED APRIL 22, 2014, UNDER RECEPTION NOS. **2014045075**, **2014045083**, AND 2014045084, AS AMENDED BY AMENDED AND RESTATED ELECTRIC EASEMENT RECORDED MARCH 12, 2025 UNDER RECEPTION NO. **2025021491**.

22. (THIS ITEM WAS INTENTIONALLY DELETED)

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS, BUT ONLY THOSE EASEMENTS WHICH BURDEN THE SUBJECT PROPERTY, AS SET FORTH AND GRANTED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH RECIPROCAL EASEMENTS FOR BROADWAY MARKETPLACE AT DENVER DESIGN DISTRICT RECORDED NOVEMBER 12, 2014, UNDER RECEPTION NOS. **2014137314** AND **2014137336**, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

    BARGAIN AND SALE DEEDS IN CONNECTION THEREWITH RECORDED MARCH 12, 2018 UNDER RECEPTION NO. **2018028970** AND RE-RECORDED OCTOBER 23, 2018 UNDER RECEPTION NO. **2018137487**, AND APRIL 7, 2020 UNDER RECEPTION NO. **2020048519**.

    FIRST AMENDMENT THERETO RECORDED OCTOBER 23, 2018 UNDER RECEPTION NO. **2018137488**. SECOND AMENDMENT THERETO RECORDED APRIL 7, 2020 UNDER RECEPTION NO. **2020048518**

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70826167-3

24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BMP METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 30, 2018, UNDER RECEPTION NO. **2018011718**.
NOTICE CONCERNING BMP METROPOLITAN DISTRICT NO. 2 RECORDED JANUARY 24, 2018 UNDER RECEPTION NO. **2018009142**.

    PETITION FOR NAME CHANGE TO BROADWAY PARK NORTH METROPOLITAN DISTRICT NO. 2 RECORDED AUGUST 2, 2018 UNDER RECEPTION NO. **2018095732**.
    NOTICE CONCERNING BROADWAY METROPOLITAN DISTRICT NO. 2 RECORDED JANUARY 15, 2019 UNDER RECEPTION NO. **2019005235**.
    FIRST AMENDMENT TO SPECIAL DISTRICT PUBLIC DISCLOSURE FOR BROADWAY PARK NORTH METROPOLITAN DISTRICT NO. 2 RECORDED DECEMBER 20, 2019 UNDER RECEPTION NO. **2019178719**, NOTICES CONCERNING BROADWAY PARK NORTH METROPOLITAN DISTRICT NO. 2 RECORDED JANUARY 16, 2020 UNDER RECEPTION NO. **2020007209**, RECORDED JANUARY 26, 2021 UNDER RECEPTION NO. **2021013660**, RECORDED JANUARY 20, 2022 UNDER RECEPTION NO. **2022009069**, JANUARY 19, 2023 UNDER RECEPTION NO. **2023003833**, JANUARY 26, 2024 UNDER RECEPTION NO. 2024005473 AND JANUARY 21, 2025 UNDER RECEPTION NO. **2025004525**.

    NOTE: UPON PROOF OF PAYMENT OF THE 2023 AND PRIOR YEARS TAXES AND ASSESSMENTS, THE FOLLOWING NOTE WILL BE ADDED TO THIS EXCEPTION:
    NONE DUE AND PAYABLE AT DATE OF POLICY.

25. ALL MATTERS AS DISCLOSED ON BROADWAY MARKETPLACE PBG ZONE LOT AMENDMENT RECORDED JULY 25, 2018 UNDER RECEPTION NO. **2018091846**.

26. THE EFFECT OF OFFICIAL DEVELOPMENT PLAN FOR BROADWAY MARKETPLACE PBG - ZONE LOT 4, RECORDED JULY 25, 2018 UNDER RECEPTION NO. **2018091922**.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM (SPLIT) RECORDED OCTOBER 02, 2019 UNDER RECEPTION NO. **2019136289** AND RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. **2019164884**.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 23, 1993 UNDER RECEPTION NO. **9300112939**.

29. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED JANUARY 19, 2024, PREPARED BY MARTIN/MARTIN, INC., JOB NO. 15.0575.C.86:
    (SAID DOCUMENT STORED AS OUR IMAGE **65262753**)

    A. THE ENCROACHMENT OF THE BUILDING LOCATED ON "PARCEL 5" ONTO THE LAND ADJOINING TO THE NORTH AND ONTO THE LAND ADJOINING TO THE SOUTH.

    B. THE ENCROACHMENT OF PARING SPACES ONTO THE LAND ADJOINING TO THE SOUTH AND THE EAST OF "PARCEL 6".

    C. ELECTRIC LINES, FIBER OPTIC LINE AND STORM SEWER LINES CROSSING THE LAND, BUT NOT WITHIN RECORDED EASEMENTS.

    D. THE WESTERLY PORTION OF "PARCEL 5" IS BEING USED AS AN ALLEY FOR INGRESS AND EGRESS.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABD70826167-3

30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM RECORDED JUNE 10, 2025 UNDER RECEPTION NOS. **2025056269**, **2025056270**, **2025056271**, **2025056271**, **2025056272**, **2025056273**, **2025056274**, **2025056275** AND **2025056276**.

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INFRASTRUCTURE MASTER PLAN RECORDED SEPTEMBER 15, 2025 UNDER RECEPTION NO. **2025090993** AND RECORDED SEPTEMBER 16, 2025 UNDER RECEPTION NO. **2025091286**.

# ALTA Commitment For Title Insurance
# issued by Old Republic National Title Insurance Company

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions ,Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months 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 affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, aavenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   - (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   - (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   - (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   - (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   - (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the TItle to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   - (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   - (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   - (a) the Notice;
   - (b) the Commitment to Issue Policy;
   - (c) the Commitment Conditions;
   - (d) Schedule A;
   - (e) Schedule B, Part I—Requirements; and
   - (f) Schedule B, Part II—Exceptions; and
   - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**
   - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
     - i. comply with the Schedule B, Part I—Requirements;
     - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
     - iii. acquire the Title or create the Mortgage covered by this Commitment.
   - (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   - (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.

(e) The Company is not liable for the content of the Transaction Identification Data, if any.

(f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction

(c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for 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. **CLAIMS PROCEDURES**

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

10. **CLASS ACTION**

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

11. **ARBITRATION**

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607*
*(612) 371-1111* *www.oldrepublictitle.com*

By _____ President

Attest _____ Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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# Land Title Guarantee Company
# Disclosure Statements

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The 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:** Effective September 1, 1997, CRS 30-10-406 requires 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** 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 Commitment, the 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 CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-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 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 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 a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

# Joint Notice of Privacy Policy of
# Land Title Guarantee Company
# Land Title Insurance Corporation and
# Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.