



City of Aurora Public Works Department

MASTER LICENSE AGREEMENT APPLICATION

Real Property • 15151 E. Alameda Parkway, Ste 3200 • Aurora, CO 80012 303.739.7277 •
Email: ggray@auroragov.org

Due Diligence checklist AND application for a Master License Agreement

In order for Real Property to assist you in a timely and efficient manner please provide the following information:

Has the Development Application been approved? Yes No N/A DA Number DA-1390-10

DA RSN Number: _____

Have the civil plans been approved by the City of Aurora? Yes No N/A Civil ~~RSN~~ ^{EDN} number 220196

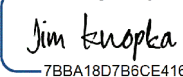
Have the Site Plans been approved? Yes No N/A

Is this a City Project? Yes No (Permit cannot be obtained until License and Civils are approved.) Who is the Planning Case Manager for this project? _____

To obtain information on any of the above please see Engineer on duty on the 2nd floor 303.739.7335

Developer/Owner FR Commerce Center Phase 1, LLC	Applicant Kimley-Horn and Associates, Inc.
Developer Contact James Knopka	Applicant's Name Brad Cooney
Address 17 E Gay Street, Suite 302	Address 4582 S Ulster Street, Suite 1500
City, State, Zip West Chester, PA 19380	City, State, Zip Denver, CO 80237
Phone 813-417-7987	Phone 303-228-2300
Email jknopka@firstindustrial.com	Email brad.cooney@kimley-horn.com
Job address and/or Subdivision name	22600 E 26th Avenue, Aurora, CO 80019
Scope of Work (Items to be licensed) Private storm sewer crossing CoA Utility and Drainage Easements, private sanitary sewer crossing CoA Utility Easement	

Approval for Licensee: In accepting this application, the Developer/Owner has read and understands all of the general provisions, certifies that he has the authority to sign for and bind Licensee, and by virtue of his signature the Licensee is bound by the provisions of this application, the Aurora City Code and all other Ordinances State laws regulating construction.

Print Name _____ ^{Jim Knopka}
DocuSigned by:
 Signature  Date August 1, 2022
7BBA18D7B6CE416...

All the above must be verified prior to submittal of documents for a License. Call 303.739.7277 to speak directly with a team member.

FILL IN CHECK LIST BELOW

CHECK LIST

- | | | | | |
|-------------------------------------|-------------------------------------|-----|--------------------------|----|
| 1. Written Request | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Vesting Deed or Title Commitment | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Statement of Authority | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 4. CO Certificate of Good Standing | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 5. Certificate of Insurance | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 6. Exhibit A Illustrations | <input checked="" type="checkbox"/> | YES | <input type="checkbox"/> | NO |

Fee to be paid once you receive an invoice.



August 2, 2022

City of Aurora
Real Property Services
15151 E. Alameda Parkway, 3rd Floor
Aurora, CO 80012

RE: *Aurora Commerce Center – Building E – Master License Agreement*
Application Number: DA-1390-10
Civil EDN: 220196 (Approved)
Case Manager: Claire Dalby

To Whom This May Concern:

This letter serves as a written request to obtain permission to cross a City of Aurora Easement, otherwise known as a Master License Agreement request. The name of the business requesting this Amendment is as follows:

FR Commerce Center Phase I, LLC.
17 E. Gay Street, Suite 302
West Chester, PA 19380

The property involved is located at the southeast corner of E. 26th Avenue and Picadilly Road and is located within the Northwest Quarter of Section 36, Township 3 South, Range 66 West of the Sixth Principal Meridian. The property address is 22600 E 26th Avenue, Aurora, CO 80019. The proposed crossings are as follows:

1. Private storm sewer pipes to cross City of Aurora Utility and Drainage Easements
2. Private sanitary pipes to cross a City of Aurora Utility Easement

Construction has commenced and will be completed September 2022.

Please contact me at (303) 228-2300 or Brad.Cooney@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brad Cooney, P.E.
Project Manager

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

E 26TH AVENUE
 (R.O.W. VARIES)

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

N89°31'56"E
 27.88'

N0°03'09.40"W
 30.00' (TIE)

BASIS OF BEARINGS
 N 89°30'33" E 2645.20'

N. LINE NE 1/4 SEC. 36

R=1257.03'
 L=261.00'
 N89°30'33"E
 54.55'

N89°30'33"E
 320.86'

S82°31'18"E
 100.98'

N89°30'58"E
 241.02'

N44°31'27"E
 19.81'

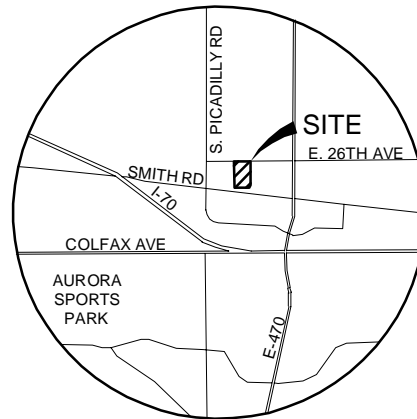
N89°30'33"E
 166.51'

N0°00'00"E 1526.65'

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

S0°00'00"E 1612.14'

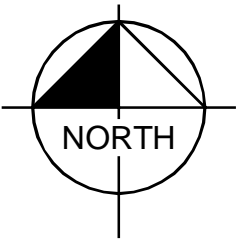
TRACT A



VICINITY MAP
 NOT TO SCALE

S72°52'55"W
 80.99'

N83°29'37"W 1113.92'



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPES, SANITARY
 SEWER PIPES SITUATED IN THE NORTH HALF OF SECTION
 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, SIXTH
 PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF
 ADAMS, STATE OF COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

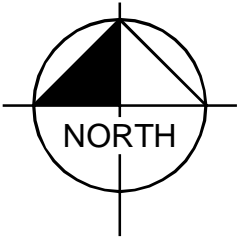
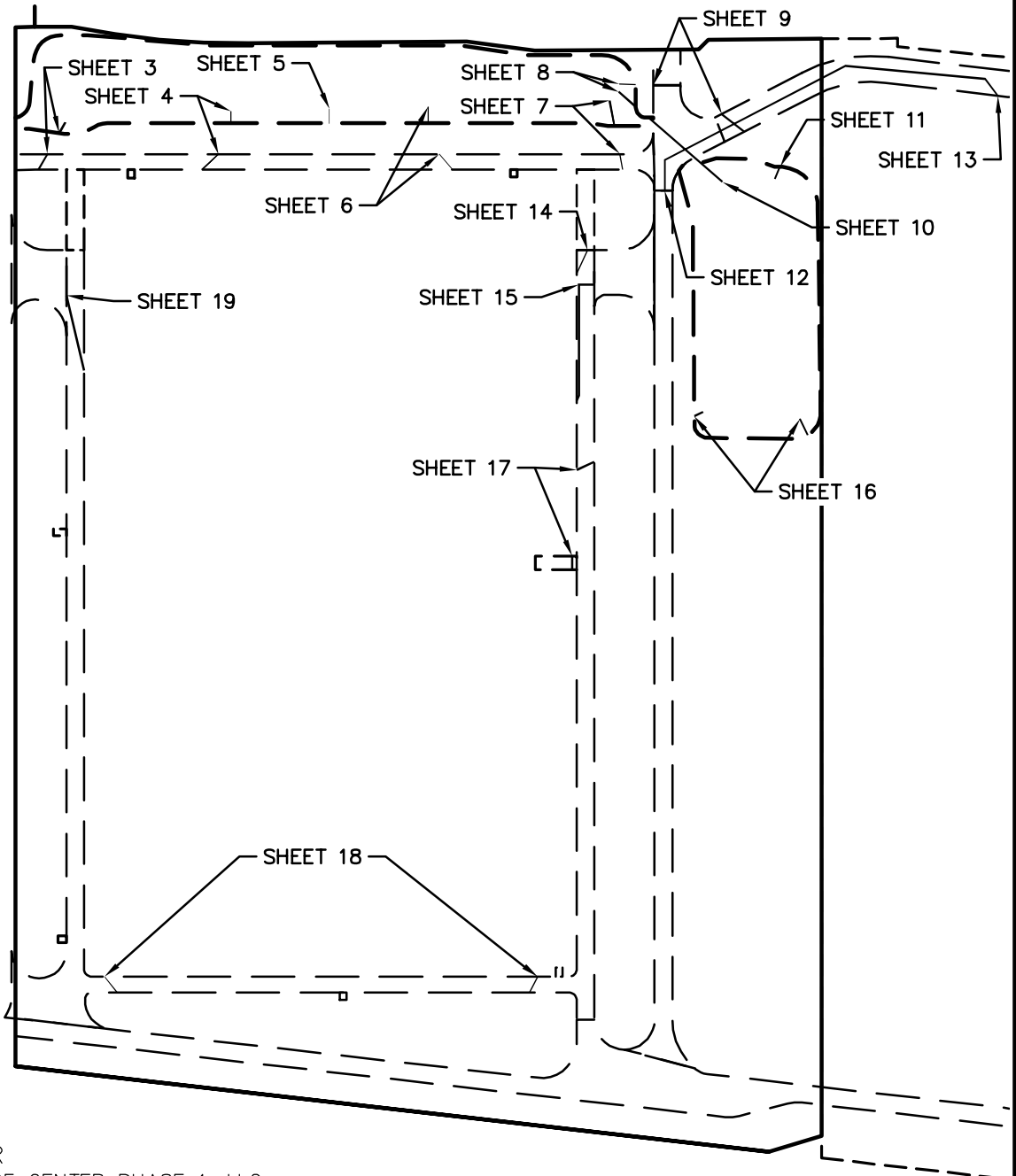
SCALE: 1" = 250'

CK'D BY: BC

DATE: 6/28/2022

SHEET 1/19

EXHIBIT A ILLUSTRATION



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPES, SANITARY
 SEWER PIPES SITUATED IN THE NORTH HALF OF SECTION
 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST, SIXTH
 PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF
 ADAMS, STATE OF COLORADO.

KimleyHorn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 250'

CK'D BY: BC

DATE: 6/28/2022

SHEET 2/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S4°58'18"E
 217.47' (TIE)

S14°51'14"E
 175.95' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

DRAINAGE
 ESMT

36" RCP

S29°45'44"W
 18.36'

36" RCP

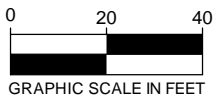
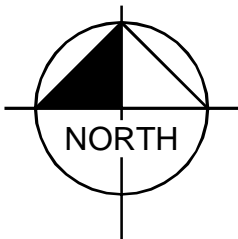
LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

23' UTILITY & FIRE LANE
 ESMT

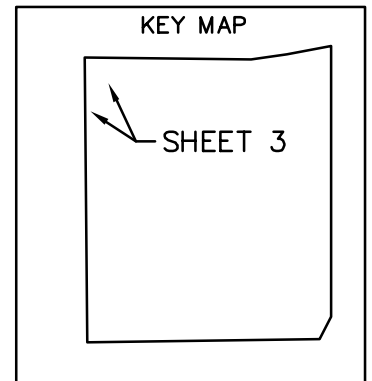
N29°17'22"E
 26.44'

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE



LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

26' UTILITY
 ESMT



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 40'

CK'D BY: BC

DATE: 6/28/2022

SHEET 3/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S45°43'39"E
 343.40' (TIE)

R=1257.03'
 L=261.00'

S61°56'55"E
 326.57' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

DRAINAGE
 ESMT

18" RCP

S0°15'38"W
 18.13'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

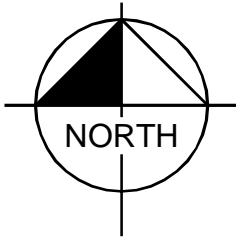
LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

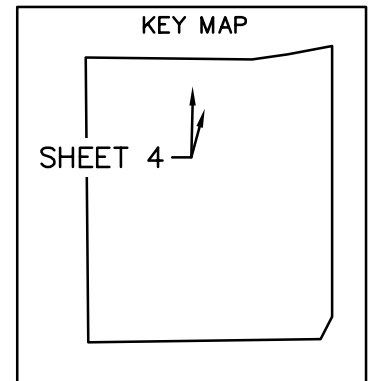
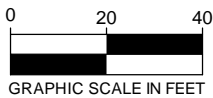
N46°35'28"E
 33.44'

23' UTILITY & FIRE LANE
 ESMT

8" PVC



LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn
 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 40'

CK'D BY: BC

DATE: 6/28/2022

SHEET 4/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS
 N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S70°49'58"E
 458.46' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

DRAINAGE
 ESMT

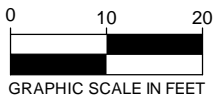
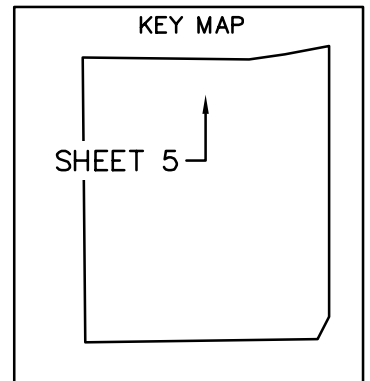
12" RCP

S0°02'31"E
 21.30'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE



LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 5/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S75°44'08"E
 596.66' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

DRAINAGE
 ESMT

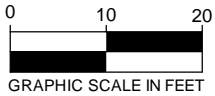
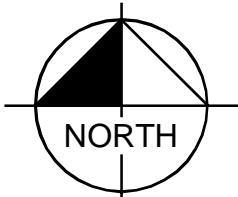
S0°08'37"W
 24.61'

12" RCP

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

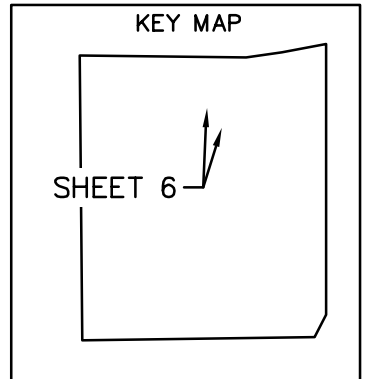
LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090869
 S31°18'E
 100.98'

S69°57'59"E
 632.64' (TIE)



23' UTILITY &
 FIRE LANE ESMT

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE



8" PVC
 S41°05'28"E
 30.51'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 6/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licenses Agreement\Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S80°41'58"E
 856.22' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

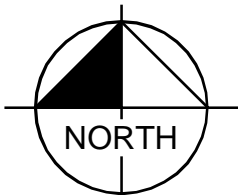
DRAINAGE
 ESMT

24" RCP

S10°42'23"E
 37.64'

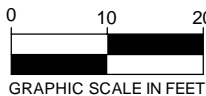
LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE



S75°51'17"E
 886.73' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

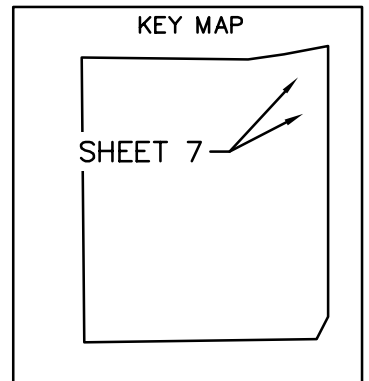


23' UTILITY &
 FIRE LANE ESMT

S10°49'37"E
 23.43'

24" RCP

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 7/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licenser Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S81°41'56"E
 867.65' (TIE)

S82°27'23"E
 866.93' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

S87°56'10"E
 23.67'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

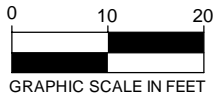
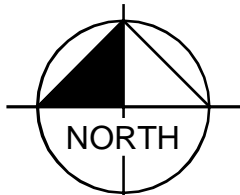
DRAINAGE
 ESMT

24" RCP

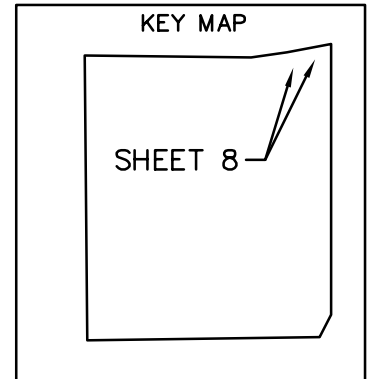
36" RCP

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

S48°50'54"E
 33.49'



LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 8/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

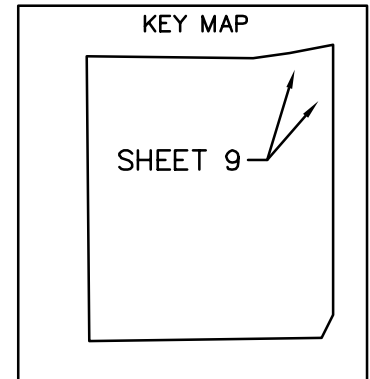
S82°44'44"E
 916.56' (TIE)

S89°56'45"E
 39.89'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

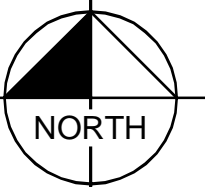
24" RCP

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE



S81°06'01"E
 1022.52' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE



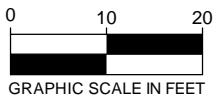
FIRE LANE
 ESMT

24" RCP

S52°03'04"E
 41.91'

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 9/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licenses Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

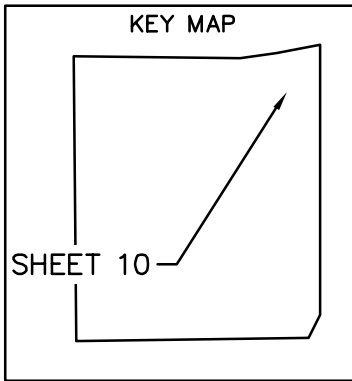
POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S79°43'40"E
 917.06' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE



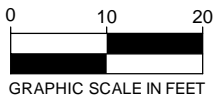
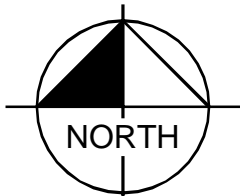
DRAINAGE
 ESMT

FIRE LANE
 ESMT

S49°01'47"E
 143.74'

36" RCP

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819



DRAINAGE
 ESMT

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 10/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

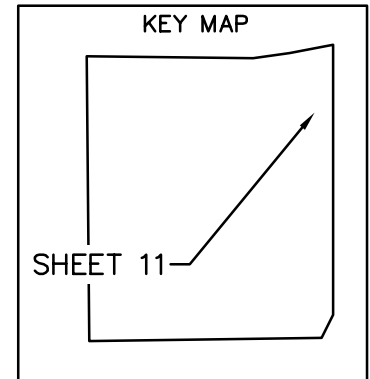
POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S77°53'17"E
 1120.30' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE



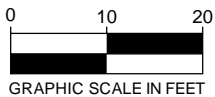
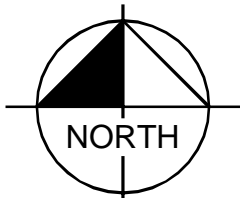
LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

S22°43'47"W
 19.83'

36" RCP

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

DRAINAGE
 ESMT



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 11/19

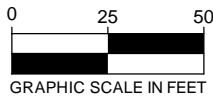
K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licence Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

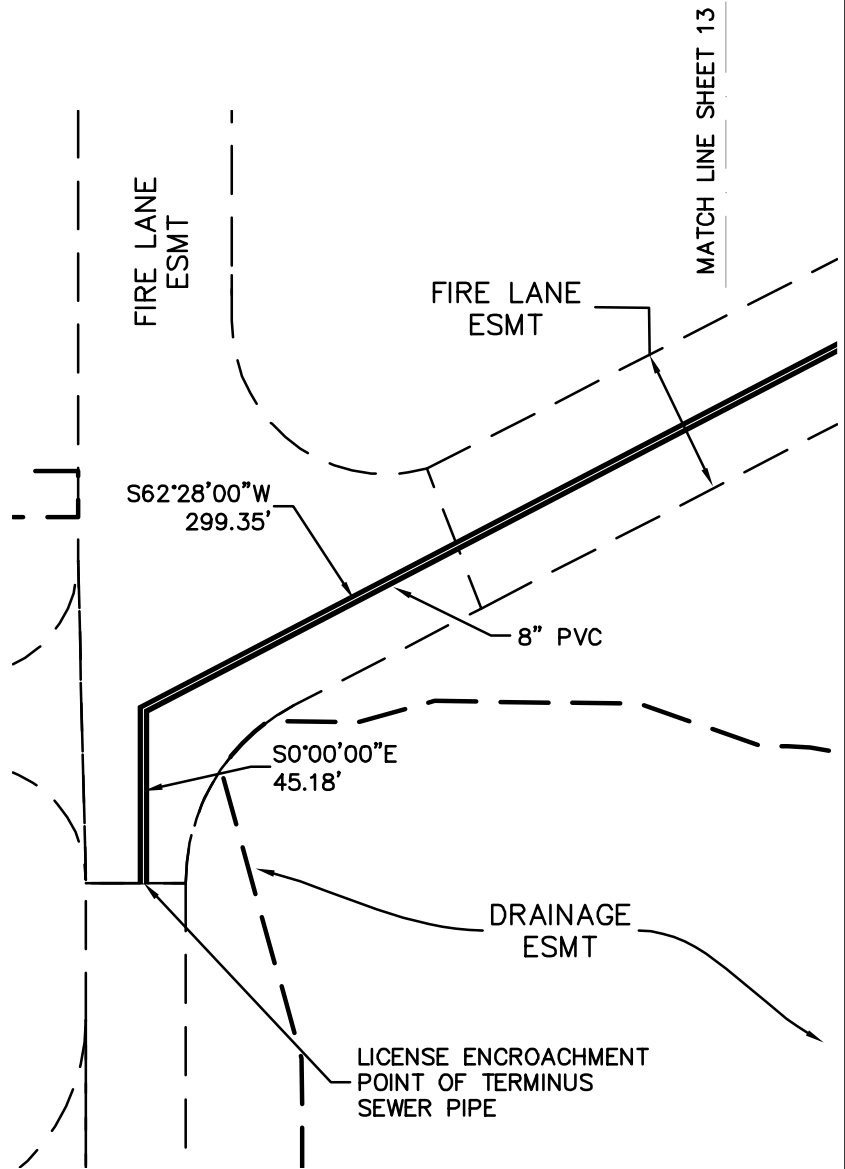
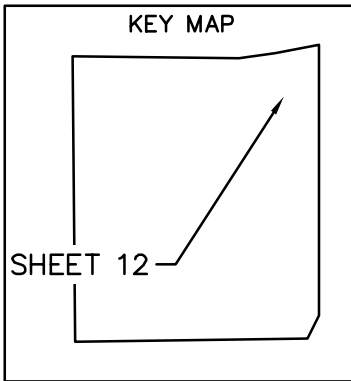
POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'



LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR SANITARY SEWER PIPES
 SITUATED IN THE NORTH HALF OF SECTION 36,
 TOWNSHIP 3 SOUTH, RANGE 66 WEST, SIXTH
 PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF
 ADAMS, STATE OF COLORADO. SHEET 12/19

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 50'

CK'D BY: BC

DATE: 6/28/2022

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licnse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S84°42'20"E
 1421.75' (TIE)

MATCH LINE SHEET 12

LOT 1
 BLOCK 1

8" PVC

N84°36'43"W 206.31'

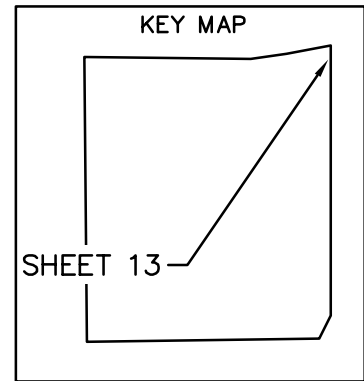
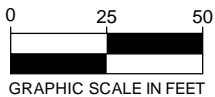
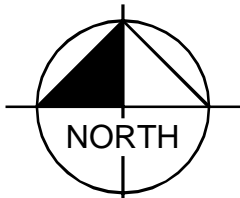
FIRE LANE
 ESMT

N37°03'21"W
 31.08'

TRACT A

S62°28'00"W
 299.35'

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 SEWER PIPE



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR SANITARY SEWER PIPES
 SITUATED IN THE NORTH HALF OF SECTION 36,
 TOWNSHIP 3 SOUTH, RANGE 66 WEST, SIXTH
 PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF
 ADAMS, STATE OF COLORADO. SHEET 13/19

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 50'

CK'D BY: BC

DATE: 6/28/2022

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licenses Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

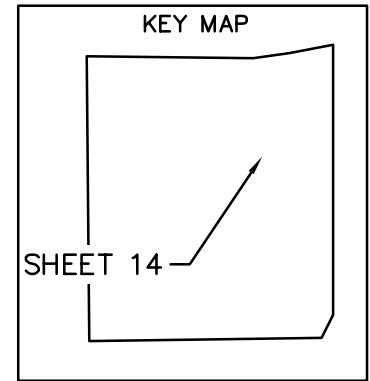
NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S66°12'50"E
 888.16' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

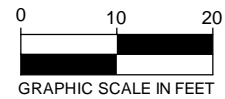
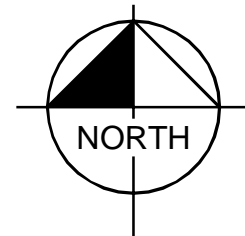


18" PVC

S25°02'08"W
 37.63'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

26' FIRE & UTILITY
 ESMT



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn
 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 14/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S63°35'30"E
 918.63' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 SEWER PIPE

N90°00'00"W
 22.50'

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

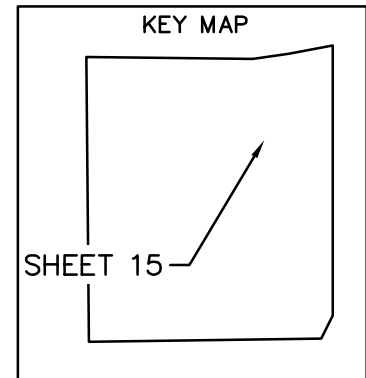
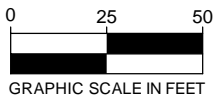
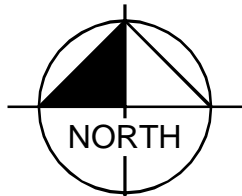
S0°00'00"E
 162.55'

8" PVC

S25°27'52"W
 8.14'

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 SEWER PIPE

26' FIRE & UTILITY
 ESMT



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR SANITARY SEWER PIPES
 SITUATED IN THE NORTH HALF OF SECTION 36,
 TOWNSHIP 3 SOUTH, RANGE 66 WEST, SIXTH
 PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF
 ADAMS, STATE OF COLORADO. SHEET 15/19

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 50'

CK'D BY: BC

DATE: 6/28/2022

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S61°41'13"E
 1277.46' (TIE)

DRAINAGE
 ESMT

S58°10'33"E
 1141.00' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

42" RCP

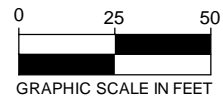
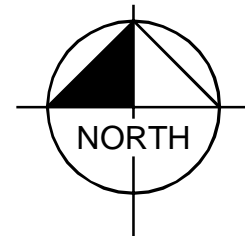
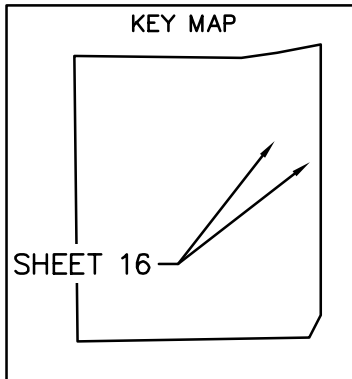
30" RCP

N64°49'57"E
 14.28'

S25°22'24"E
 26.35'

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 50'

CK'D BY: BC

DATE: 6/28/2022

SHEET 16/19

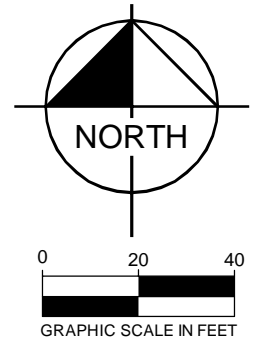
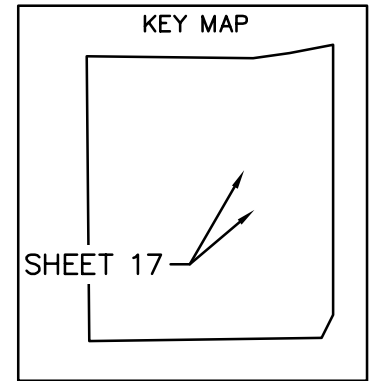
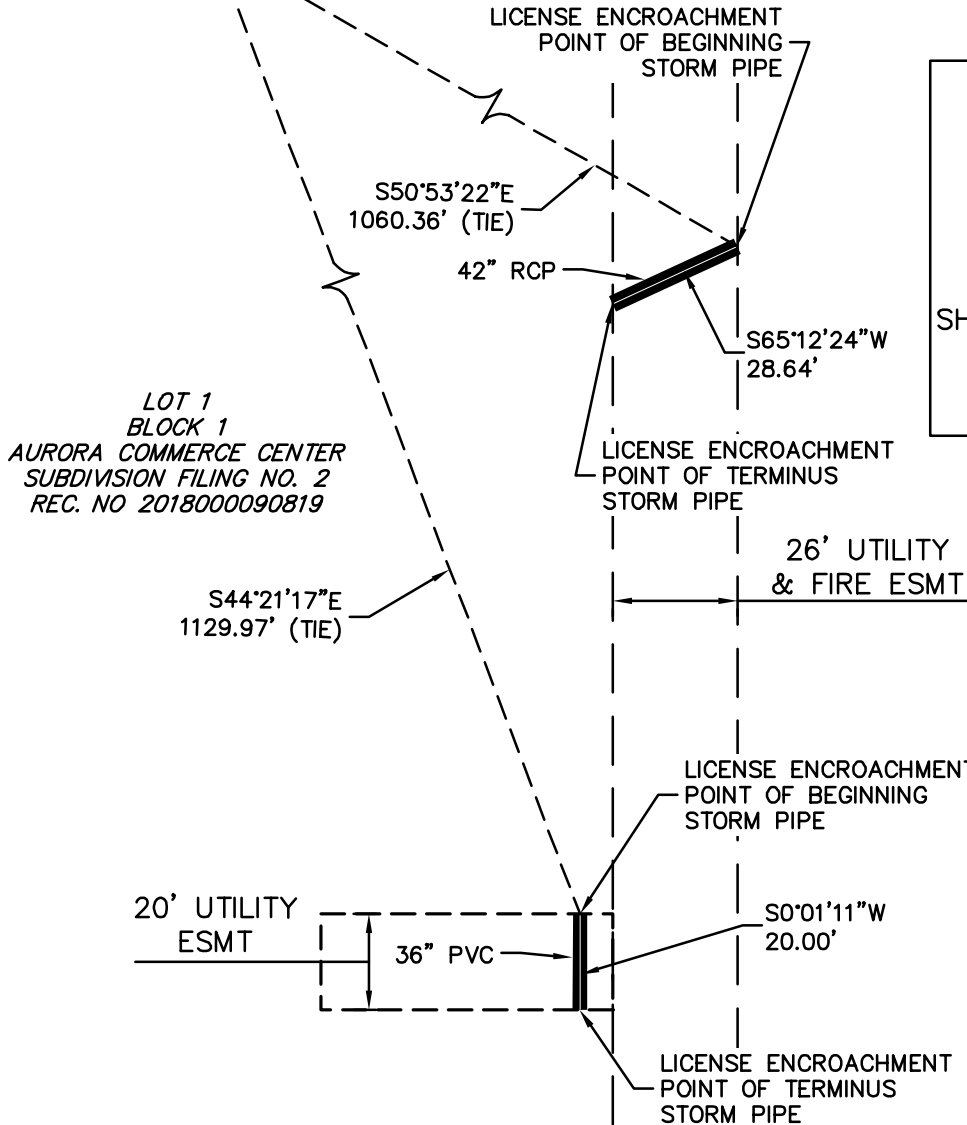
K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'



*LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819*

PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 40'

CK'D BY: BC

DATE: 6/28/2022

SHEET 17/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S4°07'50"E
 1429.42' (TIE)

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819

S27°24'15"E
 1605.89' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

S37°58'11"E
 29.15'

S26°50'03"W
 25.88'

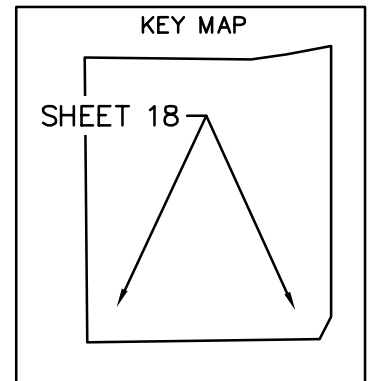
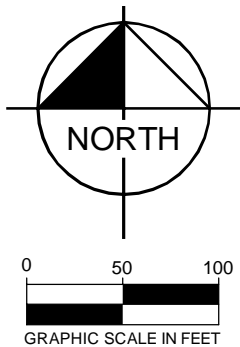
23' UTILITY & FIRE ESMT

18" PVC

24" PVC

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 100'

CK'D BY: BC

DATE: 6/28/2022

SHEET 18/19

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

EXHIBIT A ILLUSTRATION

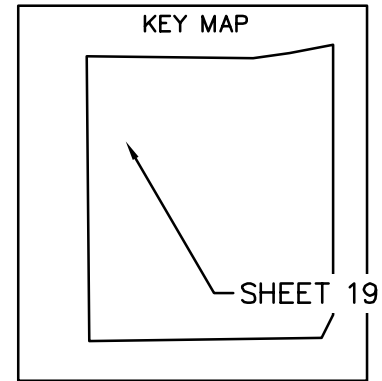
POINT OF COMMENCEMENT
 N1/4 CORNER OF SECTION 36,
 T3S, R66W, 6TH PM, FOUND
 2-1/2" ALUMINUM CAP
 STAMPED PLS 22088 WSSI IN A
 RANGE BOX

NE CORNER OF SECTION 36,
 T3S, R66W, 6TH P.M.

BASIS OF BEARINGS N. LINE NE 1/4 SEC. 36
 S 89°30'33" W 2645.20'

S6°17'10.29"E
 427.44' (TIE)

LICENSE ENCROACHMENT
 POINT OF BEGINNING
 STORM PIPE

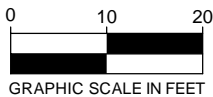
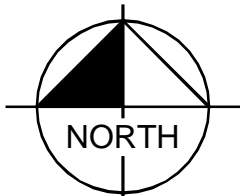


36" RCP

S13°17'16"E
 113.12'

26' FIRE LANE
 ESMT

LOT 1
 BLOCK 1
 AURORA COMMERCE CENTER
 SUBDIVISION FILING NO. 2
 REC. NO 2018000090819



PROPERTY OWNER
 FR AURORA COMMERCE CENTER PHASE 1, LLC
 17 E. GAY STREET, SUITE 302
 WEST CHESTER, PA 19380

LICENSE ENCROACHMENT
 POINT OF TERMINUS
 STORM PIPE

K:\DEN_Civil\096583006_FACC Building E\CADD\Exhibits\License Agreement\2022-06-27-Licensse Agreement\License Agreement Bldg E-Exhibits.dwg

CITY OF AURORA, COLORADO

A LICENSE AGREEMENT FOR STORM PIPE SITUATED IN
 THE NORTH HALF OF SECTION 36, TOWNSHIP 3
 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN,
 CITY OF AURORA, COUNTY OF ADAMS, STATE OF
 COLORADO.

Kimley»Horn

2020 KIMLEY-HORN AND ASSOCIATES, INC.
 4582 SOUTH ULSTER STREET, SUITE 1500, DENVER, 80237
 PHONE: 303-228-2300

DRAWN BY: MC

SCALE: 1" = 20'

CK'D BY: BC

DATE: 6/28/2022

SHEET 19/19



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street, Suite 400
Denver, CO 80206

Date: July 15, 2022
File Number: 19000036512A
Property: Building E-Aurora Commerce Center, Aurora, CO

Please direct all Title inquiries to:

Laura Rihel
Phone: (303) 780-4041
Email Address: LRihel@stewart.com

OWNER:
FR Aurora Commerce Center Phase I, LLC, a Delaware
limited liability company

SETTLEMENT AGENT:
Stewart Title Commercial Services - Chicago
10 South Riverside Plaza, Suite 1450
Chicago, IL 60606
Contact: Jennifer Braver
Email: jbraver@stewart.com
Contact: Stephanie Natalino
Email: snatalin@stewart.com
Delivery Method: Emailed

ATTACHED PLEASE FIND THE FOLLOWING:

Linked Informational Title Commitment

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago, IL 60606
(800) 261-9800

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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 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.

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.

File No. 19000036512A

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (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.

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>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 10 South Riverside Plaza, Suite 1450, Chicago , IL 60606
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number: N/A
Commitment Number: 19000036512A
Issuing Office File Number: 19000036512A
Property Address: Building E-Aurora Commerce Center, Aurora, CO
Revision Number:

1. **Commitment Date:** July 08, 2022 at 5:30 P.M.

2. **Policy to be issued:**

Proposed Policy Amount

(a) ALTA Owner's Policy

(b) ALTA Loan Policy

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:**

FR Aurora Commerce Center Phase I, LLC, a Delaware limited liability company

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

Lot 1, Block 1,
AURORA COMMERCE CENTER SUBDIVISION FILING NO. 4, recorded November 30, 2020 at [Reception No. 2020000121706](#),
County of Adams,
State of Colorado.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Informational Commitment Rate.
Informational Commitment Fee: \$500.00

Schedule Number:

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 19000036512A

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. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.

File No. 19000036512A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 19000036512A

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. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, 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. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales
9. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded June 10, 1915 in [Book 73 at Page 419](#).
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Pipe Line Easement recorded August 19, 1947 in [Book 342 at Page 321](#).
NOTE: Partial Release of Right of Way Agreement recorded July 02, 2003 at [Reception No. C1168483](#).
NOTE: Partial Release of Right of Way Agreement recorded July 02, 2003 at [Reception No. C1168484](#).

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.

File No. 19000036512A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

Page 1 of 3



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

11. Right-of-Way Agreement recorded January 31, 1989 in [Book 3531 at Page 924](#).
NOTE: Assignment recorded October 17, 1989 in [Book 3612 at Page 595](#).
NOTE: Assignment of Right-of-Way recorded June 03, 1991 in [Book 3783 at Page 93](#).
12. General Development Plan recorded March 12, 1991 at [Reception No. B990928](#).
13. Agreement recorded March 19, 1991 in [Book 3783 at Page 93](#).
14. Resolution of the Board of Directors of the E-470 Public Highway Authority recorded December 19, 1995 in [Book 4646 at Page 971](#).
NOTE: Amendment to Certificate of Organization for the E-470 Highway Authority recorded December 19, 1995 in [Book 4646 at Page 979](#).
NOTE: Rule and Order recorded March 17, 1998 in [Book 5266 at Page 309](#).
15. Order and Decree Creating District recorded November 12, 2003 at [Reception No. C1237617](#).
16. Aurora Commerce Center Framework Development Plan recorded October 04, 2004 at [Reception No. 200410040000980480](#).
17. Colorado Service Company of Colorado Easement recorded May 12, 2005 at [Reception No. 20050512000503190](#).
18. Fire Lane and Access Easement recorded August 29, 2005 at [Reception No. 20050829000930230](#).
19. Utility Easement recorded August 29, 2005 at [Reception No. 20050829000930250](#).
20. Common Use Agreement Between the E-470 Public Highway Authority, and the City of Aurora, Acting by and through its Utility Enterprise recorded August 30, 2007 at [Reception No. 2007000083319](#).
NOTE: Addendum to the Common Use Agreement Between the E-470 Public Highway Authority, and the City of Aurora, Acting by and through its Utility Enterprise recorded September 15, 2008 at [Reception No. 2008000073519](#).
NOTE: Addendum to the Common Use Agreement Between the E-470 Public Highway Authority, and the City of Aurora, Acting by and through its Utility Enterprise recorded October 09, 2009 at [Reception No. 2009000075430](#).
21. Utility Easement recorded February 20, 2009 at [Reception No. 2009000011946](#).
22. Declaration of Covenants, Restrictions and Easements For Aurora Commerce Center recorded December 05, 2011 at [Reception No. 2011000079475](#).
NOTE: Assignment of Declarant Rights recorded June 18, 2018 at [Reception No. 2018000048993](#).
NOTE: First Amendment to Declaration of Covenants, Restrictions and Easements For Aurora Commerce Center recorded February 13, 2019 at [Reception No. 2019000010691](#).
23. Utility Easement recorded February 14, 2019 at [Reception No. 2019000010999](#).
24. Avigation Easement recorded January 3, 2020 at [Reception No. 2020000001019](#).

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.

File No. 19000036512A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

25. Utility Easement recorded February 11, 2020 at [Reception No. 2020000013196](#).
26. Common Use Agreement Between the E-470 Public Highway Authority and the City of Aurora, Acting by and Through Its Utility Enterprise Regarding 26th Avenue recorded July 28, 2020 at [Reception No. 2020000071503](#).
27. Public Service Company of Colorado Easement recorded July 31, 2020 at [Reception No. 2020000073354](#).
28. Stormwater Maintenance Agreement Between the City of Aurora, acting by and through its Utility Enterprise and Aurora Commerce Center MD recorded November 4, 2020 at [Reception No. 2020000114267](#).
29. Aurora Commerce Center - Building E - Site Plan recorded November 20, 2020 at [Reception No. 2020000121705](#).
30. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Aurora Commerce Center Subdivision Filing No. 4, recorded November 20, 2020 at [Reception No. 2020000121706](#).
31. Domestic Water Service Connection Fee Allocation Agreement recorded May 25, 2021 at [Reception No. 20210000062707](#).
32. Public Service Company of Colorado Easement recorded January 1, 2022 at [Reception No. 2022000003085](#).
33. Notice Extending Time to File Lien Statement recorded April 22, 2022 at [Reception No. 2022000036288](#).
34. Irrigation Water Service Connection Fee Allocation Agreement recorded May 3, 2022 at [Reception No. 2022000039109](#).
35. Irrigation Water Service Connection Fee Allocation Agreement recorded May 26, 2022 at [Reception No. 2022000047236](#).
36. Existing leases and tenancies.

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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.

File No. 19000036512A

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

Page 3 of 3





Vanessa Robins
Commercial Escrow Officer

Stewart Title Guaranty Company -
Commercial Services
55 Madison Street, Suite 400
Denver, CO 80206
Phone
Fax
vanessa.robins@stewart.com

MINERAL DISCLOSURE

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

CERTIFICATE OF AUTHORITY
FIRST INDUSTRIAL REALTY TRUST, INC.
FIRST INDUSTRIAL, L.P.
FR AURORA COMMERCE CENTER PHASE I, LLC

I, Daniel J. Hemmer, do hereby certify that as of the date hereof:

1. I am the duly elected and incumbent Secretary of First Industrial Realty Trust, Inc., a Maryland corporation (“FR”) and as such officer I am authorized to make the certifications herein made;
2. FR is the sole general partner of First Industrial, L.P. (“FILP”);
3. FILP is the sole member of FR Aurora Commerce Center Phase I, LLC;
4. FR Aurora Commerce Center Phase I, LLC is a Delaware limited liability company authorized to do business as a foreign limited liability company under Colorado law.
5. The mailing address for FR Aurora Commerce Center Phase I, LLC is One North Wacker Drive, Suite 4200, Chicago, Illinois 60606.
6. I hereby certify that the following persons have the authority to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of FR Aurora Commerce Center Phase I, LLC:

James Knopka, Senior Director, Construction Services
Peter Schultz, Jr., Executive Vice President – East Region
John Strabel, Senior Regional Director/Market Leader

7. The authority of these people to bind the entity is not limited.

IN WITNESS WHEREOF, I have signed and sealed this Certificate the 4th day of September, 2018

Sworn to and subscribed before
me this 4th day of Sept, 2018

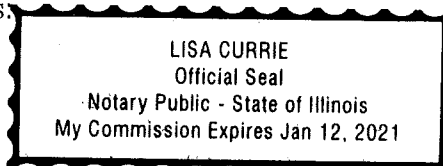


Notary Public



Daniel J. Hemmer, Secretary

My Commission Expires
[NOTARIAL SEAL]



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

FR Aurora Commerce Center Phase I, LLC

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20181232196.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/27/2022 that have been posted, and by documents delivered to this office
electronically through 05/31/2022 @ 09:48:20.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 05/31/2022 @ 09:48:20 in accordance with applicable law.
This certificate is assigned Confirmation Number 14057526.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

