



CHICAGO TITLE INSURANCE COMPANY

15615 North 71st St., Suite 207
Scottsdale, Az. 85254

Phone: (480) 609-9595
Fax: (480) 609-0099

Monday, May 08, 2006

FAX TRANSMITTAL

To: David Or Robin
Gilbert Ortega 480-990-1855
Fax No: 480-596-8724
From: Stephanie Fife
Phone No.: 480-609-9595
Regarding: Lot 16& 17, Block 6, Scottsdale

Total pages including this cover page is 5. Please notify sender immediately if you did not receive all pages.

Please find enclosed the title commitment for your review and records.

Please let me know if you need anything else.

Thank you.

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: April 20, 2006 at 7:20 A. M. Escrow/Title No. 2667559 48

Escrow Officer: Stephanie J. Pife

Title Officer: Dany Burke /rx

2. ALTA Form Policy or Policies to be Issued:

A. Owners Policy

OWNER'S STANDARD

Amount: \$0.00

Proposed Insured:
TBD

B. Owners Policy

Amount: \$0.00

Proposed Insured:

C. Loan Policy

Amount: \$0.00

Proposed Insured:

D. Loan Policy

Amount: \$0.00

Proposed Insured:

3. The Estate or Interest in the land described as referred to in this Commitment, and covered herein is:

A Fee

4. Title to the Estate or Interest in said land is at the effective date hereby Vested in:

Ortega Family Holdings, LLC, an Arizona limited liability company

5. The land referred to in this Commitment is situated in the County of Maricopa and is described as follows:

State of Arizona,

Lots 16 and 17, Block 6, Scottsdale, a subdivision of Section 26, Township 2 North, Range 4 East of the Gila and Salt River Base and meridian, according to the plat of record in the office of the Maricopa County Recorder in Book 5 of maps, page 27;

Except the East 10 feet of Lot 17.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION 1

REQUIREMENTS

Escrow/Title No. 2607559 48

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate to be insured.
2. Instruments in insurable form which must be executed, delivered and duly filed for record:

SPECIAL REQUIREMENTS:

1. Payment of taxes for the second half of the year 2005
2. Release and Reconveyance of Deed of Trust to secure an original principal amount of \$800,000.00, made by:
Trustor: Ortega Family Holdings, LLC, an Arizona limited liability company, 3925 N. Scottsdale Rd., Scottsdale, AZ 85251
Trustee: Sunrise Bank of Arizona, 4350 East Camelback Rd., Ste. 100A, Phoenix, AZ 85018
Beneficiary: Sunrise Bank of Arizona, 6263 N. Scottsdale Rd., Ste. 100, Scottsdale, AZ 85250
dated October 31, 2005, recorded November 01, 2005 in Recording No. 20051648954
3. Release and Reassignment of Rents from Ortega Family Holdings, LLC, an Arizona limited liability company to Sunrise Bank of Arizona dated October 31, 2005, recorded November 01, 2005 in Recording No. 20051648953, given as additional security for the payment of the indebtedness secured by Deed of Trust recorded November 01, 2005 in Recording No. 20051648954
4. Proper showing that all assessments levied by the Salt River Project Agricultural Improvement and Power District are paid in full through the close of escrow
5. Provide Chicago Title Insurance Company with a copy of any management agreements or operating agreements and a current list of all members for Ortega Family Holdings, LLC, a limited liability company
6. Chicago Title Insurance Company reserves the right to make additional exceptions and/or requirements when the following is furnished (a) Complete name of the Buyer (a) to be insured herein (b) Marital Status of the Buyer (b) (c) Name of State of Corporate or other filing (c) (d) Any other missing information as to the completeness of the Buyers name
7. Chicago Title Insurance Company reserves the right to make additional exceptions and/or requirements upon compliance with the requirements set forth herein
8. Deed from Ortega Family Holdings, LLC, an Arizona limited liability company to TDC

Requirements Continued

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION 1 - CONTINUED

REQUIREMENTS - CONTINUED

Partow/Title No. 2607559 16

Compliance with ARS 11-1121, which states essentially that an affidavit must be completed by the seller and the purchaser or their respective agents and appended to each deed or contract relating to the sale of real property which is presented for recording

9. Note: Taxes for the year: 2005

Parcel No. 140-23-108 1 (As to Lot 16)

First Half: 0.00

Interest: 0.00

Second Half: 1,141.36

Interest: 0.00

Total Amount: 3,545.92

Tax Information current as of April 21, 2006

10. Note: Taxes for the year: 2005

Parcel No. 130-23-110 0 (As to Lot 17)

First Half: 0.00

Interest: 0.00

Second Half: 1,229.45

Interest: 0.00

Total Amount: 3,722.12

Tax Information current as of April 21, 2006

11. NOTE: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

(a) Print must be ten-point type or larger.

(b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including but not limited to, notaries, signatures, page numbers.

(c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length

12. NOTE: Arizona notaries who have renewed their commission after July 30, 1995 MUST use an ink seal, embosser seals will not be accepted subsequent to such renewal. Out of Country Notaries refer to <http://travel.state.gov/hague/foreign/docs.html>

End of Requirements

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION 2

Escrow/Title No. 2507559 46

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records on attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the commitment.
2. Any American Land Title Association Policy issued pursuant hereto (except extended coverage) will contain under Schedule B the standard exceptions set forth at the inside cover hereof.

SPECIAL EXCEPTIONS:

- * 1. Taxes for the full year 2006: first half due on October 1, and delinquent on November 1, of said year; second half due on March 1, and delinquent on May 1, of the year 2007 (A lien not yet due and payable)
- o 2. The liabilities and obligations imposed upon the premises by inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District, or by membership in the Salt River Valley Water Users Association, the assessments, dues, claims or liens, accrued, or to accrue, made or assessed against said premises by or under the authority of the United States Reclamation Service or the Salt River Valley Water Users' Association or the effect or operation of any rules, regulations, acts or contracts of said Salt River Valley Water Users' Association
- * 3. Water rights, claims or title to water, whether or not shown by the public records
- o 4. Conditions, covenants, restrictions, easements, liabilities and obligations (but omitting, if any, such conditions, covenants or restrictions based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 43, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) contained in instrument recorded in Book 72 of Deeds Page 389 and Book 131 of Deeds Page 13
- * 5. Agreement recorded in Docket 878 Page 400
- o 6. Rights of tenants, as tenants only, under unrecorded leases or on month to month tenancies
- * End of Schedule B

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

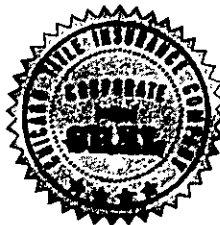
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE INSURANCE COMPANY
2020 North Central Avenue
Suite 300
Phoenix, Arizona 85004

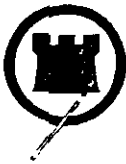
CHICAGO TITLE INSURANCE COMPANY
By:

Robert L. Polla
President



By:

Thomas J. Adams
Secretary



CHICAGO TITLE INSURANCE COMPANY

2415 East Camelback Road, #300, Phoenix, AZ 85016

Phone: 602-667-1000

Fax: 602-667-1094

November 2, 2005

Investment Property Exchange Services and as QI under exchange no. EX-09-09801
3925 NORTH SCOTTSDALE RD.,
SCOTTSDALE, AZ. 85251

Order No.: 2521387

Reference:

Property: 7240 & 7248 EAST MAIN STREET
SCOTTSDALE, Arizona 85251

In accordance with your instructions in the above referenced order number, we enclose our Policy of Title Insurance as requested. **PLEASE KEEP IN A SAFE PLACE.**

Any documents recorded in connection with this transaction will either be forwarded to you direct from the County Recorder's Office or attached hereto.

It has been our pleasure to have handled this transaction for you. If at any time in the future we may assist you, we shall be pleased to have you request Chicago Title Insurance Company.

Very truly yours,

Chicago Title Insurance Company

Richard E. Klein /mp
Title Department Manager

SCHEDULE B

Policy No. 2521387

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

GENERAL EXCEPTIONS:

1. Taxes or Assessments which 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.
Proceedings by a public agency which 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements or claims of easements which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) Reservations contained in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a) (b), or (c) are shown by the public records.
6. 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.

SPECIAL EXCEPTIONS:

1. Taxes for the second half of the year 2005, due on March 1, and delinquent on May 1, of the year 2006 (A lien not yet due, but payable)
2. The liabilities and obligations imposed upon the premises by inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District, or by membership in the Salt River Valley Water Users Association, the assessments, dues, claims or liens, accrued, or to accrue, made or assessed against said premises by or under the authority of the United States Reclamation Service or the Salt River Valley Water Users' Association or the effect or operation of any rules, regulations, acts or contracts of said Salt River Valley Water Users' Association
3. Easements and rights incident thereto as set forth on the recorded plat of said subdivision
4. Conditions, covenants and restrictions (but omitting, if any, such conditions, covenants or restrictions based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the

Schedule B Continued

~~ANCE COMPANY~~
STANDARD OWNERS FORM

SCHEDULE A

Policy No. 2521387

Date of Policy: November 1, 2005 at: 9:32 am

Amount of Insurance: \$1,600,000.00

1. Name of Insured:
ORTEGA FAMILY HOLDINGS, LLC, an Arizona limited liability company

2. The Estate or Interest in the land which is covered by this policy is:
A Fee

3. Title to the Estate or Interest in said land is at the effective date hereby Vested in:
ORTEGA FAMILY HOLDINGS, LLC, an Arizona limited liability company

4. The land referred to in this Policy is situated in the County of Maricopa State of Arizona,
and is described as follows:
Lots 16 and 17, Block 6, Scottsdale, a subdivision of Section 26, Township 2
North, Range 4 East of the Gila and Salt River Base and Meridian, according to
the plat of record in the office of the Maricopa County Recorder in Book 6 of
Maps, page 27;

Except the East 10 feet of Lot 17.

Recorded at the Request of:
Chicago Title Insurance Company

When Recorded, mail to:

ORTEGA FAMILY HOLDINGS, LLC
c/o GDO LTD Part. 3925 N. Scottsdale Rd
Scottsdale, Arizona 85251

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20051648953 11/01/2005 09:32
ELECTRONIC RECORDING

2521387-1-4-1--
galej

RESALE

Order No: 2521387 48

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable consideration, I or we,

Paul Playton, husband of Lillian Playton, as his sole and separate property

do hereby convey to

ORTEGA FAMILY HOLDINGS, LLC, an Arizona limited liability company

the following real property located in Maricopa County, Arizona:

Lots 16 and 17, Block 6, Scottsdale, a subdivision of Section 26, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, according to the plat of record in the office of the Maricopa County Recorder in Book 6 of Maps, page 27;

Except the East 10 feet of Lot 17.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions, and restrictions as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

Dated: October 25, 2005


Paul Playton

State of ARIZONA
County of MARICOPA } ss.

Date of Acknowledgement 10/28/05

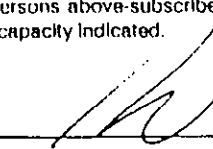
Acknowledgement of



This instrument was acknowledged before me this date by the persons above-subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.



STEPHANIE J. FIFE 8/19/07


Notary Public
My commission expires: Aug 19, 2007

NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.