

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

By:

Raymond R. Quirk
Raymond R. Quirk

President

Countersigned

By:

Todd Johnson

Todd Johnson

Secretary

75-DR-2007
1ST: 11/06/07

Authorized Signatory

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Schedule A

1. Effective Date: OCTOBER 23, 2007

Order No:

2717569

2. Policy or Policies to be issued:

a. OWNER'S POLICY 1:

\$200,000.00

Proposed Insured:

City of Scottsdale

OWNER'S POLICY 2:

Proposed Insured:

N/A

b. LOAN POLICY 1:

Proposed Insured:

N/A

Borrower: City of Scottsdale

LOAN POLICY 2:

Proposed Insured:

N/A

Borrower: City of Scottsdale

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

A Fee

4. Title to the estate or interest in the land is at the Effective Date vested in:

SCOTTSDALE RIDGE PROPERTY RETAIL LLC., an Arizona limited liability company

5. The land referred to in this Commitment is described as follows:

Parcel No. 1:

Parcel 1, of A Property Division Lot 4 Scottsdale Ridge, Scottsdale, Arizona, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 791 of Maps, page 21.

*** CONTINUED ***

This Commitment is valid only if Schedule B is attached.

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Schedule A (continued)

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (continued):

Parcel No. 2:

Easements to under Declaration of Covenants Conditions and Restrictions and
Reciprocal Easement Agreement recorded in Document No. 05-1533008

This Commitment is valid only if Schedule B is attached.

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SCHEDULE B - SECTION I
REQUIREMENTS

- A 1. Payment of taxes for the first half of the year 2007
- B 2. Proper showing that all charges and assessments levied by SCOTTSDALE RIDGE PROPERTY OWNERS ASSOCIATION have been paid to close of escrow
- C 3. Provide Chicago Title Insurance Company with a copy of any management agreements or operating agreements and a current list of all members for SCOTTSDALE RIDGE PROPERTY RETAIL LLC, a limited liability company
- D 4. Release and Reconveyance of Deed of Trust to secure an original principal amount of \$3,992,000.00, made by:
 Trustor: SCOTTSDALE RIDGE PROPERTY RETAIL LLC., an Arizona limited liability company, address of (not shown)
 Trustee: J. LAWRENCE MCCORMLEY, TIFFANY & BOSCO, P.A., address of (not shown)
 Beneficiary: FIRST NATIONAL BANK OF ARIZONA, address of (not shown)
 dated June 2, 2006, recorded June 5, 2006 in Recording No. 2006-0759071
- E 5. Termination of Financing Statement made by:
 Debtor: ASPIRE SALON & SPA, L.L.C.
 Secured Party: PENTECH FINANCIAL SERVICES, INC
 dated (NOT SHOWN), recorded March 30, 2007 in Recording No. 2007-0379974
- F 6. Chicago Title Insurance Company reserves the right to make additional exceptions and/or requirements upon compliance with the requirements set forth herein
- G 7. Deed from SCOTTSDALE RIDGE PROPERTY RETAIL LLC., an Arizona limited liability company to CITY OF SCOTTSDALE

 Compliance with ARS 11-1134, 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
- H 8. Note: Taxes for the year: 2007

 Parcel No. 212-02-970A1

 First Half: 22,154.44

*** CONTINUED ***

Order No: 2717569

Interest: 295.39

Second Half: 22,154.44

Interest: 0.00

Total Amount: 44,308.88

Tax Information current as of October 13, 2007

- I 9. 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
- J 10. NOTE: Arizona notaries who have renewed their commission after July 20, 1996 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.
- K 11. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- L End of Requirements

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Schedule B - Section I (continued)

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END OF SCHEDULE B - SECTION I

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SCHEDULE B - SECTION II
EXCEPTIONS

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:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- M 1. Taxes for the second half of the year 2007, due on March 1, and delinquent on May 1, of the year 2008 (A lien not yet due, but payable)
- N 2. Reservations or exceptions in the Patent to said land or in Acts authorizing the issuance thereof.
- O 3. Water rights, claims or title to water, whether or not shown by the public records (Owner's Policy only)
- P 4. Restrictions (but omitting, if any, such 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 United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as shown on plat of SCOTTSDALE RIDGE recorded in Book 690 of Maps, page 32, Affidavit of Correction recorded in Recording No. 2005-0642397, and thereafter release of Easement recorded in Recording No. 2005-1287806
- Q 5. Restrictions (but omitting, if any, such 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 United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as shown on plat recorded in Book 791 of Maps, page 21.
- R 6. 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 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) contained in instrument recorded in Recording No. 2004-0683583, amendment recorded in Recording No. 2006-135231
- S 7. Liabilities and obligations imposed on said land by reason of provisions contained in instrument(s) recorded in Recording No. 2004-0683583, purporting to impress a lien on said land for collection of assessments of Scottsdale Ridge Property Owners Association, Inc.
- T 8. Map of Dedication as set forth in Book 775 of Maps, page 7
- U 9. Easement and rights incident thereto for utilities as set forth in instrument recorded in Recording No. 2005-1288979

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- v 10. Conditions, covenants and restrictions and easements (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 United States Code or (b) relates to handicap but does not discriminate against handicapped persons) contained in instrument recorded in Recording No. 2005-1533008
- w 11. Easements and rights incident thereto as set forth on the plat recorded in Book 690 of Maps, page 32 and Affidavit of Correction recorded in Recording No. 2005-0642397, and thereafter, Release of Easement recorded in Recording No. 20051287806.
- x 12. Financial Obligation Agreement for Payment of Water, Sewer and Water Resources Development Fees and Penalties by the City of Scottsdale recorded April 1, 2005 in Recording No. 2005-0413300.
- y End of Schedule B

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Schedule B - Section II (continued)

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END OF SCHEDULE B - SECTION II

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CHICAGO TITLE INSURANCE COMPANY

Notes

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NOTES

This Commitment is valid only if Schedule B is attached.

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Notes (continued)

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END OF NOTES

This Commitment is valid only if Schedule B is attached.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.