

## CHICAGO TITLE

Title No.: CT0804531

### COMMITMENT FOR TITLE INSURANCE

Issued by  
Chicago Title

*Chicago Title ("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.*

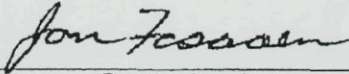
*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months 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 has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

Chicago Title



Countersigned

12-ZN-2009  
1st: 9/17/09

Title No.: CT0804531  
Amendment No.: 2

**CHICAGO TITLE**  
7600 N 15th St, Suite 200  
Phoenix, AZ 85020

**SCHEDULE A**

Title Officer: Don Bergevin  
Escrow Officer: Jack Knott  
Escrow No.: CT0804531-CT2942

1. Effective date: September 5, 2008 at 07:30 AM
2. Policy or Policies to be issued: Amount  
(a) Owner's Policy ( ALTA Owner's Policy (06/17/2006) )  
Proposed Insured:  
NOTRE DAME PREPARATORY ROMAN CATHOLIC HIGH SCHOOL, an Arizona non-profit corporation
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:  
THOMAS JAMES OLMSTED, BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX, A CORPORATION SOLE
5. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

**CHICAGO TITLE  
LEGAL DESCRIPTION  
EXHIBIT "ONE"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

**PARCEL NO. 1:**

A portion of Lots 7, 11, 12, 21 and 22 of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Northwest corner of said Lot 11;

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot 11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet to the True Point of Beginning;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 42 minutes 59 seconds East, a distance of 105.48 feet to the East line of the aforesaid Lot 7;

thence South 00 degrees 16 minutes 01 seconds West along said East line, a distance of 1,551.65 feet to the Southeast corner of the aforesaid Lot 22;

thence North 89 degrees 52 minutes 05 seconds West along the South line thereof a distance of 660.31 feet to the Southwest corner of said Lot 22;

thence North 00 degrees 15 minutes 35 seconds West along the West line thereof a distance of 940.48 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

**PARCEL NO. 2:**

A portion of Lots 7, 11 and 12, of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Lot 11 .

**EXHIBIT "ONE"**

(Continued)

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;  
thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot 11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 43 minutes 59 seconds East, a distance of 105.48 feet to the East line of the aforesaid Lot 7;

thence North 00 degrees 16 minutes 01 seconds East along said East line, a distance of 246.50 feet to the Northeast corner of said Lot 7, being the monumented centerline of Bell Road;

thence South 89 degrees 59 minutes 00 seconds West along the North line thereof being the centerline of said Bell Road, a distance of 660.08 feet to the Northwest corner of said Lot 7;

thence South 00 degrees 15 minutes 35 seconds East along the West line thereof, a distance of 477.91 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

**PARCEL NO 3:**

Lots 27 and 28, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

**PARCEL NO. 4:**

That portion of Lot 11, Section 5, Township 3 North, Range 5 East, of the Gila and Salt river Base and meridian, County of Maricopa, State of Arizona, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 11;

**THENCE** South 89 degrees 51 minutes 19 seconds East, 46.59 feet along the North line of said Lot 11;

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**EXHIBIT "ONE"**

(Continued)

THENCE departing said North line South 10 degrees 02 minutes 21 seconds West, 260.42 feet to the West line of said Lot 11;

THENCE North 00 degrees 15 minutes 56 seconds West, 256.55 feet along said West line to the POINT OF BEGINNING.

**CHICAGO TITLE  
SCHEDULE B - SECTION I  
REQUIREMENTS**

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
6. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.cpr4

8. Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that

Corporation name: Notre Dame Preparatory Roman Catholic High School, an Arizona corporation

- a) is validly formed on the date when the documents in this transaction are to be signed;
- b) is in good standing and authorized to do business in the state or country where the corporation was formed; and
- c) has complied with the "doing business" laws of the State of Arizona

**SCHEDULE B - SECTION I**

(Continued)

9. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$23,283,563.00  
 Dated: May 15, 2001  
 Trustor/Grantor: thomas J. O'Brien, bishop of the roman Catholic Church of the  
 Diocese of Phoenix, a corporation sole  
 Trustee: Bank One, Arizona, NA, a national banking association  
 Beneficiary: Bank One, Arizona, NA, a national banking association  
 Loan No.  
 MERS: NO  
 Recording Date: May 24, 2001  
 Recording No: 2001-0441193

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: The Roman Catholic church of the diocese of Phoenix, an Arizona  
 Corporation sole and Bank One Arizona, NA,  
 Recording Date: February 19, 2004  
 Recording No: 2004-0164216

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: The Roman Catholic Church of the Diocese of Phoenix and Bank  
 One, NA  
 Recording Date: March 18, 2005  
 Recording No: 2005-0335326

10. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$  
 Dated: December 19, 2003  
 Trustor/Grantor: The Roman Catholic Church of the Diocese of Phoenix, a  
 corporation sole and Thomas J. Olmsted, Bishop of the Roman Catholic Church of the Diocese of Phoenix,  
 an Arizona corporation  
 Trustee: Bank One, NA, a national banking association  
 Beneficiary: Bank One, NA, a national banking association  
 Loan No.  
 MERS: NO  
 Recording Date: February 19, 2004  
 Recording No: 2004-164218

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: The Roman Catholic Church of the Diocese of Phoenix, a  
 corporation sole and Bank One, NA, a national banking association  
 Recording Date: March 18, 2005  
 Recording No: 2005-0335325

**SCHEDULE B - SECTION I**

(Continued)

11. Furnish for recordation a deed as set forth below:

Type of deed:	Warranty
Grantor(s):	Thomas James Olmsted, Bishop of the Roman Catholic Church of the Diocese of Phoenix, a corporation sole
Grantee(s):	Notre Dame Preparatory roman Catholic High School, an Arizona corporation

12. Tax Note:

Tax Parcel No:	217-14-011C
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

13. Tax Note:

Tax Parcel No:	217-14-011E
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

14. Tax Note:

Tax Parcel No:	217-14-007E
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

15. Tax Note:

Tax Parcel No:	217-14-027
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

16. Tax Note:

Tax Parcel No:	217-14-028
First Installment Amount:	\$ 0.00
Second Installment Amount:	\$ 0.00

17. 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.



**SCHEDULE B - SECTION I**

(Continued)

18. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
19. 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.

**END OF SCHEDULE B - SECTION I**

**CHICAGO TITLE**  
**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:

1. 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.
2. 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.
3. Any rights, interests or claims, which are not shown by the public records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown in the public records.
7. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2008.
8. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
9. Right of Way not exceeding 33 feet in width for roadway and public utilities purposes as set forth in Patents from the United States of America to be located as near as possible to the exterior boundaries of Lots 7, 11, 12, 21, 22, 27, and 28.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Roadway and drainage
Recording Date:	February 24, 1994
Recording No:	1994-0151563
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Public Utilities
Recording Date:	February 24, 1994
Recording No:	1994-0151564
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Road or Highway
Recording Date:	March 1, 1994
Recording No:	1994-0168633

**SCHEDULE B - SECTION II**

(Continued)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Road or Highway  
Recording Date: March 1, 1994  
Recording No: 1994-0168634

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage  
Recording Date: July 24, 1996  
Recording No: 1996-0520383 and amended in Recording No. 1998-0193461

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage and Flood Control  
Recording Date: June 25, 1998  
Recording No: 1998-0544392

16. Matters contained in that certain document

Entitled: City of Scottsdale Covenant and Agreement to Hold Property as  
One Parcel  
Dated: 09/24/1998  
Executed by: City of Scottsdale and Tesseract Group, Inc.  
Recording Date: October 6, 1998  
Recording No: 1998-0896122

You are hereby referred to said document as it contains terms and/or provisions that are either too lengthy or too ambiguous to report here.

17. Matters contained in that certain document

Entitled: City of Scottsdale Lot Split Approval  
Dated: 12/01/1999  
Executed by: the City of Scottsdale and The Tesseract Group, Inc.  
Recording Date: December 1, 1999  
Recording No: 1999-1085336

You are hereby referred to said document as it contains terms and/or provisions that are either too lengthy or too ambiguous to report here.

## SCHEDULE B - SECTION II

(Continued)

18. Matters contained in that certain document

Entitled: City of Scottsdale Natural Area Open Space Easement Including  
 Restored Desert  
 Dated: 12/01/1999  
 Executed by: The City of Scottsdale and the Tesseract School  
 Recording Date: December 6, 1999  
 Recording No: 1999-1098059

You are hereby referred to said document as it contains terms and/or provisions that are either too lengthy or too ambiguous to report here.

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage temporary construction  
 Recording Date: January 30, 2001  
 Recording No: 2001-0069984

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Right of Way Dedication for Public Highways and Public Utilities  
 Recording Date: February 8, 2001  
 Recording No: 2001-0098540

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Telecommunication facilities  
 Recording Date: August 20, 2002  
 Recording No: 2002-0846896

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Electric line and facilities  
 Recording Date: October 11, 2002  
 Recording No: 2002-1056405

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Traffic Signal Maintenance  
 Recording Date: January 26, 2006  
 Recording No: 2006-0117859

24. Recitals as shown on that certain map/plat

Recording Date: September 26, 2003  
 Recording No: Book 649 of Maps, page 45  
 Which among other things recites See Plat.

Reference is hereby made to said document for full particulars.

**SCHEDULE B - SECTION II**

(Continued)

25. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease Agreement  
 Lessor: Thomas J. Olmsted, Bishop of the Roman Catholic Church of the  
 Diocese of Phoenix, a corporation sole  
 Lessee: Verison Wireless (VAW) LLC, a Delaware limited liability company

Recording Date: December 30, 2004  
 Recording No: 2004-1544495

Assignment of the Lessors interest under said lease,  
 Assignor: The Roman Catholic Church of the Diocese of Phoenix, an Arizona  
 non-profit corporation  
 Assignee: Wireless Capital Partners, LLC., a Delaware limited liability  
 company  
 Recording Date: 10/30/2006  
 Recording No: 2006-1429859

Assignment of the Lessee's  
 interest under said lease,  
 Assignor: Wireless Capital partners, LLC, a Delaware limited liability company

Assignee: WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability  
 company  
 Recording Date: 10/06/2006  
 Recording No: 2007-0189501

Assignment of the Lessee's  
 interest under said lease,  
 Assignor: WCP Wireless Lease subsidiary, LLC, a Delaware limited liability  
 company  
 Assignee: Wireless Capital Partners, LLC, a Delaware limited liability company

Recording Date: 06/21/2007  
 Recording No: 2007-0713723

Assignment of the Wireless Capital Partners, LLC, a Delaware limited liability company interest under said  
 lease,  
 Assignor: Wireless Capital Parters, LLC, a Delaware limited liability company

Assignee: MW Cell Reit1 LLC, a Delaware limited liability company  
 Recording Date: 06/21/2007  
 Recording No: 2007-0713724

**SCHEDULE B - SECTION II**

(Continued)

26. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Purchase and Sale of Lease and Successor Lease  
Lessor: The Roman Catholic Church of the Diocese of Phoenix  
Lessee: T-Mobile west corporation, as successor in interest to VoiceStream  
PCS III Corporation  
Recording Date: October 30, 2006  
Recording No: 2006-1429858

Assignment of the Lessor's interest under said lease,

Assignor: The Roman Catholic Church of the Diocese of Phoenix, an  
Arizona non-profit corporation

Assignee: Wireless Capital Partners, LLC, a Delaware limited liability company

Recording Date: 10/30/2006  
Recording No: 2006-1429858

Assignment of the Lessee's interest under said lease,

Assignor: Wireless Capital partners, LLC, a Delaware limited liability company

Assignee: WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability  
company

Recording Date: 02/15/2007  
Recording No: 2007-0189499

Assignment of the Lessee's interest under said lease,

Assignor: WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability  
company

Assignee: Wireless Capital Partners, LLC, a Delaware limited liability company

Recording Date: 08/08/2007  
Recording No: 2007-089077

27. Assignment of the Lessee's interest under said lease,

Assignor: Wireless Capital Partners, a Delaware limited liability company

Assignee: MW Cell REIT 1 LLC, a Delaware limited liability company

Recording Date: 08/08/2007  
Recording No: 2007-089078

**END OF SCHEDULE B - SECTION II**

## CHICAGO TITLE

### 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 of 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/>>.*

Exhibit A (Revised 06-04-07)

AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - a. land use
  - b. improvements on the land
  - c. land division
  - d. environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a. a notice of exercising the right appears in the public records
  - b. on the Policy Date
  - c. the taking happened prior to the Policy Date and is binding on you if you bought the land

without knowing of the taking

3. Title Risks:
  - a. that are created, allowed, or agreed to by you
  - b. that are known to you, but not to us, on the Policy Date — unless they appeared in the public records
  - c. that result in no loss to you
  - d. that first affect your title after the Policy Date — this does not limit the labor and material fee coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- b. in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B  
EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in

Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

AMERICAN LAND TITLE ASSOCIATION  
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)  
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. Land use
  - d. Improvements on the Land
  - e. Land division
  - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

- a. a notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.0 % of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1.0 % of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1.0 % of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1.0 % of Policy Amount or \$5,000 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinance, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) separation in ownership of a part or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at

Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge. Defects, liens, encumbrances, adverse claims or other matters;

3. (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to its date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded hereto as to assessments for street improvements under construction or completed at Date of Policy); or



- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
  - Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
  - Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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 which may be asserted by persons in possession

- Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - the transaction creating the interest of the insured mortgage being deemed a fraudulent conveyance or fraudulent transfer; or
  - the subordination of the interest of the insured mortgage as a result of the application of the doctrine of equitable subordination; or
  - the transaction creating the interest of the insured mortgage being deemed a preferential transfer except where the preferential transfer results from the failure:
    - to timely record the instrument of transfer; or
    - of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
    - the occupancy, use, or enjoyment of the Land;
    - the character, dimensions, or location of any improvement erected on the Land;
    - the subdivision of land; or
    - environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion (a) does not modify or limit the coverage provided under Covered Risk 5.
  - Any governmental police power. This Exclusion (b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of adjacent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
  - created, suffered, assumed, or agreed to by the insured claimant;
  - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the

- Land.
- Easements, liens or encumbrances, or claims thereon, not shown by the public records.
- 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.
- Unpatented mining claims; (b) reservations or exceptions 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.

- resulting in no loss or damage to the insured claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the insured mortgage.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of an insured to comply with applicable doing business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the insured mortgage that arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the insured mortgage, is:
  - a fraudulent conveyance or fraudulent transfer; or
  - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the insured mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 13(b).

#### AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to: (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

- created, suffered, assumed or agreed to by the insured claimant;
  - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - resulting in no loss or damage to the insured claimant;
  - attaching or created subsequent to Date of Policy; or
  - resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - to timely record the instrument of transfer; or
    - of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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 which may be asserted by persons in possession

- thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages 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 or exceptions 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.

### AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the insured claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A is: (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford other Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

### PART 1

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

### AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the endorsement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 18 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 18 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 9, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereon, which arises out of the transaction evidenced by the insured mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(a) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the insured mortgage as to advances or modifications made after the insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the insured mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the insured at: (a) The time of the advance; or (b) The time a modification is made to the terms of the insured mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**RESIDENTIAL TITLE INSURANCE POLICY  
ONE-TO-FOUR FAMILY RESIDENCE  
ENHANCED VERSION (1997)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. Land use
  - b. improvements on the Land
  - c. Land divisions; or
  - d. environmental protection.

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in item 12c and d, 13 and 18 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a. a notice of exercising the right appears in the public records on the Policy Date; or

- b. the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- a. that are created, allowed, or agreed to by you;
- b. that are known to you, but not to us, on the Policy Date - unless they appeared in the public records;
- c. that result in no loss to you; or
- d. that first affect your title after the Policy Date - this does not limit the coverage described in items 3b, 8, 17, and 19 of Covered Title Risks.

4. Failure to pay value for your title

5. Lack of a right: (a) to any land outside the area specifically described and referred to in item 3 of Schedule A or (b) in streets, alleys, or waterways that touch your land.

This exclusion does not limit the coverage described in items 5 and 12a of the Covered Title Risks.

Effective Date: 5/1/2008

**Fidelity National Financial, Inc.  
Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

**Disclosure to Affiliated Companies** – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20090603391 06/30/2009 04:51  
804531-4-3-1--  
ELECTRONIC RECORDING

Recorded at the request of:  
Chicago Title

When recorded, mail to:  
ROMAN CATHOLIC CHURCH OF PHOENIX  
400 EAST MONROE  
PHOENIX, AZ 85004

Escrow No.: CT0804531-CT2942

Space above this line for Recorder's Use

**SPECIAL WARRANTY DEED**

*Exempt B7*

For the consideration of Ten Dollars, and other valuable considerations,

THOMAS JAMES OLMSTED, BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF  
PHOENIX, A CORPORATION SOLE

does hereby convey to

NOTRE DAME PREPARATORY ROMAN CATHOLIC HIGH SCHOOL, AN ARIZONA CORPORATION

the following real property situated in Maricopa County, Arizona:

PARCEL NO. 1:

A portion of Lots 7, 11, 12, 21 and 22 of Section 5, Township 3 North, Range 5 East of the Gila and Salt  
River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Northwest corner of said Lot 11;

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot  
11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet to the  
True Point of Beginning;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 42 minutes 59 seconds East, a distance of 105.48 feet to the East line of the  
aforesaid Lot 7;

thence South 00 degrees 16 minutes 01 seconds West along said East line, a distance of 1,551.65 feet to  
the Southeast corner of the aforesaid Lot 22;

thence North 89 degrees 52 minutes 05 seconds West along the South line thereof a distance of 660.31 feet  
to the Southwest corner of said Lot 22;

thence North 00 degrees 15 minutes 35 seconds West along the West line thereof a distance of 940.48 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

PARCEL NO. 2:

A portion of Lots 7, 11 and 12, of Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Lot 11 ;

thence South 89 degrees 51 minutes 51 seconds East along the North line thereof, a distance of 46.59 feet;

thence South 10 degrees 02 minutes 44 seconds West a distance of 260.43 feet to the West line of said Lot 11;

thence South 00 degrees 15 minutes 35 seconds East along said West line a distance of 121.50 feet;

thence North 89 degrees 44 minutes 25 seconds East, a distance of 186.65 feet;

thence North 46 degrees 44 minutes 25 seconds East, a distance of 205.08 feet;

thence North 25 degrees 44 minutes 25 seconds East, a distance of 213.30 feet;

thence North 24 degrees 05 minutes 19 seconds East, a distance of 301.92 feet;

thence North 89 degrees 43 minutes 59 seconds East, a distance of 105.48 feet to the East line of the aforesaid Lot 7;

thence North 00 degrees 16 minutes 01 seconds East along said East line, a distance of 246.50 feet to the Northeast corner of said Lot 7, being the monumented centerline of Bell Road;

thence South 89 degrees 59 minutes 00 seconds West along the North line thereof being the centerline of said Bell Road, a distance of 660.08 feet to the Northwest corner of said Lot 7;

thence South 00 degrees 15 minutes 35 seconds East along the West line thereof, a distance of 477.91 feet to the True Point of Beginning;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

PARCEL NO 3:

Lots 27 and 28, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

PARCEL NO. 4:

That portion of Lot 11, Section 5, Township 3 North, Range 5 East, of the Gila and Salt river Base and meridian,

County of Maricopa, State of Arizona, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 11;

THENCE South 89 degrees 51 minutes 19 seconds East, 46.59 feet along the North line of said Lot 11;

THENCE departing said North line South 10 degrees 02 minutes 21 seconds West, 260.42 feet to the West line of said Lot 11;

THENCE North 00 degrees 15 minutes 56 seconds West, 256.55 feet along said West line to the POINT OF BEGINNING.

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.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: June 5, 2009

THOMAS JAMES OLMSTED, BISHOP OF THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF PHOENIX, A CORPORATION SOLE

BY:   
Thomas James Olmsted, Bishop

Exempt (A.R.S. 11-1134, B7)

NOTARY ACKNOWLEDGMENT(S) TO SPECIAL WARRANTY DEED



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State of Arizona

County of Maricopa

The foregoing document was acknowledged before me this 30 day of June, 2008<sup>9</sup>

by Thomas James Olmsted, the Bishop of

The Roman Catholic Church Of The Diocese Of Phoenix

a Corporation Sole, on behalf of the Corporation Sole

(Seal)



JOHN F. KNOTT  
Notary Public—Arizona  
Maricopa County  
Expires on 08/13/2011

*John F. Knott*  
Notary Public