



**First American**

## First American Title Insurance Company

### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information that we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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2-PP-2008  
1st: 1/25/08

# First American Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

1. Effective Date: **January 15, 2008 at 7:30 a.m.** File No.: 071355
2. Policy or Policies to be issued: **ALTA 1992 EXTENDED OWNERS POLICY**  
Proposed Insured: **McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company**  
Liability: **\$ 3,770,000.00**  
Policy or Policies to be issued: **None**  
Proposed Insured:  
Policy or Policies to be issued: **None**  
Proposed Insured:  
Liability: **\$**
3. The estate or interest in the land described or referred to in the Commitment and covered herein is **A FEE.**
4. Title to the said estate or interest in said land is at the effective date hereof vested in: **McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability company**
5. The land referred to in this Commitment is situated in the County of Maricopa, State of ARIZONA, and is described as follows:  
  
**As fully set forth on "Exhibit A" attached hereto and by this reference incorporated herein**  
  
**Goldie Brown Pinnacle Peak Ranch  
W ½ Parcel 2, AZ**

**Thomas Title & Escrow, L.L.C.**

**EXHIBIT "A"**

**The West half of the Parcel 2, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to the plat of record in Book 191 of Maps at Page 26 thereof, in the office of the County Recorder of Maricopa County, Arizona.**

# First American Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS FIRST AMENDED

The following are the requirements to be complied with prior to the issuance of the policy or policies. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which the property is located.

1. Pay first half of 2007 taxes. NOTE: Taxes are assessed in the total amount of \$6,532.68 for the year 2007 under Assessor's Parcel No. 217-01-011A.
2. Furnish copies of all Certificates required by Title 29, Chapter 3, Arizona Revised Statutes, on file with the Secretary of State relating to HHL Properties Limited Partnership, an Arizona limited partnership. The right is reserved to make additional requirements upon examination of said certificate.
3. Furnish a copy of the Partnership Agreement of HHL Properties Limited Partnership, a Arizona limited partnership, together with any amendments thereto.
4. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of McDowell Mountain Back Bowl LLC, a Illinois limited liability company. NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.
5. Completion of inspection now in progress by an employee of Thomas Title & Escrow. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.
6. INTENTIONALLY OMITTED (Survey Received 10/16/07)
7. Record Deed from HHL Properties Limited Partnership, an Arizona limited partnership to McDowell Mountain Back Bowl, LLC, an Illinois limited liability company .
8. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.

**END OF SCHEDULE B - REQUIREMENTS**

File No: 071355

**DISCLOSURE NOTE:** In the event any Affidavit required pursuant to A.R.S. 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.



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9. **The following matters disclosed by an ALTA/ACSM survey made by Wood/Patel on 10/10/2007, designated Job No. 073093.80:**

**Possible Encroachment of Barb Wired Fence Along the South Property Line**

**END OF SCHEDULE B - EXCEPTIONS**