



207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY Pioneer Title Agency, Inc. as agent for First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Pioneer Title Agency, Inc.

7310 N. 16th Street Suite 250
Phoenix, AZ 85020
(602) 943-0184

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY Pioneer Title Agency, Inc. as agent for First American Title Insurance Company
Exhibit A	

Commitment No.: 76700704-067-LDP

EXHIBIT A
Legal Description

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

PARCEL NO. 1:

Tract A, of PARADISE VALLEY PLAZA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 94 of Maps, Page 15.

PARCEL NO. 2:

An undivided 1/90th interest in and to Tracts B and C, of PARADISE VALLEY PLAZA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 94 of Maps, Page 15.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY Pioneer Title Agency, Inc. as agent for First American Title Insurance Company
Schedule BI (Cont.)	

Commitment No.: 76700704-067-LDP

SCHEDULE B, PART I
Requirements (Continued)

7. RECORD Release and Reconveyance of Deed of Trust:

Amount \$725,000.00
Dated February 28, 2012
Recorded March 02, 2012
Document No. 12-176999
Trustor 10435 Scottsdale, LLC, an Arizona limited liability company
Trustee Security Title Agency, Inc., an Arizona corporation
Beneficiary Bruce D. Amborn & Kristine Amborn Revocable Trust dated July 7, 2011

8. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

10435 Scottsdale, LLC, an Arizona limited liability company

- or in lieu thereof

Furnish copy of No Operating Agreement Affidavit and Certificate of Resolution.

The right is reserved to make additional requirements upon examination of the above.

(Note: Articles of Organization shows Tom Frenkel, as Manager.)

9. RECORD Deed from 10435 Scottsdale, LLC, an Arizona limited liability company to Proposed Insured Owner.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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Schedule BI (Cont.)	

Commitment No.: 76700704-067-LDP

SCHEDULE B, PART I
Requirements (Continued)

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer Phone: (602) 506-8511
301 W. Jefferson website: <http://treasurer.maricopa.gov/index.htm>
Phoenix, AZ 85003

NOTE: The address of said land is purported to be: **[10345 N. Scottsdale Road, Scottsdale, AZ 85258]**

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

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:

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

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Schedule BII (Cont.)	

Commitment No.: 76700704-067-LDP

SCHEDULE B, PART II

Exceptions (Continued)

8. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2018
9. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
10. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within Paradise Valley Plaza Owners Association.
11. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 94 of Maps, Page 15, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket 3645, Page 301 and thereafter First Amendment recorded in Document No. 92-144874; Amended in Document No. 93-25467 and Third Amendment recorded in Document No. 04-949113
13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket 10189, Page 43
Purpose electric lines and appurtenant facilities

(Affects Parcel No. 1)

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Schedule BII (Cont.)	

Commitment No.: 76700704-067-LDP

SCHEDULE B, PART II

Exceptions (Continued)

17. UNRECORDED LEASE under the terms and conditions contained therein made by:

Lessor	10435 Scottsdale, L.L.C., an Arizona limited liability company
Lessee	J Levine Auction & Appraisal LLC, an Arizona limited liability company
Dated	June 01, 2012
As disclosed by	Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate
Recorded	July 17, 2012
Document No.	12-627077

Said Lease is encumbered by the following:

FINANCING STATEMENT between:

Debtor	J Levine Auction & Appraisal LLC
Secured Party	BNC National Bank
Recorded	March 06, 2014
Document No.	14-143606

THEREAFTER Amendment recorded in Document No. 18-449054 and Continuation recorded in Document No. 18-867160.

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Pioneer Title Agency, Inc.

Commitment to Service

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

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 your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

- 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 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.

Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. 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 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.

Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

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 or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.