



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-977611-PHX1

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

Greg L. Smith, Secretary

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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>.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-977611-PHX1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-977611-PHX1

Property Address: 16136 Pima Road, Scottsdale, AZ

Revision No.: 1

Issuing Office: 2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

Issuing Office File No.: NCS-977611-PHX1

Escrow Officer: Name: Tom Anzaldua

Email:

Phone: (602)567-8100

Title Officer: Name: Ron B. Robertson

Email:

Phone: (602)567-8100

SCHEDULE A

1. Commitment Date: June 2, 2021, at 8:00 AM

2. Policy to be issued:

(a) ALTA® 2006 Extended Owner's Policy

Proposed Insured: Clear Sky Acquisitions LLC, an Arizona limited liability company

Proposed Policy Amount: \$4,300,000.00

(b) ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

(c) ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

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

Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

FLW Storage LLC, an Arizona limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-977611-PHX1

Commitment No.: NCS-977611-PHX1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of 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. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 relating to unincorporated land in an unincorporated area of a country has been, or will be, recorded pertaining to the Land, such as Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment.

6. All of 2020 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$4,948.68 for the year 2018 under Assessor's Parcel No. 215-51-001B 6.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Proper showing as to the date of completion of the improvements located on the land to be insured and lapse of statutory time in which any claimant for unpaid labor or materials may record a lien under the laws of the State of Arizona or in lieu thereof, furnish proper documentation which may be requested by this company for consideration as to the acceptability of indemnification of this company by parties related to this transaction.
10. 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 FLW Storage LLC, a limited liability company.
11. 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 Clear Sky Acquisitions LLC, a limited liability company.
12. Recordation of an instrument sufficient to First American Title Insurance Company that will establish proper means of ingress and egress from the land insured herein to a public highway. NOTE: Upon satisfactory compliance with the above requirement, the exception referring to lack of ingress and egress will be deleted in full from Schedule B.
13. First American Title reserves the right to make additional exceptions and/or requirements pursuant to a review of the documents to be recorded herein if a partial interest is conveyed as contemplated herein.
14. Record Warranty Deed from FLW Storage LLC, an Arizona limited liability company to Clear Sky Acquisitions LLC, an Arizona limited liability company.
15. Such further requirements as may be necessary after completion of the above.
16. Return to title department for final recheck before recording.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-977611-PHX1

Commitment No.: NCS-977611-PHX1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (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.
3. 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 thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
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 by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. Taxes for the full year of 2021.
(The first half is due October 1, 2021 and is delinquent November 1, 2021. The second half is due March 1, 2022 and is delinquent May 1, 2022.)
9. This item has been intentionally deleted.
10. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
11. A resolution by the Board of Supervisors of Maricopa County Arizona recorded August 23, 1950 in Docket 601, Page 289, purporting to establish a county roadway.
12. Easement for roadway over that portion lying within the East 33 feet of Section 1, and rights incidental thereto as disclosed by document recorded June 29, 1951 in Docket 769, Page 480.
13. The terms and provisions contained in the document entitled "Contract Relating to Crossings of the Central Arizona Project Facilities and County Roads" recorded February 24, 1976 in Docket 11556, Page 1006.
14. The terms and provisions contained in the document entitled "Recreational Land Use Agreement by and between the United States of America and City of Scottsdale Arizona, as disclosed by Agreement" recorded December 17, 1984 as 84-541807 of Official Records.
15. The terms and provisions, liabilities and obligations contained in the document entitled "Agreement" by and between the City of Scottsdale Municipal Property Corporation and City of Scottsdale, Arizona recorded December 17, 1984 as 84-541807 of Official Records.

Supplement to Agreement recorded April 5, 1994, as 94-273543 of Official Records.

16. Covenants, Conditions and Restrictions as set forth in Agreement and Declaration of Covenants, Conditions and Restrictions recorded as 86-494478 of Official Records and First Amendment recorded December 2, 1986 as 86-664169 of Official Records and Assignment recorded September 6, 2006, as 2006-1183794 of Official Records, 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).
17. An easement for utilities and incidental purposes in the document recorded as 86-592298 of Official Records.
18. Terms and provisions of an unrecorded lease dated December 10, 1984, by and between City of Scottsdale, a municipal corporation as lessor and Tournament Players Club of Scottsdale, Inc., an Arizona corporation as lessee, as disclosed by a Memorandum of Lease and Management Agreement recorded December 2, 1986 as 86-664162 of Official Records and re-recorded June 19, 1987 as 87-390980 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

19. An easement for electric lines and incidental purposes in the document recorded as 87-559632 of Official Records and re-recorded as 88-248671 of Official Records.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

20. The rights, if any, of a city, public utility or special district to preserve a public easement in abandoned right of way as the same was vacated by the document recorded January 11, 1988 as 88-12452 of Official Records.

Said preservation includes, among other things, a water line easement as set forth therein.

21. An easement for roadway and incidental purposes in the document recorded as 91-426657 of Official Records.

22. The terms and provisions contained in the document entitled "Golf Course Concession Agreement" recorded January 8, 1997 as 97-14338 of Official Records and re-recorded March 12, 1997 as 97-159571 of Official Records and First Amended and Restated Agreement recorded May 13, 1998 as 98-398961 of Official Records and Second Amendment recorded May 13, 1998 as 98-398962 of Official Records and Third Amendment recorded June 28, 2012 as 2012-564491 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

23. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded as 98-626667 of Official Records.

24. The terms and provisions contained in the document entitled "Sublicense Agreement" by and between Capital Realty Corp (Scottsdale), an Arizona corporation, Sublicensor, and West World Golf Course, L.L.C., an Arizona limited liability company, Sublicensee, as disclosed by "Notice of Sublicense Agreement" recorded November 19, 1999 as 99-1056166 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

25. Rights of Central Arizona Water Conservation District as disclosed by document recorded November 30, 2000 as 2000-914052 of Official Records.

26. The terms and provisions contained in the document entitled "Land Use License for Communication Facilities by and between Central Arizona Water Conservation District, grantor and Sprint Spectrum, L.P., a Delaware limited partnership, grantee co-located with Western PCS III Corporation" recorded November 30, 2000 as 2000-914052 of Official Records.

27. An easement for highway and incidental purposes in the document recorded as 2003-543020 of Official Records.

Thereafter the effect of Results of Survey, recorded January 24, 2002 in Book 583 of Maps, Page 23 and Corrected Sheet 1 recorded December 31, 2002 in Book 618 of Maps, Page 32.

28. The terms and provisions contained in the document entitled "First Amendment to First Amended and Restated Restaurant and Catering Concession Agreement" recorded November 12, 2003 as 2003-1561377 of Official Records and Assumption recorded April 27, 2007, as 2007-490320 of Official Records and Assumption recorded May 29, 2013 as 2013-490505 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

29. The terms and provisions, liabilities and obligations contained in the document entitled "Agreement" recorded June 9, 2004 as 2004-652736 of Official Records.
30. The terms and provisions, liabilities and obligations contained in the document entitled "Agreement" recorded February 7, 2006 as 2006-176289 of Official Records.
31. The terms and provisions, liabilities and obligations contained in the document entitled "Agreement" recorded November 29, 2006 as 2006-1561047 of Official Records.
32. The terms and provisions, liabilities and obligations contained in the document entitled "Agreement" recorded November 29, 2006 as 2006-1561084 of Official Records.
33. All matters as set forth in Record of Survey, recorded June 23, 2009 in Book 1032 of Maps, Page 36.
34. The terms and provisions contained in the document entitled "Easement for Utilities and Recreational Trail" recorded July 22, 2010 as 2010-622548 of Official Records.
35. The terms and provisions contained in the document entitled "Memorandum of Master Prepaid Lease and Management Agreement" by and between T-Mobile West Tower LLC, a Delaware limited liability company and CCTMO LLC, a Delaware limited liability company recorded October 22, 2013 as 2013-928324 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

36. This item has been intentionally deleted.
37. Lack of a right of access to and from the land.
38. Covenants, Conditions and Restrictions and Easements reserved on the Quit Claim Deed recorded September 5, 2019 as 2019-693139 of Official Records.
39. A deed of trust to secure an original indebtedness of \$1,300,000.00, and any other amounts or obligations secured thereby, recorded September 5, 2019 as Instrument No. 20190693140 of Official Records.

Dated: September 4, 2019

Trustor: FLW Storage LLC, an Arizona limited liability company

Trustee: First American Title Insurance Company

Beneficiary: Clear Sky Capital Scottsdale Self Storage LP, a Delaware limited partnership

According to the public records, the beneficial interest under the deed of trust was assigned to BEL 16, LLC, an Arizona limited liability company by assignment recorded March 5, 2021 as 2021-0252806 of Official Records.

40. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

41. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

42. Water rights, claims or title to water, whether or not shown by the public records.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-977611-PHX1

File No.: NCS-977611-PHX1

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

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00°08'16" WEST ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 734.61 FEET TO THE SOUTHERLY LINE OF THE CAWCD AQUEDUCT RIGHT-OF-WAY;

THENCE NORTH 76°27'37" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 97.66 FEET TO THE SOUTHEAST CORNER OF THE ABANDONED RIGHT-OF-WAY AS DESCRIBED IN RECORDED DOCUMENT 88-012452, IN THE RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL:

THENCE CONTINUING NORTH 76°27'37" WEST ALONG THE SOUTHERLY LINE OF SAID CAWCD AQUEDUCT AND THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, A DISTANCE OF 1452.85 FEET TO A POINT, SAID POINT LIES ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3065.00 FEET AND WHOSE CENTER BEARS SOUTH 29°16'56" WEST FROM THE LAST DESCRIBED POINT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 08°25'29", AN ARC LENGTH OF 450.68 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 76°27'37" EAST PARALLEL WITH AND 20.00 FEET SOUTHERLY OF THE AFOREMENTIONED ABANDON RIGHT-OF-WAY, A DISTANCE OF 1872.59 FEET;

THENCE SOUTH 00°08'16" WEST PARALLEL WITH AND 95.00 FEET WEST OF THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 92.52 FEET TO THE POINT-OF-BEGINNING.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.