



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

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

Greg L. Smith
Secretary

ISSUED BY

Landmark Title Assurance Agency of Arizona LLC
as agent for First American Title Insurance Company

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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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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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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 Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC Issuing Office: , Phoenix, AZ

Issuing Office's ALTA ® Registry ID:

Loan ID No.:

Escrow Officer: Vicki Etherton

Issuing Office File No.: 06183690-128-V60

Title Officer: Josh Conant

Property Address: 4605 North Scottsdale Road, Scottsdale, AZ 85251

Revision No.: Amended: December 22, 2020, Amendment No. 14

SCHEDULE A

1. Commitment Date: December 14, 2020
2. Policy to be issued:
 - (a) ALTA 2006 Extended Owner's Policy
Proposed Insured: **ZT Scottsdale Owner, LLC, a Delaware limited liability company**
Proposed Policy Amount: \$30,769,231.00
 - (b) None
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) None
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is **A Fee as to Parcel Nos. 1, and an Easement as to Parcel Nos. 3 and 4**
4. The Title is, at the Commitment Date, vested in:

Gray Guarantors I LLC, an Arizona limited liability company,
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

By: 
Authorized Countersignature

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Exhibit A

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

PARCEL NO. 1:

Lot 1, of SCOTTSDALE BLUESKY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1202 of Maps, Page 50.

PARCEL NO. 2:

INTENTIONALLY OMITTED.

PARCEL NO. 3:

Interruptible, reciprocal, non-exclusive easement agreement for vehicular and pedestrian ingress and egress as set forth in document recorded in Document No. 2005-0185400 of Official Records.

PARCEL NO. 4:

Easement for ingress and egress as set forth in nonexclusive ingress, construction and egress easement, recorded September 16, 1986 as Document No. 1986-0497779 of Official Records.

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ALTA Commitment for Title Insurance

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First American Title Insurance Company

Schedule BI & BII

Commitment No.: 06183690-128-V60

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.

[ASSESSOR MAP](#)

TAX NOTE:

TAX NOTE:

Year	2019
Parcel No.	173-38-407
Total Tax	\$65,327.76
First Half	\$32,663.88 unpaid-delinquent
Second Half	\$32,663.88 unpaid-delinquent

TAX NOTE:

Year	2020
Parcel No.	173-38-407
Total Tax	\$67,701.14
First Half	\$33,850.57 unpaid-delinquent
Second Half	\$33,850.57 unpaid

INTENTIONALLY OMITTED

[SEE TAX SHEETS](#)

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

5. PAY FULL YEAR 2019 taxes, plus interest and penalties, Parcel No. [173-38-407](#).
6. INTENTIONALLY OMITTED.
7. FURNISH the Company with Owner's Affidavit executed by David M. Reaves, Chapter 7 Trustee for the bankruptcy estate of Gray Guarantors I, LLC.
8. INTENTIONALLY OMITTED.
9. INTENTIONALLY OMITTED.
10. INTENTIONALLY OMITTED.
11. INTENTIONALLY OMITTED.
12. INTENTIONALLY OMITTED.
13. FURNISH copy of Certificate of Registration of the foreign limited liability company named below filed with the Arizona Corporation Commission.

ZT Scottsdale Owner, LLC, a Delaware limited liability company

-or-
Proper showing that said limited liability company is in good standing in its domiciliary jurisdiction. The right is reserved to make additional requirements upon examination of said certificate.
14. INTENTIONALLY OMITTED.
15. INTENTIONALLY OMITTED.
16. INTENTIONALLY OMITTED.

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

17. RECORD Deed from Gray Guarantors I LLC, an Arizona limited liability company (Bankruptcy Trustee) to ZT Scottsdale Owner, LLC, a Delaware limited liability company. (In accordance with the terms of that certain Agreement for Sale and Purchase of Property (and Escrow Instructions) evidenced by Memorandum of Agreement recorded December 27, 2019 in Document No. 2019-1050613.)

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

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

Deed recorded August 24, 2018 in Document No. [2018-0643990](#); Grantor: Sonoran Desert Land Investors LLC, an Arizona limited liability company; Grantee: Gray Guarantors I LLC, an Arizona limited liability company.

18. FURNISH name(s) and capacity(ies) of party(ies) who will be executing documents on behalf of the limited liability company named below, along with proper supporting documentation, including a copy of filed Articles of organization and fully executed copy of the Operating Agreement (and all amendments) of the limited liability company:

Limited Liability Company

ZT Scottsdale Owner, LLC, a Delaware limited liability company

19. PAY 2018 taxes by Redemption from Certificate of Purchase No. 18010628, [APN 173-38-407](#).

20. INTENTIONALLY OMITTED.

21. INTENTIONALLY OMITTED.

22. INTENTIONALLY OMITTED .

23. INTENTIONALLY OMITTED.

24. INTENTIONALLY OMITTED.

25. INTENTIONALLY OMITTED.

26. INTENTIONALLY OMITTED.

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

- 27. INTENTIONALLY OMITTED.
- 28. INTENTIONALLY OMITTED.
- 29. INTENTIONALLY OMITTED.
- 30. INTENTIONALLY OMITTED.
- 31. INTENTIONALLY OMITTED.
- 32. INTENTIONALLY OMITTED.
- 33. INTENTIONALLY OMITTED.
- 34. INTENTIONALLY OMITTED.
- 35. INTENTIONALLY OMITTED.
- 36. INTENTIONALLY OMITTED.
- 37. INTENTIONALLY OMITTED.
- 38. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$57,000,000.00
Dated	August 14, 2018
Recorded	August 24, 2018
Document No.	<u>2018-0643993</u>
Trustor	Gray Guarantors I LLC, an Arizona limited liability company
Trustee	Thomas Title and Escrow
Beneficiary	Rompsen US Master Mortgage LP, a Cayman Islands exempted limited partnership

Thereafter Assignment of Rights under covenants, Conditions and Restrictions, Permits and Development Documents recorded August 24, 2018 in Document No. 2018-0643995.

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

SUBSTITUTION OF TRUSTEE under said Deed of Trust:

Recorded	April 30, 2019
Document No.	<u>2019-0311195</u>
New Trustee	Kyle S. Hirsch, c/o Bryan Cave Leighton Paisner LLP

Thereafter Notice of Sale recorded in

Document No.	<u>2019-0311196</u>
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39. RECORD Termination of Financing Statement between:

Debtor	Gray Guarantors I LLC
Secured Party	Rompsen US Master Mortgage LP
Recorded	August 24, 2018
Document No.	<u>2018-0643998</u>

40. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$none shown
Dated	April 7, 2020
Recorded	April 7, 2020
Document No.	<u>2020-0298958</u>
Trustor	Gray Guarantors I LLC, an Arizona limited liability company, Gray Guarantors II LLC, an Arizona limited liability company, Gray Guarantors III LLC, an Arizona limited liability company, and Biltmore Investors SPE LLC, an Arizona limited liability company
Trustee	Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company
Beneficiary	ZT Development, LP, a Delaware limited partnership

41. INTENTIONALLY OMITTED.

42. Pay first half of 2020 taxes, plus interest and penalties, if any.

43. INTENTIONALLY OMITTED.

44. INTENTIONALLY OMITTED.

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

- 45. INTENTIONALLY OMITTED.
- 46. INTENTIONALLY OMITTED.
- 47. The recordation in the public records of a complete, certified copy of the Order Approving Motion to Approve Sale or Real Properties Free and Clear of Liens Pursuant to 11 U.S.C. Sections 363 (b) and (f) filed on November 25, 2020 in Bankruptcy Case No. 2:20-bk-04130-MCW.
- 48. Full compliance with the terms and provisions contained in the Real Property Purchase Agreement and Joint Escrow Instructions and Order Approving Motion to Approve Sale of Real Properties Free and Clear of Liens Pursuant to 11 U.S.C. Sections 363 (b) and (f) filed on November 25, 2020 in Bankruptcy Case No. 2:20-bk-04130-MCW.
- 49. Furnish the Company with the Final executed transfer deed from the Bankruptcy Trustee to the Buyer named in the Order Approving Motion to Approve Sale of Real Properties Free and Clear of Liens Pursuant to 11 U.S.C. Sections 363 (b) and (f) filed on November 25, 2020 in Bankruptcy Case No. 2:20-bk-04130-MCW.

SCHEDULE B, PART II

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

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:

- I. 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.
- A. 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.
- B. 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.
- C. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. 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.
- E. (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.
- F. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

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Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year: Second half of 2020
4. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
(All liabilities and obligations due and payable have been paid)
5. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in [Docket 7237, Page 515](#)
Purpose overhead and underground power and appurtenant facilities
And shown on Survey by Alliance Land Surveying LLC dated October 26, 2020, Last Revised December 19, 2020 and designated as Project No. 201024
6. INTENTIONALLY OMITTED.
7. INTENTIONALLY OMITTED.
8. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [1986-0497778](#)
Purpose ingress and egress
And shown on Survey by Alliance Land Surveying LLC dated October 26, 2020, Last Revised December 19, 2020 and designated as Project No. 201024
9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. [1986-0497779](#)
Purpose ingress, construction and egress
And shown on Survey by Alliance Land Surveying LLC dated October 26, 2020, Last Revised December 19, 2020 and designated as Project No. 201024

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

10. INTENTIONALLY OMITTED.

11. AGREEMENT, according to the terms and conditions, contained therein:

Purpose easements
Recorded February 2, 2005
Document No. [2005-0185399](#) and [2005-0185400](#)

And shown on Survey by Alliance Land Surveying LLC dated October 26, 2020, Last Revised December 19, 2020 and designated as Project No. 201024

12. INTENTIONALLY OMITTED.

13. INTENTIONALLY OMITTED.

14. INTENTIONALLY OMITTED.

15. INTENTIONALLY OMITTED.

16. EASEMENTS for vehicular and pedestrian ingress and egress, emergency service, public utility, wet & dry utility, landscaping, roadway and fire hydrants, restrictions, reservations and conditions as set forth on the plat of said subdivision recorded in [Book 1202 of Maps, Page 50](#).
And shown on Survey by Alliance Land Surveying LLC dated October 26, 2020, Last Revised December 19, 2020 and designated as Project No. 201024

17. 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 Document No. [2014-0795873](#)

18. RIGHTS OF PARTIES in possession.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

19. INTENTIONALLY OMITTED.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII (Cont.)

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

- 20. INTENTIONALLY OMITTED.
- 21. INTENTIONALLY OMITTED.
- 22. INTENTIONALLY OMITTED.
- 23. INTENTIONALLY OMITTED.
- 24. INTENTIONALLY OMITTED.
- 25. INTENTIONALLY OMITTED.
- 26. INTENTIONALLY OMITTED.
- 27. INTENTIONALLY OMITTED.
- 28. INTENTIONALLY OMITTED.
- 29. INTENTIONALLY OMITTED.
- 30. 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 Document No. [2020-1035465](#)

- 31. MEMORANDUM OF AGREEMENT, according to the terms and conditions, contained therein:

Dated October 27, 2020
 Recorded October 27, 2020
 Document No. [2020-1035466](#)

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

Commitment No.: 06183690-128-V60

SCHEDULE B

(Continued)

32. AGREEMENT, according to the terms and conditions, contained therein:

Purpose reciprocal access easement
Dated October 27, 2020
Recorded October 27, 2020
Document No. [2020-1035467](#)
Rerecorded October 28, 2020
Document No. [2020-1042414](#)

And shown on Survey by Alliance Land Surveying LLC dated October 26, 2020, Last Revised December 19, 2020 and designated as Project No. 201024

33. AGREEMENT, according to the terms and conditions, contained therein:

Purpose temporary construction easement
Dated October 27, 2020
Recorded October 27, 2020
Document No. [2020-1035468](#)

34. Terms, conditions, liabilities and obligations as set forth in unrecorded License Agreement dated October 27, 2020 between Emerald Equities, L.L.C., an Arizona limited liability company, and David M. reaves, Chapter 7 Trustee for the bankruptcy estate of Gray Guarantors I, LLC, an Arizona limited liability company.

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Privacy 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 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 subsidiaries 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 that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record 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.

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 service 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 the 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 to you.

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 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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

NOTICE OF TITLE POLICY DISCOUNTS
Residential Resale and Refinance Transactions – Arizona

Escrow No.: **06183690**

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

SHORT/LONG TERM RESALE RATE:

There are certain discounts available if your purchase was within last 5 years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

REFINANCE RATE:

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.

Date: _____

Date: _____

Signature of Seller/Borrower

Signature of Seller/Borrower

Print Name

Print Name

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Investors Title Agency, LLC (Investors Title), Professional Title Agency, LLC (Professional Title/PTA), Asset Title Agency, LLC (Asset Title) and CRE Title Agency, LLC (CRE Title) to provide title services. Title Security also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Infinity Title, Millennium Title, Investors Title, Professional Title, Asset Title, CRE Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

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 (pica) or larger.
- b 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.

**NOTICE
OF
IMPORTANT CHANGE TO ARIZONA NOTARY LAWS**

If your client is a foreign citizen, you will want to be aware of this change.

Arizona law currently provides that "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes a "current form of identification issued by a federal, state or tribal government..." (A.R.S. 41-311.11.) Effective August 25, 2004, however, this provision has been amended to provide that the current form of identification must be issued by "the United States government or a state or tribal government..." This change means that a current form of identification issued by a foreign government, such as a foreign driver's license, will NOT meet the statutory identification requirements.

To avoid delays in closing transactions involving foreign citizens who may not have appropriate identification, you should determine as soon as possible what form(s) of identification your clients have. If they do not have appropriate identification, then you may wish to suggest, depending on their circumstances, that they apply for and obtain an appropriate form of U.S. or state identification.