

Commitment

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by Clear Title Agency of Arizona, as issuing Agent for 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 Amount of Insurance 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

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

cleartitle O

James A. Clifford President

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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

Copyright 2021 American Land Title Association. All rights reserved.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; 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 is not 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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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

Copyright 2021 American Land Title Association. All rights reserved.



- iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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

Copyright 2021 American Land Title Association. All rights reserved.



11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





Schedule A

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Clear Title Agency of Arizona

Issuing Office: 18835 N Thompson Peak PKWY Ste C-110

Scottsdale, AZ 85255

Commitment No.: 21240157-ss

Issuing Office File No.: 21240157-ss

Property Address: 7400 E McCormick Pkwy

Reference No.:

Scottsdale, AZ 85258

<u>TITLE INQUIRES</u> should be directed to your Title Officer: Joe Dunnigan at 480.385.6500.

ESCROW/CLOSING INQUIRES should be directed to your Escrow Officer: **Shelby Sutton at 480.385.6530.**

SCHEDULE A

1. Commitment Date: May 15, 2024 at 12:00 AM

2. Policy to be issued:

a. 🗷 ALTA 2021 Standard Owner's Policy Proposed Insured: City of Scottsdale

Proposed Amount of Insurance: \$2,750,000.00
The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Phoenix Cragon GE, LLC, an Arizona limited liability company, as to Units 100, Blcok A, 100, Building C, and Tract CE, and Arcadia Properties, LLC, an Arizona limited liability company, as to a 63.64% interest as tenant in common, as to Units 100, 101, 200, and 201, Building B and the common spaces and conferences rooms within building B and Nightlight Real Estate Invesments LLC, an Arizona limited liability company, as to a 36.36% interest as tenant in common, as to Units 100, 101, 200, and 201, Building B and the common spaces and conferences rooms within building B

5. The Proposed Insured Mortgage and assignment thereof, if any, described as follows:

SEE EXHIBIT "1" ATTACHED HEREIN

6. The Land is described as follows:

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





Exhibit "1"

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

Commitment No.: 21240157-ss

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. All of 2023 taxes are paid in full.
- 6. Proper showing that all assessments levied by Parkway Plaza Building Property Owners Association, have been paid in full up to and including the closing date of this transaction.
- 7. Record Partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$2,750,000.00, recorded April 9, 2021 as [2021-397278] of Official Records.

Dated: April 8, 2021

Trustor: Phoenix Drago Ge, LLC, an Arizona limited liability company

Trustee: Bruce Demaree

Beneficiary: Demaree, LC, an Arizona limited liability company, as a 50% interest and JNKI, LC, an Arizona limited liability company, as to a 50% interest

Affects Unit 100, Building A, 1and 00, Building C

8. Record Partial Release of a financing statement recorded April 9, 2021 as [2021-397279] of Official Records. Debtor:Phoenix Dragon Co. LLC, an Arizona limited liability company Secured Party:Demaree, LC, an Arizona limited liability company

Affects Unit 100, Building A, and 100, Building C

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

9. Record Partial Release of a financing statement recorded April 9, 2021 as 2021-397280 of Official Records. Debtor:Phoenix Dragon Co. LLC, an Arizona limited liability company Secured Party:JINKI, LLC

Affects Unit 100, Building A, and Unit 100 Building C

10. Record Warranty Deed from Phoenix Cragon GE, LLC, an Arizona limited liability company, as to Units 100, Blcok A, 100, Building C, and Tract CE, and Arcadia Properties, LLC, an Arizona limited liability company, as to a 63.64% interest as tenant in common, as to Units 100, 101, 200, and 201, Building B and Nightlight Real Estate Invesments LLC, an Arizona limited liability company, as to a 36.36% interest as tenant in common, as to Units 100, 101, 200, and 201, Building B and the common spaces and conferences rooms within building B to Buyer(s).

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.

End of Requirements

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

AMERICAN LAND TITLE ASSOCIATION

Reprinted under license from the American Land Title Association.



ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

Commitment No.: 21240157-ss

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. 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.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, 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.
- (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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

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.

- 8. Taxes for the year 2024, a lien not yet due and payable.
- 9. Water rights, claims or title to water, whether or not shown by the public records.
- 10. Any charge upon said land by reason of its inclusion in McCormick Ranch Property Owners Association.
- 11. Any charge upon said land by reason of its inclusion in Parkway Plaza Building Property Owners Association.
- 12. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
- 13. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as [Book 1570 of Maps, Page 17], 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).
- 14. Any easements or servitudes appearing in the public records. (Affects Common Areas)
- 15. Covenants, conditions, restrictions, easements as set forth in document(s) recorded as: s Docket 9148, Page 706; Docket 12343, Page 241; Docket 12343, Page 255; Docket 12749, Page 676; Docket 14056, Page 1401; Docket 14316, Page 1343; and Certificate of Amendment recorded as 2015-0767121 of official records, but deleting any convenant, condition or restriction indicating a preference, limitation or descrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
- 16. Reservation of a right to the transportation or movement by pipeline of any of the groundwater together with the right to construct, reconstruct, service and maintain any such pipeline as reserved and more fully set forth in instrument recorded in Docket 12343, Page 263.
- 17. An easement for public utilities and incidental purposes, recorded as Docket Docket 12467, page 670 of Official Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

- 18. An easement for drainage and flood control and incidental purposes, recorded as Docket 10415, page 774 of Official Records.
- 19. An easement for underground electric and incidental purposes, recorded as 83-52400 of Official Records.
- 20. Covenants, conditions, restrictions, easements as set forth in document(s) recorded as: [2022-394407] of official records, but deleting any convenant, condition or restriction indicating a preference, limitation or descrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

End of Exceptions

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





Exhibit A

ALTA Commitment for Title Insurance

Issued by

Clear Title Agency of Arizona

as issuing Agent for First American Title Insurance Company

File No.: 21240157-ss

Commitment No.: 21240157-ss

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

UNITS 100, 101, 200, 201, BUILDING B, 100, BUILDING A, 100, BUILDING C, AND TRACT CE, OF PARKWAY PLAZA OFFICE BUILDING CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM COVENATS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO.2022-394407 AND AS SHOWN ON THE PLAT OF SAID CONDOMINIUM RECORDED AS BOOK 1570 OF MAPS, PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Clear Title Agency of Arizona.

- We may collect nonpublic personal information about from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files and/or any public records search thereof, or from our affiliates or others.
- Information we receive from a consumer-reporting agency.
- Information, that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Clear Title Agency of Arizona, as issuing agent for 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.

Copyright 2021 American Land Title Association. All rights reserved.





Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found here.

<u>What Type Of Personal Information Do We Collect About You?</u> We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please https://www.firstam.com/privacy-policy/.

<u>How Do We Collect Your Personal Information?</u> We collect your personal information: (1) directly from you automatically when you interact with us; and (3) from other parties, including business parties and affiliates

How Do We Use Your Personal Information? We may use your personal information in a variety of including but not limited to providing the services you have requested, fulfilling your transactions, complying relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Disclose Your Personal Information? We do not sell your personal information or share personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors subsidiaries and affiliates; and (5) for legal process and protection. learn more about how disclose personal information, please visit To we https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information important to us. That is why we take all commercially reasonable steps to make sure your personal information protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long necessary in accordance with the purpose for which it was collected, our business needs, and our legal regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection storage, and disclosure of your personal information. You can learn more about your choices by visting https://www.firstam.com/privacy-policy/.



<u>International Jurisdictions</u>: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Policy</u>: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit https://www.firstam.com/privacy-policy/.

<u>Contact Us:</u> <u>dataprivacy@firstam.com</u> or toll free at 1-866-718-0097.