

	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	File No. 8245ATAZ

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 EXTRACTIONAL 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.

Countersigned

Thomas Title and Escrow Agency

By: Frank W. Bueck
Authorized Signature

First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore, President

Jeffrey S. Robinson

Jeffrey S. Robinson, 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; and 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.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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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Transaction Identification Data for reference only:

Issuing Agent: Thomas Title and Escrow Agency
Issuing Office: Thomas Title and Escrow Agency (Scottsdale)
Issuing Office's ALTA Registry ID:
Loan ID Number:
Commitment Number: First
Issuing Office File Number: 8245ATAZ
Escrow Officer: Sheila Hunter
Title Officer: Teri Guevara

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: **September 03, 2021, 05:00 pm**
2. Policy to be issued:
 - (a) 2006 ALTA® Extended Coverage Owner's Policy

Proposed Insured:	City of Scottsdale
Proposed Policy Amount:	\$18,652,000.00
- 3A. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

NWGH, LLC
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:

City of Scottsdale
4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

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EXHIBIT "A"

TRACT F, TRACT G, TRACT H, A PORTION OF TRACT C, AS SHOWN IN "LOT 1A OF CAVASSON, CLARET DRIVE R/W, CAVASSON BLVD. R/W & HAYDEN RD. R/W", A FINAL PLAT, RECORDED IN BOOK 1471, PAGE 18 OF MARICOPA COUNTY RECORDS (M.C.R.) AND A PORTION OF "CERTIFICATE OF PURCHASE", AS RECORDED IN DOC. 2019-0286594, M.C.R., BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A BUREAU OF LAND MANAGEMENT BRASS CAP FLUSH, FROM WHICH THE CENTER OF SECTION, BEING MARKED BY AN ADOT ALUMINUM CAP, BEARS NORTH 00 DEGREES 02 MINUTES 27 SECONDS WEST, 2641.61 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 1959.93 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, 381.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 81 DEGREES 30 MINUTES 58 SECONDS EAST, 952.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 08 DEGREES 27 MINUTES 09 SECONDS EAST, 400.50 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47 DEGREES 04 MINUTES 28 SECONDS, AN ARC LENGTH OF 329.06 FEET;

THENCE SOUTH 51 DEGREES 20 MINUTES 47 SECONDS EAST, 36.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 51 DEGREES 20 MINUTES 47 SECONDS EAST, 365.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27 DEGREES 12 MINUTES 30 SECONDS, AN ARC LENGTH OF 173.33 FEET;

THENCE SOUTH 11 DEGREES 26 MINUTES 43 SECONDS WEST, 77.57 FEET TO A POINT ON THE NORTH LINE OF TRACT I, AS SHOWN IN SAID FINAL PLAT AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE CENTER BEARS SOUTH 02 DEGREES 13 MINUTES 32 SECONDS WEST, 200.00 FEET;

THENCE ALONG SAID NORTH LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 19 MINUTES 49 SECONDS, AN ARC LENGTH OF 8.13 FEET TO THE NORTHEAST CORNER OF SAID F;

THENCE DEPARTING SAID NORTH LINE SOUTH 11 DEGREES 26 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT F AND THE EAST LINE OF SAID TRACT H, 117.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CAVASSON BOULEVARD;

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THENCE DEPARTING SAID EAST LINES SOUTH 56 DEGREES 23 MINUTES 16 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 34.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE CENTER BEARS SOUTH 09 DEGREES 04 MINUTES 57 SECONDS WEST, 1555.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12 DEGREES 06 MINUTES 21 SECONDS, AN ARC LENGTH OF 328.55 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 86 DEGREES 58 MINUTES 36 SECONDS WEST, 738.80 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 48 DEGREES 32 MINUTES 04 SECONDS WEST, 35.67 FEET TO SAID EAST RIGHT-OF-WAY LINE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER BEARS SOUTH 85 DEGREES 45 MINUTES 56 SECONDS WEST, 3785.00 FEET

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 01 MINUTES 22 SECONDS, AN ARC LENGTH OF 331.81 FEET TO THE POINT OF BEGINNING.

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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 2020 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$3,657.60 for the year 2020 under Assessor's Parcel No. 212-31-120E.
(Covers more property)

NOTE: Taxes are assessed in the total amount of \$305.88 for the year 2020 under Assessor's Parcel No. 212-34-962.
(Covers more property)

NOTE: Taxes are assessed in the total amount of \$392.92 for the year 2020 under Assessor's Parcel No. 212-34-966.

NOTE: Taxes are assessed in the total amount of \$86.10 for the year 2020 under Assessor's Parcel No. 212-34-965.

6. NOTE: The records of the County Treasurer indicate that the land was exempt from taxes for the year 2020.
(Affects a portion of the Land)
7. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
8. Provide proper notification prior to the closing of this transaction to Thomas Title & Escrow for an inspection to be completed and to disclose any additional exceptions and/or requirements.

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9. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.
10. 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 shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: if a Zoning Endorsement is requested, Items 6(a) and 6(b) 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 Thomas Title & Escrow.

11. **INTENTIONALLY OMITTED** - Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Ohio; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Nationwide Realty Investors, LTD., LLC, a limited liability company.

NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.

12. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of NWGH, LLC, a limited liability company.

NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.

13. **REQUIREMENT SATISFIED** - File Patent with the Arizona State Land Department.
14. **REQUIREMENT SATISFIED** - Record Patent from State of Arizona to Nationwide Realty Investors, LTD., L.L.C., an Ohio limited liability company.
15. Record Warranty Deed from NWGH, LLC, to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: The Company reserves the right to make further requirements and/or exception based upon its review of the documentation submitted to satisfy the above requirements.

End of Schedule B - Section One

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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.

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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. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
10. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
11. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat No. 16 Core South recorded as Book 324 of Maps, Page 50, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat No. 27, Core North recorded as Book 344 of Maps, Page 29, 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).
13. Easements, restrictions, reservations, conditions and set-back lines as set forth on the State Plat No. 27 Amended Core North recorded as Book 352 of Maps, Page 28 and First Amendment recorded as Book 395 of Maps, Page 21, 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. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 416 of Maps, Page 13, 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).
15. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 1471 of Maps, Page 18, 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).
16. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 1542 of Maps, Page 25, 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. The terms, conditions and provisions contained in the document entitled Development Agreement recorded November 22, 2002 as 2002-1240137, of Official Records and First Amendment recorded November 7, 2011 as 2011-0923510, of Official Records and Second Amended and Restated recorded as 2017-0123362, of Official Records and Third Amended and Restated recorded as 2018-0456551 of Official Records and First Amendment to Third Amended and Restated recorded as 2018-0917804, of Official Records.

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18. All matters as set forth in Arizona State Land Search as disclosed by the following instruments:
- R/W NO. 16-91515 made by and between The State of Arizona and the Arizona Department of Transportation to amend rights of way.
- R/W NO. 16-119941 for the State of Arizona pending for Legacy Boulevard and Miller Road.
- R/W NO. 16-107671 made by and between The State of Arizona, grantor and the City of Scottsdale, grantee for public roadway and underground utilities, drainage easements and slope easements and recorded as 2005-0170020, of Official Records and re-recorded as 2006-0245905, of Official Records.
- Right of Entry Agreement No. 30-110159 (Extension of Term) by and between The State of Arizona, grantor and the City of Scottsdale, grantee for drainage easements.
19. An easement for right-of-way and incidental purposes recorded as 2000-0589276, of Official Records.
20. An easement for underground utilities and incidental purposes recorded as 2002-0527611, of Official Records.
21. All matters as set forth in Crossroads East Planning Unit Development Agreement, recorded June 15, 2018 as 2018-0456552, of Official Records.
22. All matters as set forth in Economic Development Agreement, recorded June 15, 2018 as 2018-0456553, of Official Records and First Amendment recorded as 2019-0991896, of Official Records.
23. All matters as set forth in Certificate of Purchase No. 53-119887, recorded December 4, 2018 as 2018-0889915, of Official Records; re-recorded April 23, 2019 as 2019-0286594, of Official Records and Supplement recorded as 2019-0286467, of Official Records.
24. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded as 2019-0286732, 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 Title 42, Section 3604(c), of the United States Codes.
25. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.
26. Any rights, interest or claims of parties in possession of the land not shown by the public records.

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

End of Schedule B - Section Two



First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

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

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

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

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

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

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

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

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products 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 this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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; and 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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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 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see “What Information Do We Collect About You” in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see “How Do We Collect Your Information”, “How Do We Use Your Information”, and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “How Do We Use Your Information” and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

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PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, 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.

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 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.

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 that need to know the 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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