



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

Issuing Agent: Title Security Agency, LLC
Issuing Office: 6390 E Tanque Verde Road, Tucson, AZ 85715
Commitment Number: 600230859
Issuing Office File Number: 600230859
Property Address: Various parcels Burris Rd., Casa Grande, AZ 85193
Revision Number: First Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **at (520)426-4600**

SCHEDULE A

1. Commitment Date: April 13, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Extended Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$350,000.00
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:](#)

James Dean Brady, Ernest Eugene Brady and Sandra Hooper, as co-Trustees of The James Dean Brady Living Trust, U/A dated November 11, 2015, as to Parcel Nos. 1 and 3 and

Ernest Eugene Brady and Marietta K. Brady, husband and wife, as joint tenants with right of survivorship, as to Parcel No. 2
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No.: 600230859

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

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

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
 - b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
 - c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
6. Pay second half of 2022 taxes.

NOTE: Taxes are assessed in the total amount of \$825.04 for the year 2022 under [Assessor's Parcel No. 503-34-002B 6](#).

(Affects Parcel No. 2)

7. All of 2022 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$2,015.44 for the year 2022 under [Assessor's Parcel No. 503-34-0030 9](#).

(Affects Parcel No.3 and Covers More Property)

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NOTE: Taxes are assessed in the total amount of \$763.28 for the year 2022 under [Assessor's Parcel No. 503-34-002A 8](#).

(Affects Portion of Parcel No. 1 and Covers More Property)

NOTE: Taxes are assessed in the total amount of \$101.40 for the year 2022 under [Assessor's Parcel No. 503-34-004A 6](#).

(Affects Portion of Parcel No. 1)

8. Payment in full of all assessments, late charges, transfer fees, and any other amounts due San Carlos Irrigation and Drainage District.
9. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$160,000.00, recorded February 16, 2007 as [2007-020662](#) of Official Records.
Dated: February 08, 2007
Trustor: Ernest Eugene Brady, a married man as his sole and separate property
Trustee: California Reconveyance Company, a California corporation
Beneficiary: Washington Mutual Bank

The beneficial interest in the Deed of Trust was assigned to Citibank, N.A., as Trustee, in trust for registered Holders of WaMu Asset-Backed Certificates WaMu Series 2007-HE3 Trust by Assignment recorded November 10, 2020 as [2020-116125](#) of Official Records.

(Affects Parcel No. 2)

10. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

(Affects Parcel Nos. 1 and 3)

11. 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, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

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

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12. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
13. Furnish certified copy of Trust Agreement dated November 11, 2015 known as James Dean Brady Living Trust, together with any modification or amendments thereto.
14. **DELETED INTENTIONALLY**
15. **DELETED INTENTIONALLY**
16. Furnish a copy of the Articles of Organization, stamped "filed" by the Arizona Corporation Commission; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Brady and Brady Properties, LLC, a limited liability company.
17. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
18. Approval by all parties to this transaction of the description used herein.

(Affects Parcel Nos. 1 and 3)
19. Evidence satisfactory to the Company that the deed executed by James Dean Brady, Ernest Eugene Brady and Sandra Hooper, as co-Trustees of the James Dean Brady Living Trust, U/A dated November 11, 2015 to Tyrone Brady and Stacy Brady, or their successors, as managers of Brady and Brady Properties, LLC , recorded September 11, 2019 as [2019-075600](#) of Official Records is valid.

(Affects Parcel No. 1)
20. **DELETED INTENTIONALLY**
21. Record Warranty Deed from James Dean Brady, Ernest Eugene Brady and Sandra Hooper, as co-Trustees of the James Dean Brady Living Trust, U/A dated November 11, 2015; Ernest Eugene Brady and Marietta K. Brady, Husband and Wife, as Joint Tenants with Right of Survivorship and Tyrone Brady and Stacy Brady, or their successors, as managers of Brady and Brady Properties, LLC to Buyer(s).

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.
22. Such further requirements as may be necessary after completion of the above.

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23. Return to title department for final recheck before recording.

NOTE: According to the Public Records, the following matters constitute the chain of title for the 24 month period preceding the Commitment Date hereof

OR

the last recorded instrument vesting title to the Land:

A document recorded June 07, 2007 as [2007-066900](#) of Official Records.

From: Ernest Eugene Brady, a married man as his sole and separate property

To: Ernest Eugene Brady and Marietta K. Brady, husband and wife, as joint tenants with right of survivorship

(Affects Parcel No. 2)

A document recorded November 12, 2015 as [2015-073176](#) of Official Records and re-recorded August 10, 2016 as [2016-052760](#) of Official Records.

From: James Dean Brady, a single man

To: James Dean Brady, Ernest Eugene Brady and Sandra Hooper, as co-Trustees of The James Dean Brady Living Trust, U/A dated November 11, 2015

(Affects Parcel No. 3)

A document recorded November 12, 2015 as [2015-073177](#) of Official Records.

From: James Dean Brady, a single man

To: James Dean Brady, Ernest Eugene Brady and Sandra Hooper, as co-Trustees of The James Dean Brady Living Trust, U/A dated November 11, 2015

(Affects Parcel No. 1)

A document recorded September 11, 2019 as [2019-075600](#) of Official Records.

From: James Dean Brady, Ernest Eugene Brady and Sandra Hooper, as co-Trustees of The James Dean Brady Living Trust, U/A dated November 11, 2015

To: Tyrone Brady and Stacy Brady, or their successors, as managers of Brady and Brady Properties, LLC

(Affects Parcel No. 1)

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land thereon. The Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the

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extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the Land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be used in connection with this Commitment.

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Commitment No.: 600230859

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.
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 of the Land.
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.

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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 full year of 2023.
(The first half is due October 1, 2023 and is delinquent November 1, 2023. The second half is due March 1, 2024 and is delinquent May 1, 2024.)
9. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
(All assessments due and payable are paid.)
10. Any charge upon said land by reason of its inclusion in San Carlos Irrigation and Drainage District.
(All assessments due and payable are paid.)
11. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
12. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
13. Right of way to construct, operate and maintain a telephone line as granted to consolidated Telephone and Telegraph and Electric Company by Agreement dated November 4, 1910 and recorded August 12, 1912 in [Book 28 of Deeds, Page 28](#) and in Deed to Mountain States Telephone and Telegraph Company, dated June 1, 1912 and recorded August 12, in [Book 27 of Deeds, Page 577](#).

(Affects all Parcels)
14. Certification by the Board of Supervisors of Pinal County, Arizona, recorded as [Docket 375, Page 572](#), purporting to establish a county roadway.

(Affects Parcel No. 3)
15. An easement for electrical lines and fixtures and incidental purposes in the document recorded as [Docket 1009, Page 373](#).

(Affects Parcel No. 1)
16. An easement for transmission and distribution of electricity and incidental purposes, recorded as [Docket 1033, Page 495](#).

(Affects Parcel No. 3)

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17. This item has been intentionally deleted.
18. An easement for electrical transmission and incidental purposes, recorded as [2000-016317](#) of Official Records and re-recorded as [2000-021360](#) of Official Records.

(Affects Parcel No. 3)
19. An easement for electrical transmission and incidental purposes, recorded as [2000-028377](#) of Official Records and Conveyance of Easement Interests recorded as [2003-088134](#) of Official Records.

(Affects Parcel No. 3)
20. All matters as set forth in Record of Survey, recorded as Fee No. [2017-071866](#).

(Affects Parcel Nos. 1 and 3)
21. All matters as set forth in Record of Survey, recorded as Fee No. [2018-013167](#).

(Affects Parcel Nos. 1 and 3)
22. All matters as set forth in Illinois-Ethington Annexation Petition, recorded March 23, 2021 as [2021-035416](#) of Official Records.

(Affects Parcel No. 3)
23. All matters as set forth in Ordinance No. 3259, recorded May 28, 2021 as [2021-067326](#) of Official Records.

(Affects Parcel No. 3)
24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.
27. This item has been intentionally deleted.
28. This item has been intentionally deleted.
29. This item has been intentionally deleted.

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30. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

(Affects Parcel Nos. 1 and 3)

31. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by _____ on _____, designated Job Number _____:

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

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

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

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EXHIBIT A

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

PARCEL NO. 1:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTH OF THE MARICOPA-CASA GRANDE HIGHWAY AND THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, AND THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTH OF THE MARICOPA-CASA GRANDE HIGHWAY AND THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THE SOUTH 33 FEET THEREOF AS GRANTED IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 29, 2021 AS [2021-149843](#), OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION DESCRIBED IN JOINT TENANCY DEED RECORDED NOVEMBER 02, 1989 IN [DOCKET 1638, PAGE 983](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 13, TOWNSHIP 6 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13,

THENCE NORTH 89°58'12" EAST, A DISTANCE OF 649.50 FEET;

THENCE NORTH 04°04'12" EAST, A DISTANCE OF 33.00 FEET, TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE, NORTH 04°04'12" EAST, A DISTANCE OF 221.04 FEET;

THENCE NORTH 89°58'12" EAST, A DISTANCE OF 120.69 FEET;

THENCE SOUTH 04°04'12" WEST, A DISTANCE OF 221.04 FEET;

THENCE SOUTH 89°58'12" WEST, A DISTANCE OF 120.69 FEET, TO THE TRUE POINT OF BEGINNING;
AND

EXCEPT ANY PORTION DESCRIBED IN RESOLUTION RECORDED NOVEMBER 17, 2021 AS [2021-145973](#) OF OFFICIAL RECORDS.

PARCEL NO. 2:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 13, TOWNSHIP 6 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE

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AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13,

THENCE NORTH 89°58'12" EAST, A DISTANCE OF 649.50 FEET;

THENCE NORTH 04°04'12" EAST, A DISTANCE OF 33.00 FEET, TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE, NORTH 04°04'12" EAST, A DISTANCE OF 221.04 FEET;

THENCE NORTH 89°58'12" EAST, A DISTANCE OF 120.69 FEET;

THENCE SOUTH 04°04'12" WEST, A DISTANCE OF 221.04 FEET;

THENCE SOUTH 89°58'12" WEST, A DISTANCE OF 120.69 FEET, TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (W ½ SW ¼ SW ¼ SW ¼) OF SECTION THIRTEEN (13), TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT NORTH 00 DEGREES 06 MINUTES EAST 660 FEET FROM THE SECTION CORNER FOR SECTIONS 13, 14, 23 AND 24, TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 0 DEGREES 6 MINUTES EAST 722 FEET TO THE CENTER LINE OF THE CASA GRANDE-MARICOPA ROAD;

THENCE SOUTH 53 DEGREES 50 MINUTES EAST FOLLOWING SAID CENTER LINE OF SAID ROAD 417 FEET;

THENCE SOUTH 0 DEGREES 6 MINUTES WEST 480 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES WEST 331.15 FEET TO THE POINT OF COMMENCING, BEING SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION (13), TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

ALSO TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 13 & 24, TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E) 331.15 FEET EAST OF THE SECTION CORNER FOR SECTIONS 13, 14, 23 AND 24, TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

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THENCE NORTH 0 DEGREES 14 MINUTES EAST 1140 FEET TO THE CENTER LINE OF THE CASA GRANDE-MARICOPA HIGHWAY;

THENCE SOUTH 53 DEGREES 50 MINUTES EAST FOLLOWING THE CENTER LINE OF SAID HIGHWAY 405 FEET;

THENCE SOUTH 0 DEGREES 14 MINUTES WEST 900 FEET TO THE SECTION LINE BETWEEN SECTIONS 13 AND 24, TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E);

THENCE WEST FOLLOWING SAID SECTION LINE 331.15 FEET TO THE POINT OF COMMENCING, BEING SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION (13), TOWNSHIP SIX SOUTH (T6S), RANGE FIVE EAST (R5E), GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THE SOUTH 33 FEET THEREOF AS GRANTED IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 24, 2021 AS [2021-149834](#), OF OFFICIAL RECORDS; AND

EXCEPT ANY PORTION DESCRIBED IN RESOLUTION RECORDED NOVEMBER 17, 2021 AS [2021-145973](#) OF OFFICIAL RECORDS.

PARCEL NO. 4:

INTENTIONALLY DELETED

PARCEL NO. 5:

INTENTIONALLY DELETED.

PARCEL NO. 6:

INTENTIONALLY DELETED.

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ALTA 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.

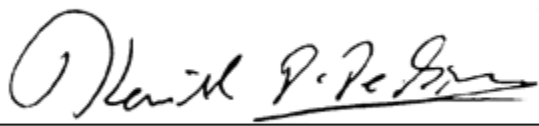
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

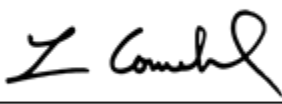
COMMITMENT TO ISSUE POLICY

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 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

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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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.

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- 3.** The Company's liability and obligation is limited by and 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.
- 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**
- 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:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - 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.
 - 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.
 - 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.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - 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.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 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.

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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>.

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