

Section 9: Closing

At Closing, Seller and as appropriate Buyer shall execute and deliver, or otherwise provide the following items:

9.1 Deed. A Special Warranty Deed in recordable form conveying title to the Property.

9.2 Owner's Affidavit. An affidavit of title given by Seller sufficient to obtain extended coverage (if requested by Buyer) and satisfy Title Objections which Seller is required by this Agreement to cure.

9.3 Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

9.4 Miscellaneous. Such miscellaneous items as Title Company may require for closing the transaction, including without limitation, evidence of Seller and Buyer's authority to consummate the Closing.

Section 10: Brokers

Seller and Buyer represent to each other that they have not engaged the services of any agent or broker for the sale/purchase of the Property, other than (i) PICOR by Seller, and (ii) CHAPMAN LINDSEY Commercial Real Estate Services, L.L.C., by Buyer. Seller agrees to pay a sales/brokerage commission in the sum of six percent (6%) of the Purchase Price (the "**Commission**") only if, as and when the Closing shall occur to be divided equally between PICOR and CHAPMAN LINDSEY Commercial Real Estate Services, L.L.C. The parties authorize the Title Company to pay the Commission in accordance with direction from such parties. Each party warrants and represents that no other broker, finder, or other person is entitled to a commission, finder's fee or other compensation in connection with this Agreement, and each party shall indemnify and hold harmless the other from any and all claims, liabilities, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees, arising from the claim of any other broker, finder or other person for such compensation, arising by, under or through such party. The provisions of this Section shall survive the Closing or any earlier termination of this Agreement.

Section 11: Risk of Loss

11.1 Damages \$50,000 or Greater. If before Closing and delivery of the deed, the Property is damaged or destroyed by fire or other casualty and the estimated cost of repair, restoration or replacement is equal to or more than Fifty Thousand and No/100 Dollars (\$50,000), in the aggregate Buyer shall have the right (i) to terminate this Agreement by written notice to Seller, within ten (10) Business Days following Seller's notice to Buyer, in which event the Earnest Money Deposit shall be returned to Buyer, or (ii) to advise Seller in writing that it elects to accept title to the Property in its damaged condition, in which case Seller shall at Closing assign and turn over to Buyer all insurance proceeds payable or paid as a consequence of such casualty and shall give Buyer a credit against the Purchase Price for the amount of the deductible portion of the claim. If Buyer fails

to give notice of its election to Seller within said ten (10) day period, then Buyer shall be deemed to have elected alternative (ii) above in this Section. In the event Buyer elects or is deemed to have elected the option described in clause (ii) of the preceding sentence, Seller shall fully cooperate with Buyer in the adjustment and settlement of all insurance claims.

11.2 Damages less than \$50,000. Any damage to the Property from fire or other casualty costing less than Fifty Thousand and No/100 Dollars (\$50,000) to repair, restore or replace shall be repaired, restored or replaced by Seller prior to the Closing Date if reasonably possible, or else Buyer shall accept title to the Property in its damaged condition, in which case Seller shall give Buyer a credit at Closing for the actual cost to repair, restore or replace the Property to the condition it was prior to the damage, which cost shall not exceed Fifty Thousand and No/100 Dollars (\$50,000).

11.3 Dispute as to Cost of Repair, Restoration or Replacement. In the event of a dispute between Seller and Buyer concerning the cost of repair and/or replacement and/or restoration with respect to the matters set forth in this Section, a professional architect designated by Seller and a professional architect designated by Buyer shall select an independent professional architect licensed to practice in the jurisdiction where the Property is located who shall resolve such dispute. All fees, costs and expenses of such third architect so selected shall be shared equally by Buyer and Seller.

Section 12: Condemnation

If any portion of the Property is condemned or under or subject to condemnation proceedings or threatened to be condemned pursuant to a notice of taking by appropriate authority prior to the Closing Date, Seller shall promptly notify Buyer and Title Company of such facts. If a material portion of the Property is subject to such condemnation or condemnation proceedings or condemnation threat, then by notice given by Buyer to Seller and Title Company, within ten (10) Business Days following Seller's notice to Buyer, Buyer shall elect in writing to either (a) terminate this Agreement whereupon the Earnest Money Deposit shall be paid to Buyer and thereafter all rights, obligations and liabilities of the parties shall terminate, except for those set forth herein which expressly survive the termination of this Agreement, or (b) consent to purchase the Property subject to the condemnation and Buyer shall at Closing receive an assignment from Seller of all of Seller's rights in and to any condemnation award, whereupon this Agreement shall continue in full force and effect and any award or payment in lieu of condemnation received by Seller prior to the Closing shall be credited against the Purchase Price at Closing. For purposes of this Section, a "material" portion of the Property is defined to mean a portion of the Property having a fair market value of \$100,000 or more, a portion which would materially and adversely affect the use of any remaining portion of the Property for its intended purpose (including access and parking), or a portion which would result in an abatement of rent payable under any Lease or the termination of any Lease (which is not waived by the applicable Tenant(s)). If Buyer shall fail to give notice of its election to Seller within said ten (10) day period or if the portion of the Property subject to such condemnation or condemnation proceedings or threat of condemnation is not a material portion of the Property, then in either such case, Buyer shall be deemed to have elected alternative (b) above in this Section. Seller shall not settle any condemnation or eminent domain proceeding without Buyer's consent.

Section 13: Notices

All notices, consents, approvals, waivers, and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when sent by (a) certified mail, return receipt requested, (b) prepaid overnight commercial delivery service (such as FedEx, UPS or Airborne) with proof of delivery, or (c) electronic e-mail transmission:

13.1 To Seller:

GOLD RING HOLDINGS, LLC
c/o Thrivent Financial for Lutherans
Attention: Dean Bussey
625 Fourth Avenue South
Minneapolis, MN 55415

Email: dean.bussey@thrivent.com

13.2 To Buyer:

Faith Christian Fellowship of Tucson, Inc.
Attn: John Smith
2425 N. Huachuca, Suite 111
Tucson, Arizona 85745

Email: john@fcftucson.org

To Buyer's Broker:

CHAPMAN LINDSEY Commercial Real Estate Services, L.L.C.
Attn: Alan G. Moore
7411 E. Tanque Verde Road
Tucson, Arizona 85715

Email: alanm@chapmanlindsey.com

13.3 To Title Company:

Lawyers Title Insurance Corporation
Attn: Irma Hickman
2398 E. Camelback Rd., Ste. 350
Phoenix, AZ 85016

Email: IHickman@ltic.com
Fax: 602-263-0433

or to such other address as any party hereto shall designate by like notice given to the other parties hereto. Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date which is the earlier of (i) actual receipt, (ii) the third (3rd) Business Day following the post marked date (affixed by the United States Postal Service), of the mailing thereof as aforesaid, (iii) one (1) Business Day following deposit thereof with an overnight commercial delivery service when sent by overnight commercial delivery service, or (iv) upon confirmation of receipt as aforesaid if sent by electronic mail transmission.

Section 14: Miscellaneous

14.1 Entire Agreement. This Agreement, together with exhibits referenced herein, integrates and supersedes all other oral or written agreements and understandings of the parties and comprises the entire agreement among them with regard to the matters herein. This Agreement may not be changed, modified or amended except in writing, signed by both parties.

14.2 Assignment. This Agreement may not be assigned.

14.3 Counterpart Signatures. This Agreement or Amendments thereto may be executed in any number of counterparts, which counterparts when considered together shall constitute a single, binding, valid and enforceable Agreement.


14.4 Time of The Essence. Time is of the essence with regard to the provisions of this Agreement.

14.5 Choice of Law. This Agreement shall be interpreted according to the laws of the State of Arizona.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

SELLER:

Gold Ring Holdings, LLC,
a Delaware limited liability company

By: 
Name: Paul R. Binder
Title: Vice President

Dated: April 16, 2014

BUYER:

Faith Christian Fellowship of Tucson, Inc.,
an Arizona non-profit corporation

By: 

Name: Virgil L. Stokely

Title: President

Dated: April 15, 2014

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1

That portion of Lots 1 and 2 in Section 5, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the Southwest corner of Glenn Point Estates, a subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 12 of Maps and Plats at page 36;

Thence North 0 degrees 15 minutes 00 seconds West, along the West line of said Glenn Point Estates, 310.0 feet to the TRUE POINT OF BEGINNING;

Thence continue North 0 degrees 15 minutes 00 seconds West, along the West line of said Glenn Point Estates and its northerly projection, 385.69 feet to the South right-of-way line of Ironwood Hills Drive as said road is shown in Book 7 of Road Maps at page 52;

Thence North 89 degrees 58 minutes 55 seconds West, along the South right-of-way line of said Ironwood Hills Drive, 45.82 feet to a point of curve on said Southerly right-of-way;

Thence Westerly around a curve concave to the South on the Southerly right-of-way of Ironwood Hills Drive with a central angle of 9 degrees 22 minutes 03 seconds and a radius of 1115.92 feet, a distance of 182.45 feet to the Northeast corner of that certain parcel of land dedicated to Pima County by Docket 7050 at page 489;

Thence South 9 degrees 20 minutes 59 seconds East, on a radial line on the Easterly line of that certain parcel dedicated to Pima County by Docket 7050 at page 489, a distance of 20.0 feet to the Southeast corner thereof;

Thence Southwesterly around a curve concave to the South on the South line of that certain parcel dedicated to Pima County by Docket 7050 at page 489, with a radius of 1095.92 feet and a central angle of 8 degrees 16 minutes 11 seconds, a distance of 158.18 feet to a point of compound curve on the Southerly line of that certain parcel dedicated to Pima County by docket 7050 at page 489;

Thence Southwesterly around a curve concave to the Southeast on the Southerly line of that certain parcel conveyed to Pima County by Docket 7050 at page 489 with a radius of 25.0 feet and a central angle of 72 degrees 51 minutes 46 seconds, 31.79 feet to a point of tangency on the Easterly right-of-way of Cosby Avenue as said road is described in Docket 1101 at page 368;

Thence South 0 degrees 28 minutes 55 seconds East, along the Easterly right-of-way line of Cosby Avenue, 292.05 feet to a point 310.0 feet Northerly from the Southwest corner of that certain parcel described in Docket 7624 at page 1003;

Thence North 89 degrees 45 minutes 00 seconds East parallel to the South line of that certain parcel described in Docket 7624 at page 1003, a distance of 394.56 feet (measured), 420.0 feet (record) to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to Pima County by Docket 8192 at page 1283.

Parcel 2

27C101 (6/06) ALTA Commitment - 2006

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Page 2



EXHIBIT A
(Continued)

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Thence North 0 degrees 15 minutes 00 seconds West, along the West line of said Glenn Point Estates, 243.73 feet to the TRUE POINT OF BEGINNING;

Thence continue North 0 degrees 15 minutes 00 seconds West, along the West line of said Glenn Point Estates, 66.27 feet;

Thence South 89 degrees 45 minutes 00 seconds West, at right angles to the West line of said Glenn Point Estates, 394.56 feet to the Easterly right-of-way line of Cosby Avenue as said road is described in Docket 1101 at page 368;

Thence South 0 degrees 28 minutes 59 seconds East, along said Easterly right-of-way line of Cosby Avenue, 66.27 feet;

Thence North 89 degrees 45 minutes 00 seconds East, 394.29 feet to the TRUE POINT OF BEGINNING.

APN: 116-04-120A





The Word and The Spirit
Keepin' it real

FAITH CHRISTIAN FELLOWSHIP



Details of Activity

Sunday

8am Prayer Meeting (1hour)

10am Church Service

Monday

9am Prayer Meeting (1hour)

Tuesday

9am Prayer Meeting (1hour)

9am - 2pm Office Hours

7pm Church Service

Wednesday

9am Prayer Meeting (1hour)

9am - 2pm Office Hours

5:30pm AA Meeting

Thursday

8:30am Prayer Meeting

9am - 2pm Office Hours

7pm Bible School (varying schedule)

Friday

9am Prayer Meeting

9am - 2pm Office Hours

Saturday

8am Prayer Meeting

5:30pm Recovery Meeting

Faith Christian Fellowship of Tucson

3141 W. Ironwood Hill Dr.

Tucson, AZ 85745

(520) 792-FCFT (3238)

www.fcftucson.org

The Word and the Spirit; Keepin' it Real!

Virgil Stokes, Senior Pastor

Service Times:

Sunday 10am

Tuesday 7pm

Borrowing Resolution

I, the Secretary of Faith Christian Fellowship of Tucson, Inc. (hereafter the "Congregation"), located in the City of Tucson, State of Arizona, do hereby attest as follows:

An/a ☐ annual or ☐ regular or ☒ special meeting of the Congregation was held on the 16th day of April, 2014, at 10 o'clock A. M.

Notice. Notice of the meeting was given in conformity with the Congregation's Constitution and Bylaws by announcing the meeting on the following date: Sunday, April 13th, 2014.

Attendance. The total number of voting members for the congregation currently is 4. The meeting was attended by 4 voting members which constitutes a quorum.

Resolution. The Trustees resolved to borrow the sum of up to \$936,000 payable over a term of up to 10 years ("Loan"), from Thrivent Financial for Lutherans for the purpose of acquiring real property and improvements located at 3141 West Ironwood Hills Drive, Tucson, Arizona and resolved that the Trustees, or such other officers as may be authorized by the Constitution and Bylaws, are authorized to negotiate terms and conditions for the Loan which will be secured by a mortgage on all or any portion of the Congregation's property including any extensions in the payment dates or due dates. The persons holding the following offices are authorized to execute all documents for the Loan:

Virgil L. Stokes President


John C. Smith Vice-President

I certify that attached to this Resolution is a true, correct, and complete copy of our Constitution and Bylaws. A resolution was passed in accordance with the Constitution and Bylaws of the Congregation and was adopted by the following vote:

Number of votes for the resolution: 4

Number of votes against the resolution: 0

Dated: April 22, 2014


Printed Name: Valarie A. Smith
Secretary



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, **Fidelity National Title Insurance Company** has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Natalie Bombardieri

Authorized Signature

BY  President
ATTEST  Secretary

Authorized Signature

Escrow Officer: **Irma Hickman**
Commonwealth Land Title Insurance Company
2398 E. Camelback Road, Suite 230
Phoenix, AZ 85016

Lawyers Title National Commercial Services
Representing Fidelity National Title Insurance Company

SCHEDULE A

Commitment No.: **14000302-040-IH3**

1. Effective Date: **February 6, 2014 at 5:00 p.m.**
2. Policy or Policies to be issued: Amount of Insurance:

ALTA 2006 Extended Owner's Policy	\$1,040,000.00
Proposed Insured:	
Faith Christian Fellowship of Tucson, Inc., an Arizona non-profit corporation	
ALTA 2006 Extended Loan Policy	\$936,000.00
Proposed Insured:	
Thrivent Financial for Lutherans, a Wisconsin corporation, its successors and/or assigns, as its interests may appear	
None	\$0.00
Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE
4. Title to said estate or interest in said land is at the effective date hereof vested in:

Gold Ring Holdings, LLC, a Delaware limited liability company
5. The land referred to in this commitment is described as follows:

See Exhibit A attached hereto and by reference made a part hereof.

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LEGAL DESCRIPTION

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EXCEPTING THEREFROM that portion conveyed to Pima County by Docket 8192 at page 1283.

Parcel 2

EXHIBIT A
(Continued)

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Thence North 89 degrees 45 minutes 00 seconds East, 394.29 feet to the TRUE POINT OF BEGINNING.

APN: 116-04-120A

SCHEDULE B – Section I

REQUIREMENTS

The following are the requirements to be complied with:

1. An inspection of said Land will be ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
2. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Gold Ring Holdings, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B – Section I
(Continued)

4. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the church named below:

Name of Church: Faith Christian Fellowship of Tucson, Inc., an Arizona nonprofit corporation

- a) Proof of incorporation from the state or other place of incorporation
- b) A copy of its discipline, by-laws or other regulations authorizing real estate transactions
- c) A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to represent the church

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

5. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Gold Ring Holdings, LLC, a Delaware limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Furnish for recordation a full release of the mortgage

Amount: \$299,000.00
 Dated: January 4, 2002
 Mortgagor: Community of Hope Lutheran Church, Inc., an Arizona non-profit corporation
 Mortgagee: Aid Association for Lutherans, a Wisconsin corporation
 Recording Date: January 30, 2002
 Recorded in Docket: 11726
 Page: 6507

Thereafter amended in First Amendment recorded October 15, 2009, in Docket 13664, page 2521.

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Gold Ring Holdings, LLC, a Delaware limited liability company
 Loan No.: 84110
 Recording Date: March 22, 2013
 Sequence No: 20130810635

A release of mortgage which purports to release said mortgage. The release is not sufficient for the reason stated

Reason: Thrivent Financial for Lutherans executed the release as mortgagee, when mortgagee of record is Gold Ring Holdings, LLC

Release Recording Date: May 16, 2013
 Release Sequence No: 20131360686

SCHEDULE B – Section I
(Continued)

7. Furnish for recordation a deed as set forth below:

Type of deed: Special Warranty Deed
Grantor(s): Gold Ring Holdings, LLC, a Delaware limited liability company
Grantee(s): Faith Christian Fellowship of Tucson, Inc., an Arizona nonprofit corporation

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

8. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: Faith Christian Fellowship of Tucson, Inc., an Arizona nonprofit corporation
Beneficiary: Thrivent Financial for Lutherans

Tax Note:

Year: 2013
Tax Parcel No: 116-04-120A
Total Tax: EXEMPT
First Installment Amount: EXEMPT
Second Installment Amount: EXEMPT

END OF SCHEDULE B – SECTION I

SCHEDULE B – SECTION II**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. (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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
5. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2014.
8. Reservation contained in the Patent from the United States of America recorded in Book 245 of Deeds, page 62, reading as follows:
SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.
9. Water rights, claims or title to water, whether or not disclosed by the public records.
10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recorded in Docket: 8165
Page: 1077

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: non-access
Recorded in Docket: 8192
Page: 1232

SCHEDULE B – Section II
(Continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Purpose: electric lines and facilities
Recorded in Docket: 13258
Page: 3040
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Purpose: water pipes or mains
Recorded in Docket: 13332
Page: 4428
14. Terms, covenants and provisions of a “License for Right-of-Way Encroachment” recorded in Docket 13854, page 535, which among other things provides for a sign within the Ironwood Hills Drive right-of-way.
15. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B – SECTION II

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Commonwealth Land Title Insurance Company

DISCLOSURE STATEMENT

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

- (a) Print must be ten-point type or larger.
- (b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including, but not limited to, notaries, signatures, and page numbers.
- (c) Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

Arizona notaries who have renewed their commission after July 20, 1996 must use an ink seal; embosser seals will not be accepted subsequent to such renewal.

The title insurer may offer a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. This disclosure requirement applies only to transactions involving a buyer and seller of a residential dwelling and shall be made when the buyer or seller employs the escrow agent.

Fidelity National Financial, Inc.

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries (“FNF”) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

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

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Effective Date: 5/1/2008

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured

mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which 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. Proceedings by a public agency which 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. 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.
5. (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.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.

2. 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.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (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.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy

which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which 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. Proceedings by a public agency which 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
2. Any facts, rights, interests, or claims that are not shown in 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (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.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

- a. building
- b. zoning
- c. Land use
- d. improvements on Land
- e. land division
- f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

a. notice of exercising the right appears in the Public Records at the Policy Date; or

b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.

b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

MIKE BOYD, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

09/26/89
16:00:00

W
COMMUNITY HOPE LUTHERAN CHURCH

3141 W IRONWOOD HILL
TUCSON AZ 85745

NO. OF PAGES: 005
SEQUENCE: 89120475
DOCKET: 08630 PAGE: 1960

5 PAGES	AT	\$	5.00
CONVERSION FEE			3.00
0 AFFIDAVIT	AT 2.00 EACH		.00
0 COPIES	AT 1.00 EACH		.00
1 POSTAGE	AT 1.00 EACH		1.00
0 SEARCHES	AT 10.00 EACH		.00

RECORDING TYPE: WARRANTY DEED
GRANTOR: AMERICAN LUTHERAN CHURCH
GRANTEE: COMMUNITY OF HOPE LUTHERAN CHURCH INC

TOTAL 9.00

CEO
DEPUTY RECORDER

2005 REC4 AMOUNT PAID \$ 9.00
AMOUNT DUE \$.00

MAIL

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT

DO NOT DETACH CERTIFICATE FROM DOCUMENT

8630 1960

DO NOT DETACH CERTIFICATE FROM DOCUMENT

Mail to:

Community of Hope
Lutheran Church
3141 W. Ironwood Hill
Dr.
Tucson, AZ 85745

PIMA COUNTY RECORDER
RICHARD KENNEDY, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

10/02/87
13:19:00

SEQUENCE: 8713133 SCKET: 88133 PAGE: 1813
RECORDING TYPE: WARRANTY DEED
GRANTOR: AMERICAN LUTHERAN CHURCH
GRANTEE: COMMUNITY OF HOPE LUTHERAN CHURCH INC

REZMS
EZ MESSENGER ATTORNEY SERVICE

60 W ALAMEDA
TUCSON AZ 85701
602-623-8436

JEB
DEPUTY RECORDER

4 PAGES	AT	5.00
CONVERSION FEE		3.00
1 AFFIDAVIT	AT 2.00 EACH	2.00
0 COPIES	AT 1.00 EACH	.00
0 POSTAGE	AT 1.00 EACH	.00
0 SEARCHES	AT 10.00 EACH	.00

TOTAL 10.00

AMOUNT PAID * 10.00
2012 REC3 AMOUNT DUE * .00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT



8630 1961

8133 1813

Document is
being re-recorded
to correct sequence
page order. cm

Exempt B-2

STATE OF ARIZONA

County of

ss. I hereby certify that this within instrument was filed and recorded

Fee No.

In DOCKET

and indexed in book

at the request of

When recorded, mail to:
HAWLEY & NYSTEDT, P.C.
P.O. Box 31657
Tucson, AZ 85751-1657

Witness my hand and official seal

County Recorder

Composed
Abstracted
Foot

By

Deputy Recorder

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, THE AMERICAN LUTHERAN CHURCH, a nonprofit Minnesota corporation,

hereafter called the Grantor, whether one or more than one, hereby conveys to THE COMMUNITY OF HOPE LUTHERAN CHURCH, INC., an Arizona nonprofit corporation,

the following real property situated in PIMA County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

See Exhibit "A" for legal description, attached hereto and made a part hereof by reference.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated this 22nd day of September, 1987.

THE AMERICAN LUTHERAN CHURCH

By David H. Roake
David H. Roake, Executive Secretary of
its Board of Trustees

By Donald R. Hall
Donald R. Hall, Chairman of
its Board of Trustees

STATE OF WASHINGTON
County of Spokane

This instrument was acknowledged before me this 23rd day of September, 1987.

Charlotte J. Hest
Notary Public

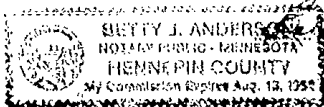
My commission will expire

STATE OF MINNESOTA
County of Hennepin

This instrument was acknowledged before me this 25th day of September, 1987.

Betty J. Anders
Notary Public

My commission will expire
FROM 8-12



FURNISHED THROUGH THE COURTESY OF TRANSAMERICA TITLE INSURANCE COMPANY

8630 1982

8133 1014



SURVEYS

SUBDIVISIONS

ROBERT M. ELLEN
REGISTERED PROFESSIONAL SURVEYORJob 187-106
Sheet 1 of 2

880-1012 / 1280 W. MOHAVE / TUCSON, ARIZONA 85705

Exhibit "A"
LEGAL DESCRIPTION
Parcel "B"

That portion of Lot 1 and Lot 2, Section 5, Township 14
South of Range 13 East, Gila and Salt River Base and Meridian,
Pima County, Arizona, described as follows:

Beginning at the Southwest corner of Glenn Point Estates
as said subdivision is shown in Book 12 of Maps and Plats at
Page 36 in the Records of the Pima County Recorder

Thence North $0^{\circ} 15' 00''$ West along the West line of said
Glenn Point Estates, 310.0 feet to the true point of beginning
of the parcel herein described

Thence continue North $0^{\circ} 15' 00''$ West along the West line
of said Glenn Point Estates and its Northerly projection, 385.69
feet to the South right-of-way line of Ironwood Hills Drive as
said road is shown in Book 7 of Road Maps at Page 52 in the Records
of the Pima County Recorder

Thence North $89^{\circ} 58' 55''$ West along the South right-of-way line
of said Ironwood Hills Drive, 45.82 feet to a point of curve on said
Southerly right-of-way

Thence Westerly around a curve concave to the South on the
Southerly right-of-way of Ironwood Hills Drive with a central angle
of $9^{\circ} 22' 03''$ and a radius of 1115.92 feet, a distance of 182.45 feet
to the Northeast corner of that certain parcel of land dedicated to
Pima County by Docket Book 7059 at Page 489-492

8830 1962

5135 1816

SURVEYS

SURVYING

Job 107-106
Sheet 2 of 2

ROBERT F. MELLEN
REGISTERED LAND SURVEYOR

605-1012 / 1250 W. MCRAVE / TUCSON, ARIZONA 85708



LEGAL DESCRIPTION
Parcel "R"

Thence South $9^{\circ} 20' 59''$ East on a radial line on the Easterly side of that certain parcel dedicated to Pima County by Docket Book 7050 at Page 489-492, 20.0 feet to the Southeast corner thereof

Thence Southwesterly around a curve concave to the South on the South line of that certain parcel dedicated to Pima County by Docket Book 7050 at Page 489-492 with a radius of 1092.92 and a central angle of $3^{\circ} 16' 11''$, a distance of 158.18 feet to a point of compound curve on the Southerly line of that certain parcel dedicated to Pima County by Docket Book 7050 at Page 489-492

Thence Southwesterly around a curve concave to the Southeast on the Southerly line of that certain parcel conveyed to Pima County by Docket Book 7050 at Page 489-492 with a radius of 25.0 feet and a central angle of $72^{\circ} 51' 46''$, 31.79 feet to a point of tangency on the Easterly right-of-way of Cosby Avenue as said road is described in Docket Book 1101 at Page 368

Thence South $0^{\circ} 28' 55''$ East along the Easterly right-of-way of Cosby Avenue, 292.05 feet to a point 310.0 feet Northerly from the Southwest corner of that certain parcel described in Docket Book 7624 at Page 1003

Thence North $89^{\circ} 45' 00''$ East parallel to the South line of that certain parcel described in Docket Book 7624 at Page 1003, 394.56 feet (measured) 420.0 feet (record) to the true point of beginning. Containing 142,790 square feet, 3.28 acres.

8630 1964 8135 1815

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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: KJM
DEPUTY RECORDER
8013 ROOD



DOCKET: 11726
PAGE: 6504
NO. OF PAGES: 3
SEQUENCE: 20020201459
01/30/2002
WTDEED 17:30

TLATI
COMMUNITY OF HOPE LUTHERAN CHURCH
3141 WEST IRONWOOD HILLS DR
TUCSON AZ 85745

MAIL

AMOUNT PAID \$ 10.00

00423097--024-PT

Correction Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota Non-Profit Corporation, formerly known as ELCA Loan Fund

do/does hereby convey to

The Community of Hope Lutheran Church, Inc., an Arizona Non-Profit Corporation

the following real property situated in Pima, County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Pursuant to ARS 11-1134, EXEMPT from affidavit of property value, per B-2.

This deed is being recorded for the purpose of correcting that certain Warranty Deed recorded October 27, 1992 in Docket 9405 at page 2201 which contained an erroneous legal description. The footage of 384.56 stated in paragraph 5 is hereby corrected to read 394.56 as stated in Exhibit A attached.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this 24th day of January, 2002.

Mission Investment Fund of the Evangelical Lutheran Church in America, a Minnesota non-profit corporation

A handwritten signature in dark ink, appearing to read "Harvey Olson", is written over a horizontal line.

Harvey Olson, Vice President

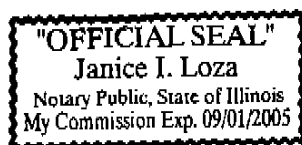
1
1
7
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1

STATE OF ILLINOIS

County of Cook

} ss

This instrument was acknowledged before me this
25th day of January, 2002 by Harvey
Olson, Vice President of Mission Investment
Fund of the Evangelical Lutheran Church in
America, a Minnesota non-profit corporation.



Janice I. Loza
Notary Public
My commission will expire 9-1-05

LEGAL DESCRIPTION

Parcel 2

That portion of Lots 1 and 2 in Section 5, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the Southwest corner of Glenn Point Estates, a subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 12 of Maps and Plats at page 36;

Thence North 0 degrees 15 minutes 00 seconds West, along the West line of said Glenn Point Estates, 243.73 feet to the TRUE POINT OF BEGINNING;

Thence continue North 0 degrees 15 minutes 00 seconds West, along the West line of said Glenn Point Estates, 66.27 feet;

Thence South 89 degrees 45 minutes 00 seconds West, at right angles to the West line of said Glenn Point Estates, 394.56 feet to the Easterly right-of-way line of Cosby Avenue as said road is described in Docket 1101 at page 368;

Thence South 0 degrees 28 minutes 59 seconds East, along said Easterly right-of-way line of Cosby Avenue, 66.27 feet;

Thence North 89 degrees 45 minutes 00 seconds East, 394.29 feet to the TRUE POINT OF BEGINNING.

(JV Arb 110)

1172065130