



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY

Stewart Title Guaranty Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Texas 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.

Countersigned by:

By:
Authorized Countersignature

Pioneer Title Agency, Inc.
532 E. White Mountain Blvd.
Pinetop, AZ 85935
(928) 367-1885



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance. 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.



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 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 protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
- 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 the purpose of providing closing or settlement services.

8. PROFORMA POLICY

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition 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.

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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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

Issuing Agent: Pioneer Title Agency, Inc.
Issuing Office: 532 E. White Mountain Blvd., Pinetop, AZ 85935
ALTA® Universal ID: 0000097
Loan ID Number:
Issuing Office File Number: 72111168-021-J37
Property Address: , , AZ
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: : **10/30/23 at 7:30 AM**

2. Policy to be issued:
 - (a) **ALTA Owners Policy 7-1-21 Standard Coverage**
Proposed Insured: **TO COME**
Proposed Amount of Insurance: **\$To Come**
The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:

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:
[Gorilla FarmCo, Inc., a Delaware corporation](#)

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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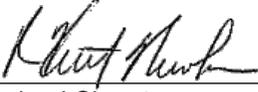


SCHEDULE A
(Continued)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

Stewart Title Guaranty Company



Authorized Signature

Note: Please direct all inquiries and correspondence to Jody Gomez, your escrow officer, at (928) 772-4800 or Jody.Gomez@PioneerTitleAgency.com. (PSW)

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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EXHIBIT A LEGAL DESCRIPTION

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

PARCEL NO. 1:

Lots 2, 3 and 4; South half of the North half and South half of Section 2, Township 14 North, Range 25 East of the Gila and Salt River Base and Meridian, Apache County, Arizona.

PARCEL NO. 2:

A portion of Section 11, Township 14 North, Range 25 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, described as follows:

Commencing on the East boundary of Section 11 at a point 200 feet North more or less of the Southeast corner of the Northeast quarter of Section 11;

Thence North and along the East boundary of Section 11 to the Northeast corner of Section 11;

Thence West and along the North boundary of said Section 11 to a point on the North boundary of said Section 11, 350 feet more or less West of the Northwest corner of the Northeast quarter of Section 11, where the Little Colorado River crosses the North boundary of Section 11;

Thence in a Southeasterly direction and along the North bank of said Little Colorado River to a point 200 feet North more or less of the Southeast corner of the Northeast quarter of said Section 11, where said river crosses the East boundary of Section 11, being the True Point of Beginning.

Except all oil, and gas rights as reserved in [Docket 48, page 562](#), records of Apache County, Arizona.

PARCEL NO. 3:

That portion of the West three-fourths of the West half of the West half of Section 12, Township 14 North, Range 25 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, lying North of the river bed of the Little Colorado River.

Except one-half of all oil and minerals as reserved in [Book 27 of Deeds, page 119](#), records of Apache County, Arizona.

PARCEL NO. 4:

The East half of the East half of Section 12, Township 14 North, Range 25 East of the Gila and Salt River Base and Meridian, Apache County, Arizona.

Except a one-fifth interest in all oil and gas, as reserved in [Docket 48, page 562](#), records of Apache County, Arizona.

PARCEL NO. 5:

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010-UN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

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EXHIBIT A
LEGAL DESCRIPTION
(Continued)

A portion of Section 13, Township 14 North, Range 25 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, described as follows:

Beginning at the Southeast corner of said Section 13, which is the True Point of Beginning;

Thence Westerly along the South Section line of said Section 13 to the Easterly boundary of U.S. Highway 260, as it existed on 28 October, 1953, and which point is 3195.2 feet, more or less, West of the Southeast corner of said Section 13;

Thence North 25 degrees 40 minutes West along the Easterly line of said U.S. Highway 260 and Main Street of the White Subdivision, as shown by the official plat of said subdivision on file in the office of the County Record of Apache County, Arizona, 1761.2 feet more or less to the center line of First Street;

Thence in a Northeasterly direction along the center line of First Street of said White Subdivision 400 feet to the Northwest corner of Block 20, of said White Subdivision;

Thence in a Northeasterly direction along the Northerly boundary of said Block 20 a distance of 500 feet to the Northeast corner of said Block 20;

Thence North 35 degrees 24 minutes East a distance of 1102 feet;

Thence North 45 degrees 50 minutes West a distance of 197 feet;

Thence North 48 degrees 20 minutes East a distance of 240 feet;

Thence North 28 degrees 0 minutes East 531 feet;

Thence North 08 degrees 30 minutes East a distance of 368 feet;

Thence North 43 degrees 20 minutes East a distance of 217 feet;

Thence North 40 degrees 30 minutes East a distance of 710 feet;

Thence North 08 degrees 10 minutes West a distance of 580 feet more or less to a point on the North section line of said Section 13;

Thence Easterly along the North section line of said Section 13 to the Northeast corner thereof;

Thence Southerly along the East section line of said Section 13 to the Point of Beginning.

Excepting all oil, gas and minerals as reserved in [Book 29 of Deeds, page 82](#), records of Apache County, Arizona.

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010-UN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

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EXHIBIT A
LEGAL DESCRIPTION
(Continued)

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010-UN ALTA Commitment for Title Insurance Exhibit A (07-01-2021)

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SCHEDULE B – PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAY all 2023 taxes.
6. RECORD Release and Reconveyance of Deed of Trust:

Amount \$525,000.00
 Dated April 12, 2019
 Recorded April 29, 2019
 Document No. [2019-002501](#)
 Trustor Gorilla FarmCo, Inc., a Delaware corporation
 Trustee Lawyers Title of Arizona, Inc., an Arizona corporation
 Beneficiary JMK Properties, LLC, an Arizona limited liability company

THE BENEFICIAL INTEREST under said Deed of Trust was assigned by instrument:

Recorded May 01, 2019
 Document No. [2019-002602](#)
 Assignee Forest Properties, Inc., an Arizona corporation

7. Proper Showing the Vacant Land/Confirmation Letter in the form approved by this Company has been physically mailed to the Owner's Address(s) shown in the Tax Assessor Records for the Assessor Parcel Number(s) set forth in this Commitment.
8. Confirm the notary in all documents to be recorded is an approved notary service or an employee of a Title Agent, Title Company, or Title Company Affiliate.

Any notary not set forth above is to be reviewed by a member of the Escrow Admin team/Chief Title Officer.

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

9. FURNISH currently certified copy of a Resolution of the Board of Directors of the Corporation named below, authorizing the execution and delivery by the proper officers of all instruments required to consummate this transaction. Said certification must be by an officer other than the officer(s) authorized to sign and must state that the Resolution has not been revoked:

Gorilla FarmCo, Inc., a Delaware corporation

10. COMPLIANCE by Gorilla FarmCo, Inc., a Delaware corporation with the provisions of A.R.S. 10-1501 et seq.
-or-
Proper showing that said corporation is in good standing in its domiciliary jurisdiction.

11. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the Proposed Insured Owner.

12. RECORD Deed from Gorilla FarmCo, Inc., a Delaware corporation to Proposed Insured Owner.

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

TAX NOTE:

Year 2023
Parcel No. [204-01-012A](#)
Total Tax \$1,570.56
First Half \$Unpaid
Second Half \$Unpaid

Year 2023
Parcel No. [204-01-012B](#)
Total Tax \$990.06
First Half \$Unpaid
Second Half \$Unpaid

Please note: The Apache Records Office is closed on Fridays.

PRIOR to recording, obtain current tax information from:

Apache County Treasurer Office
75 W. Cleveland
St. Johns, AZ 85936

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

(928) 337-7629

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

NONE.

NOTE: The address of said land is purported to be: , , **AZ**
The Company assumes no liability as to the validity and/or accuracy of any such address.

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

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

END OF SCHEDULE B – Part I

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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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.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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.
3. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are 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.
7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at date of Policy.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Rights of parties in possession.

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SCHEDULE B
PART II – EXCEPTIONS
 (Continued)

(Note: The above Exceptions Nos. 2 through 10, inclusive, 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 the remaining Exceptions of this Commitment shown below.)

- 11. THE RIGHT OF ENTRY to prospect for, mine and remove the oil, gas and minerals in said land as set forth in instrument:

 Recorded in Book 29 of Deeds
 Page 119
 (Parcel 3)

- 12. THE RIGHT OF ENTRY to prospect for, mine and remove the oil, gas and minerals in said land as set forth in instrument:

 Recorded in Book 29 of Deeds
Page 82
 (Parcel 5)

- 13. THE RIGHT OF ENTRY to prospect for, mine and remove the oil, gas and minerals in said land as set forth in instrument:

 Recorded in Docket 48
Page 562
 (Parcels 2 and 4)

- 14. EASEMENT and rights incident thereto, as set forth in instrument:

 Recorded in Book 24 of Deeds
 Page 6
 Purpose public highway
 (Parcel 5)

- 15. EASEMENT and rights incident thereto, as set forth in instrument:

 Recorded in Book 27 of Deeds
Page 121
 Purpose ditches, flumes and pipelines
 (Parcel 4)

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SCHEDULE B
PART II – EXCEPTIONS
 (Continued)

- 16. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Book	29 of Deeds
Page	82
Purpose (Parcel 5)	road purposes

- 17. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	63
	Page 182 and 183
Purpose (Parcel 2)	telephone and telegraph lines

- 18. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	64
Page	156
Purpose (Parcel 4)	telephone and telegraph lines

- 19. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	64
Page	157
Purpose (Parcel 5)	telephone and telegraph lines

- 20. THE RIGHTS OF Optionee under the terms of Option to Lease:

Dated	April 20, 2011
Optionor	JMK Properties, LLC, an Arizona limited liability company
Optionee	Solar Utilities Network, LLC, a Delaware limited liability company
Term	15 years
Recorded	April 26, 2011
Document No.	2011-002192

- 21. ALL MATTERS as set forth in Application for Conditional Use Permit recorded July 02, 2019 in Document Number [2019-004002](#).

- 22. THE RIGHTS of the United States of America, the State of Arizona and/or the parties to any portion of the within property lying within the bed, or former bed, or any water course, as that term is defined under Arizona law.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. 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.



SCHEDULE B
PART II – EXCEPTIONS
(Continued)

23. MATTERS SHOWN ON SURVEY:

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END OF SCHEDULE B – PART II

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Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">■ request insurance-related services■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: *Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

Pioneer Title Agency, Inc.

Commitment to Service

Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

Personal Information Collected

- 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 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.

Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. 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 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.

Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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