



First American Title Insurance Company
National Commercial Services
1850 Mt. Diablo Blvd., Suite 300
Walnut Creek, CA 94596

Gary Miranda
SPI Holdings, LLC
88 Kearny Street, Suite 1818
San Francisco, CA 94108
Phone: (415)273-0388

Escrow Officer: Roni Sloan Loftin
Phone: (925)927-2127
Email: rsloan@firstam.com

Borrower: RS Bridgepointe, LLC and DHV Partners, LLC and SPI
Bridgepointe Partners, LP and SPI Bridgepointe, LLC
Property: 2200, 2204, 2210, 2230 & 2290 Bridgepointe Parkway, San
Mateo, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 30, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

RS Bridgepointe, LLC, a California limited liability company, as to an undivided 15.11232% interest; DHV Partners, LLC, a California limited liability company, as to an undivided 12.71186% interest; and SPI Bridgepointe Partners, LP, a California limited partnership, successor by merger to DW Bridgepointe, LLC, a California limited liability company and SPI Bridgepointe, LLC, a California limited liability company, as to an undivided 72.17582% interest

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple as to Parcel I, an easement as to Parcel II and III.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- 1. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$16,310.08, DUE
 - Penalty: \$0.00
 - Second Installment: \$16,310.08, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-465-030

(Affects Lot 4 of Parcel I)

- 2. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$81,895.37, DUE
 - Penalty: \$0.00
 - Second Installment: \$81,895.37, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-010

(Affects Lot 5 of Parcel I)

- 3. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$24,369.49, DUE
 - Penalty: \$0.00
 - Second Installment: \$24,369.49, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-020

(Affects Lot 6 of Parcel I)

- 4. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$42,807.31, DUE
 - Penalty: \$0.00
 - Second Installment: \$42,807.31, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-030

(Affects Lot 7 of Parcel I)

- 5. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$34,511.94, DUE
 - Penalty: \$0.00
 - Second Installment: \$34,511.94, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-040

(Affects Lot 8 of Parcel I)

- 6. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$11,121.63, DUE
 - Penalty: \$0.00
 - Second Installment: \$11,121.63, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-050

(Affects Lot 9 of Parcel I)

- 7. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$145,534.59, DUE
 - Penalty: \$0.00
 - Second Installment: \$145,534.59, PAYABLE
 - Penalty: \$0.00

Tax Rate Area: 12-010
A. P. No.: 035-466-070

(Affects Lot 11 of Parcel I)

- 8. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$127,474.48, DUE
 - Penalty: \$0.00
 - Second Installment: \$127,474.48, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-090

(Affects Lot 13 of Parcel I)

- 9. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$134,838.92, DUE
 - Penalty: \$0.00
 - Second Installment: \$134,838.92, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-100

(Affects Lot 14 of Parcel I)

- 10. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment: \$33,515.62, DUE
 - Penalty: \$0.00
 - Second Installment: \$33,515.62, PAYABLE
 - Penalty: \$0.00
 - Tax Rate Area: 12-010
 - A. P. No.: 035-466-110

(Affects Lot 15 of Parcel I)

- 11. The lien of supplemental taxes, if any, assessed for change of ownership or completion of new construction on or after the date herein, pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 12. EASEMENT over the herein described property, as granted in Instrument
 - From: Thomas Therkeldsen and Florence Therkeldsen, his wife
 - To: Pacific Gas and Electric Company, a California corporation
 - Dated: April 28, 1955
 - Recorded: May 24, 1955
 - Document No: 53301-M
 - Book/Reel 2803 of Official Records at Page/Image 371, Records of San Mateo County, California.
 - Grants Easement for the erection, operation and maintenance together with the right of ingress and egress for a line of towers for the transmission of electric energy.

(Affects portions of Lots 4, 13 & 15)

13. EASEMENTS for cut and fill of slopes, easements for ingress and egress and temporary freeway purposes, and Lack of Direct Access to 19th Avenue Freeway as acquired and relinquished in that certain Final Order of Condemnation issued out of the Superior Court of the State of California and for the County of San Mateo, Sate of California, in the Action entitled "The People of State of California, acting by and through the Department of Public Works, Plaintiff, vs. Philben Corporation, a corporation, et al, Defendants", Case No. 112167

Dated: September 7, 1966

Recorded: September 7, 1966

Document No: 94332-Z

Book/Reel 5212 of Official Records at Page/Image 482, Records of San Mateo County, California.

(Affects a portion of Lot 15)

14. An easement shown or dedicated on the map of Mariner's Island Unit No. 4 recorded April 04, 1979 and on file in Book 99, Page 35 to 38, of Tract Maps.
For: Tree Planting, public utilities and incidental purposes.
15. An easement for utilities and incidental purposes, recorded October 14, 1982 as Instrument No. 82088651 of Official Records.
In Favor of: Pacific Gas and Electric Company,a California corporation
Affects: a portion of Lot 15
16. The terms, provisions and easement(s) contained in the document entitled "Access Easement Agreement" recorded December 13, 1984 as Instrument No. 84132817 of Official Records.
17. COVENANT that the land shall not be used for the operation of a motion picture theatre for the period set forth and right of refusal to construct, operate or lease a motion picture theatre as contained in the unrecorded Lease Termination Agreement dated June 22, 1995, by and between NCC-Sand Hill II, and G.C Theatre Corp. of California. The Lease Termination Agreement is disclosed by inquiry into the termination of the lease disclosed by Memorandum recorded June 10, 1985, Series No. 85057213.
18. An easement shown or dedicated on the map of Subdivision Map Bridgepointe-San Mateo recorded March 17, 1997 and on file in Book 127, Page 81 to 85, of Tract Maps.
For: Public service and incidental purposes.

(Affects Lots 4, 14 & 15)

Except the area designated as "E.F.P.S.E." (Exception from P.S.E.)

19. An easement shown or dedicated on the map of Subdivision Map Bridgepointe-San Mateo recorded March 17, 1997 and on file in Book 127, Page 81 to 85, of Tract Maps.
For: Sidewalk, tree maintenance and incidental purposes.

(Affects portions of Lots 4, 5, 6, 7, 8, 9, 13, 14 & 15)

20. COVENANTS, CONDITIONS, RESTRICTIONS, TERMS, PROVISIONS, EASEMENTS, RIGHTS, LIENS AND CHARGES contained in the Operation and Reciprocal Easement Agreement dated April 22, 1997, by and between NCC-Sand Hill II, a California general partnership and Dayton Hudson Corporation, a Minnesota corporation, recorded April 22, 1997, Document No. 97046728.

(Affects Lots 5, 6, 7, 8, 9, 11, 13, 14 & 15)

Document(s) declaring modifications thereof recorded March 5, 1999 as Instrument No. 99038659 of Official Records.

Document(s) declaring modifications thereof recorded April 23, 1999 as Instrument No. 99-072214 of Official Records.

A Notice of Projects Restrictions, executed by Westlake Bridgepointe, LLC, and te City of San Mateo recorded June 07, 2005 as instrument No. 2005-094184 of Official Records.

(Affects Lot 7)

21. The terms and provisions contained in the document entitled "Sixty Foot Yard Agreement" recorded April 22, 1997 as Instrument No. 97046729 of Official Records.

An easement as contained in the above document.

For: open space and incidental purposes.

(Affects Lots 5, 6, 7, 8, 9, 11, 13, 14 & 15)

22. COVENANTS, CONDITIONS AND RESTRICTIONS, TERMS, PROVISIONS AND EASEMENTS contained in the Agreement for Covenants, Conditions and Restrictions dated May 16, 1997, by and between Home Depot U.S.A., Inc., a Delaware corporation, and NCC-Sand Hill II, a California general partnership, recorded June 3, 1997, Document No. 97065880, San Mateo County Records.

Document(s) declaring modifications thereof recorded September 27, 2001 as Instrument No. 2001-152008 of Official Records.

An Assignment and Assumption of Operation and Reciprocal Easement Agreement recorded November 2, 2005 as Instrument No. 2005-192600 of Official Records.

23. The terms, provisions and easement(s) contained in the document entitled "Sign Easement Agreement" recorded June 3, 1997 as Instrument No. 97-065881 of Official Records.

An easement as contained in the above document.

For: Two Pylon Signs and incidental purposes.

(Affects Lot 15)

24. An unrecorded lease dated March 26, 1998, executed by NCC-Sand Hill II, a California general partnership as lessor and Staples, Inc., a Delaware corporation as lessee, as disclosed by a Memorandum of Lease recorded May 15, 1998 as Instrument No. 98073443 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

25. A Deed of Trust to secure an original indebtedness of \$70,000,000.00 recorded November 2, 2005 as Instrument No. 2005-192601 of Official Records.
- Dated: November 2, 2005
- Trustor: DW Bridgepointe, LLC, a California limited liability company as to an undivided 14.23855% interest; RS Bridgepointe, LLC, a California limited liability company as to an undivided 18.38483% interest; HK Wong Bridgepointe, LLC, a California limited liability company as to an undivided 10.06356% interest; Attleborough Bridgepointe, LLC, a California limited liability company as to an undivided 4.31507% interest; SPI Bridgepointe, LLC, a California limited liability company as to an undivided 40.28613% interest; and DHV Ventures, LTD., a California limited partnership as to an undivided 12.71186% interest
- Trustee: First American Title Insurance Company
- Beneficiary: Metropolitan Life Insurance Company, a New York corporation

A document entitled "Assignment of Leases" recorded November 2, 2005 as Instrument No. 2005-192602 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

A document recorded February 14, 2008 as Instrument No. 2008-015491 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

A document recorded February 29, 2008 as Instrument No. 2008-021719 of Official Records, provides that the obligation secured by the deed of trust was assumed by DW Bridgepointe, LLC, a California limited liability company ("DWB"), RS Bridgepointe, LLC, a California limited liability company ("RSB"), SPI Bridgepointe, LLC, a California limited liability company ("SPIB"), DHV Partners, LLC, a California limited liability company ("DHV").

A document recorded February 29, 2008 as Instrument No. 2008-021719 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

26. The terms and provisions contained in the document entitled "Memorandum Tenancy in Common Agreement" recorded November 02, 2005 as Instrument No. 2005-192603 of Official Records.
- Document(s) declaring modifications thereof recorded February 29, 2008 as Instrument No. 2008-021720 of Official Records.

27. Terms and provisions of an unrecorded lease dated October 25, 2006, by and between DW Bridgepointe, LLC, a California limited liability company, RS Bridgepointe, LLC, a California limited liability company, HK Wong Bridgepointe, LLC, a California limited liability company, Attleborough Bridgepointe, LLC, a California limited liability company, SPI Bridgepointe, LLC, a California limited liability company, and DHV Partners, LLC, a California limited liability company as lessor and BJ's Restaurants, Inc., a California corporation as lessee, as disclosed by a Memorandum of Lease recorded November 14, 2006 as Instrument No. 2006-171891 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

28. The fact that the land lies within the boundaries of the Shoreline Redevelopment Project Area, as disclosed by the document recorded June 22, 2007 as Instrument No. 2007-095409 of Official Records.
29. Rights of parties in possession.

INFORMATIONAL NOTES

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 2200, 2204, 2210, 2230 & 2290, Bridgepointe Parkway, San Mateo, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:

1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of San Mateo, County of San Mateo, State of California, described as follows:

PARCEL I:

LOTS 4, 5, 6, 7, 8, 9, 11, 13, 14 & 15, AS SHOWN ON THAT CERTAIN MAP ENTITLED "BRIDGEPOINTE-SAN MATEO", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MARCH 17, 1997 IN BOOK 127 OF MAPS AT PAGE(S) 81-85.

PARCEL II:

EASEMENTS FOR THE PURPOSES SET FORTH IN ARTICLE 2 OF THE OPERATION AND RECIPROCAL EASEMENT AGREEMENT, BRIDGEPOINTE, SAN MATEO, CALIFORNIA, DATED APRIL 22, 1997, BY AND BETWEEN NCC-SAND HILL II, A CALIFORNIA GENERAL PARTNERSHIP AND DAYTON HUDSON CORPORATION, A MINNESOTA CORPORATION, RECORDED APRIL 22, 1997, DOCUMENT NO. 97046728.

SAID EASEMENT IS APPURTENANT TO LOTS 5, 6, 7, 8, 9, 11, 13 & 14 OF PARCEL I ABOVE.

PARCEL III:

NON-EXCLUSIVE EASEMENTS FOR THE PASSAGE AND PARKING OF VEHICLES OVER AND ACROSS THE PARKING AND DRIVEWAY AREAS AND FOR THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS OVER AND ACROSS THE PARKING, DRIVEWAY AND SIDEWALK AREAS, AS CONVEYED, SET FORTH AND DESCRIBED IN THAT CERTAIN AGREEMENT FOR COVENANTS, CONDITIONS AND RESTRICTIONS DATED MAY 16, 1997, BY AND BETWEEN HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION AND NCC-SAND HILL II, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED JUNE 3, 1997, DOCUMENT NO. 97065880, SAN MATEO COUNTY RECORDS.

SAID EASEMENT IS APPURTENANT TO LOT 4 OF PARCEL I ABOVE.

APN: 035-465-030, 035-466-010, 035-466-020, 035-466-030, 035-466-040, 035-466-050, 035-466-070, 035-466-090, 035-466-100 and 035-466-110

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities 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 and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
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; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (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.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

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.

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

**ALTA 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:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) 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) a notice of exercising the right appears in the public records on the Policy Date

- (b) 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:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) 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:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

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

2006 ALTA 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA 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 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
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, 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.
9. 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 27(b) of this policy.