

Order Number: 5502-2487347

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First American Title

First American Title Company

1311 Sanguinetti Road, P.O. Box 338
Sonora, CA 95370

Escrow Officer: Naomi Jones (NJ)

Phone: (209)532-3156

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E-Mail: naojones@firstam.com

Buyer: Mother Lode Fair

Owner: State of California

Property: 2 South Forest Road

Sonora, CA 95370

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 of said Policy or Policies are set forth in Exhibit A attached. 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.

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Dated as of August 08, 2006 at 7:30 A.M.

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

1992 ALTA Owner's Policy (10-17-92) with Regional Exceptions

1992 ALTA Loan Policy (10-17-92) with Regional Exceptions

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:

THE STATE OF CALIFORNIA

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

A fee as to Parcel(s) 1, 2 and 4, an easement as to Parcel(s) 3.

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 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. An easement for construct, place, inspect, maintain and replace thereon poles, crossarms, wires, cables, braces, transformers, terminal boxes, service lines, fixtures, anchors and guys and incidental purposes in the document recorded in Book 80, Page 211 of Official Records. Terms and provisions contained in the above document.
5. The terms and provisions contained in the document entitled "Deed" recorded April 14, 1936 in Book 105, Page 465 of Official Records.
6. A document entitled "Assignment of Indenture" recorded July 24, 1967 in Book 235, Page 353 of Official Records.

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7. An easement for the transportation and distribution of electric energy and for communication purposes, together with the right to trim or top any trees which may endanger or interfere with said lines and incidental purposes in the document recorded August 29, 1977 in Book 505, Page 378 of Official Records.

Terms and provisions contained in the above document.

8. Discrepancies or conflicts by reason of the location of fences and eave line as shown on the Record of Survey filed September 16, 1974 in Record of Survey 17 Page 79 Tuolumne County Recorders Office.

9. Any public recreational rights, interests or easements that have been or may be established by proven use for a period of time.

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INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2005-2006 (Secured).

First Installment: \$0.00, NOTAXDUE

Second Installment: \$0.00, NOTAXDUE

Tax Rate Area: None shown

APN: 02-020-08, 02-010-37 and 02-010-04

2. The property covered by this report is vacant land.

3. 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

4. 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.

5. 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:

- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- b. 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.
- c. 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:

- a. 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;
- b. A full copy of the partnership agreement and any amendments;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

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- d. 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:

- a. 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;
- b. A full copy of the partnership agreement and any amendment;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. 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:

- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), 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;
- b. A full copy of the partnership agreement and any amendments;
- c. 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:

- a. A copy of its operating agreement and any amendments thereto;
- b. 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;
- c. 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;
- d. 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:

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(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.

- e. 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:

- a. A certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company.
- b. 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.
- c. 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:

- a. A statement of information.
The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

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LEGAL DESCRIPTION

Real property in the City of Sonora, County of Tuolumne, State of California, described as follows:

PARCEL 1:

A PORTION OF LOT 46, BLOCK 51, AS SHOWN ON MAP OF THE CITY OF SONORA MADE BY A.B. BEAUVAIS AND J.P. DART ON MARCH 2, 1872, AND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF TUOLUMNE COUNTY, TUOLUMNE COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THAT CERTAIN 2.23 ACRE PARCEL AS DESCRIBED IN DEED TO STATE OF CALIFORNIA, RECORDED APRIL 14, 1936 IN VOLUME 105 OF DEEDS, PAGE 465, TUOLUMNE COUNTY RECORDS, SAID POINT BEING THE SE CORNER OF THE LANDS AS DESCRIBED IN DEED TO BOICE ET AL, RECORDED OCTOBER 17, 1963 IN VOLUME 163 OF OFFICIAL RECORDS, PAGE 146, TUOLUMNE COUNTY RECORDS, SAID POINT BEING ON THE SOUTHERLY LINE OF SAID LOT 46, (AND THE NORTHERLY LINE OF LOT 44) OF BLOCK 51 OF THE CITY OF SONORA; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 46 AND THE SOUTHERLY LINE OF SAID BOICE LANDS N. 60° 15' W., 573.13 FEET (CALLED N. 58° 54' 20" W., 576.49 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; THENCE LEAVING THE SOUTHERLY LINE OF SAID LOT 46 AND ALONG THE WESTERLY LINE OF SAID BOICE LANDS, N. 10° 24' 21" E., 119.34 FEET (CALLED N. 09° 45' E., 115.56 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; THENCE ALONG THE NORTHERLY LINE OF SAID BOICE LANDS S. 79°

38' 12" E., 365.73 FEET (CALLED S. 80° 00' E., 376.44 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; THENCE ALONG THE NORTHERLY LINE OF SAID BOICE LANDS AND THE SOUTHERLY LINE OF THE LANDS AS DESCRIBED IN DEED TO CENTRAL CALIFORNIA CONFERENCE ASSOCIATION OF THE SEVENTH-DAY ADVENTISTS, RECORDED MARCH 4, 1964, IN VOLUME 169 OF OFFICIAL RECORDS, PAGE 264, TUOLUMNE COUNTY RECORDS, N. 89° 37' 17" E., 296.52 FEET (CALLED N. 88° 50' E., 296.99 FEET IN ABOVE-MENTIONED DEED TO BOICE AND CALLED S. 89° 19' 10" E. IN ABOVE-MENTIONED DEED TO CENTRAL CALIFORNIA CONFERENCE ASSOCIATION OF THE SEVENTH-DAY ADVENTISTS) TO A POINT ON THE WESTERLY LINE OF THE LANDS AS DESCRIBED IN DEED TO JORGENSEN, RECORDED JULY 24, 1958, IN VOLUME 92 OF OFFICIAL RECORDS, PAGE 379, TUOLUMNE COUNTY RECORDS, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE LANDS AS DESCRIBED IN DEED TO STATE OF CALIFORNIA, RECORDED APRIL 14, 1936 IN VOLUME 105 OF DEEDS, PAGE 465, TUOLUMNE COUNTY RECORDS; THENCE LEAVING WESTERLY LINE OF SAID JORGENSEN LANDS AND ALONG THE NORTHWESTERLY LINE OF THE LANDS AS DESCRIBED IN DEED TO STATE OF CALIFORNIA, S. 78° 10' W., 256.46 FEET TO THE MOST WESTERLY CORNER OF SAID STATE OF CALIFORNIA LANDS, SAID POINT BEING ON THE EASTERLY LINE OF THE ABOVE-MENTIONED BOICE LANDS; THENCE ALONG THE EASTERLY LINE OF ABOVE-MENTIONED BOICE LANDS AND WESTERLY LINE OF ABOVE-MENTIONED STATE OF CALIFORNIA LANDS THE FOLLOWING COURSES AND DISTANCES: S. 34° 24' E., 87.41 FEET (CALLED S. 33° 22' E., 87.41 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; S. 33° 51' E., 26.61 FEET (CALLED S. 32° 49' E., 26.61 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; S. 21° 45' E., 26.43 FEET (CALLED S. 20° 43' EAST, 26.43 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; S. 6° 10' EAST, 45.04 FEET (CALLED S. 05° 08' EAST, 45.04 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO A POINT; S. 3° 49' W., 122.45 FEET (CALLED S. 05° 56' 10" W., 121.75 FEET IN ABOVE-MENTIONED DEED TO BOICE) TO THE POINT OF BEGINNING.

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BEING THAT CERTAIN PORTION OF LOT 46 OF BLOCK 51 OF THE CITY OF SONORA, BEGINNING AT A POINT 748 FEET WESTERLY FROM CORNER COMMON AT EASTERLY EXTREMITY TO LOTS 44 AND 46 OF BLOCK 51 OF SAID CITY OF SONORA AND ON BOUNDARY BETWEEN SAID LOTS 44 AND 46, SAID POINT OF BEGINNING CONSISTING OF AN IRON PIPE (1") DRIVEN INTO THE GROUND, AND DESIGNATED STATION 1; THENCE, WITH A VARIATION OF 17° EAST CONTINUING WESTERLY ON BOUNDARY BETWEEN SAID LOTS 44 AND 46, COURSE NORTH 60° 15' WEST, A DISTANCE OF 194.50 FEET TO STATION NO. 2 CONSISTING OF AN IRON PIPE (¼") DRIVEN INTO THE GROUND; THENCE, NORTH 2° EAST, A DISTANCE OF 186 FEET TO STATION NO. 5 CONSISTING OF AN IRON PIPE (¾") DRIVEN INTO THE GROUND; THENCE, SOUTH 69° EAST A DISTANCE OF 248.25 FEET TO STATION NO. 4 CONSISTING OF AN IRON PIPE 1¼" DRIVEN INTO THE GROUND; THENCE SOUTH 20° 30' WEST, A DISTANCE OF 204 FEET TO STATION NO. 1, PLACE OF BEGINNING, RESERVING THEREFROM A RIGHT-OF-WAY FOR AN ESTABLISHED UNDERGROUND IRRIGATION PIPE AND THE RIGHT TO USE AND MAINTENANCE OF THE SAME, SAID IRRIGATION PIPE PRACTICALLY PARALLELING THE COURSE BETWEEN STATIONS NOS. 3 AND 4 AND APPROXIMATELY 50 FEET DISTANT THEREFROM.

PARCEL 3:

RIGHT-OF-WAY FOR A ROAD 20 FEET WIDE, CENTER OF SAID ROAD BEGINNING AT A POINT APPROXIMATELY 10 FEET WESTERLY FROM STATION NO. 4 AND ON COURSE BETWEEN STATIONS NOS. 3 AND 4 AS ABOVE DESCRIBED; THENCE NORTH 20° 30' EAST, A DISTANCE OF

142 FEET; THENCE, SOUTH 68° 30' EAST, A DISTANCE OF APPROXIMATELY 127 FEET AND CONNECTING WITH A PROPOSED RIGHT-OF-WAY OF THE UNITED STATES FOREST SERVICE.

PARCEL 4:

BEING THAT CERTAIN PORTION OF LOT 46 OF BLOCK 51 OF THE CITY OF SONORA, AS THE SAME IS SHOWN UPON THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 46, SAID POINT OF BEGINNING BEING DISTANT N. 60° 15' W., 748 FEET FROM THE CORNER COMMON AT THE EASTERLY EXTREMITY OF SAID LOTS 44 AND 46 OF BLOCK 51 OF THE CITY OF SONORA, AND CONSISTING OF AN IRON PIPE (1") DRIVEN INTO THE GROUND AND DESIGNATED AS STATION NO. 1, FOR SURVEY OF THE PROPERTY HERETOFORE DEEDED TO THE STATE OF CALIFORNIA BY MRS. JULIA L. DE ADRE; THENCE FROM SAID POINT OF BEGINNING CONTINUING WESTERLY ALONG THE BOUNDARY BETWEEN SAID LOTS 44 AND 46, N. 60° 15' W., 206.50 FEET TO A POINT AT THE SUMMIT OF THE EASTERLY BANK OF AN OLD DITCH, BEING THE SOUTHWESTERLY CORNER OF THE PROPERTY HEREIN INTENDED TO BE CONVEYED; THENCE ALONG THE SAID EASTERLY BANK OF SAID OLD DITCH, N. 3° 49' E., 122.45 FEET; THENCE, N. 6° 10' W., 45.04 FEET; THENCE, N. 21° 45' W., 25.43 FEET; THENCE, N. 33° 51' W., 26.61 FEET; THENCE, N. 34° 24' W., 87.41 FEET; TO THE NORTHWESTERLY CORNER OF THE PROPERTY HEREIN INTENDED TO BE CONVEYED; THENCE, LEAVING THE SAID OLD DITCH BANK AND RUNNING N. 78° 10' E., 256.46 FEET; THENCE, S. 49° 02' E., 163.73 FEET; TO THE NORTHEASTERLY CORNER OF THE PROPERTY HEREIN INTENDED TO BE CONVEYED; THENCE ALONG THE EASTERLY LINE OF THE PROPERTY HEREIN INTENDED TO BE DESCRIBED, SAID LINE PASSING THROUGH STATION NO. 4 OF THE SURVEY OF PROPERTY HERETOFORE DEEDED TO STATE OF CALIFORNIA BY THE SAID MRS. JULIA L. DE ADRE, S. 20° 30' W., 356.00 FEET TO THE POINT OF BEGINNING, SAVING AND EXCEPTING FROM THE ABOVE, ALL OF THAT PIECE, PARCEL OR TRACT OF SAID LAND HERETOFORE DEEDED TO THE STATE OF CALIFORNIA BY MRS. JULIA L. DE ADRE BY DEED DATED APRIL 2, 1934, AND RECORDED IN THE OFFICE OF THE RECORDER OF TUOLUMNE COUNTY IN BOOK A VOL. 103 PAGE 149 OF DEEDS.

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NOTICE

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.

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EXHIBIT A

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

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 notice 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.

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) whether or not recorded in the public records at Date of Policy, but 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 insured mortgage or for the estate or interest insured by this policy.

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 claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

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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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. 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.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or

prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.

2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).

4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances 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 public records.

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
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) whether or not recorded in the public records at Date of Policy, but 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 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 the 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.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth

in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said

land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances 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 public records.

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

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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.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth

in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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:

Part One:

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.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
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 * land division
- * improvements on the land * 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.

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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
 - * 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.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to

Deductible Amounts and Maximum Dollar Limits of Liability

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 the 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. 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.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION 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:

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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. 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 or 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 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.

SCHEDULE B

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. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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:

Part One:

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.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances 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 public records.

5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

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1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated

into this Policy following item 28 of Covered Risks: None.

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.

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