



First American Title

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 565402

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

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

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

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

First American Title



ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 565402

Schedule A

File No.: 565402

1. Effective Date: December 02, 2011 @ 8:00 A.M.
2. Policy or Policies to be issued: Proposed Amount of Insurance:

a. Owner's Policy (Identify form used)

ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) \$1,000.00

Proposed Insured: A Natural Person or Legal Entity to Be Designated

b. Loan Policy (Identify form used)

ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) \$0.00

Proposed Insured:

- c. \$
- (Identify form used)
- Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple (as to Parcels A and B) and Sub-Leasehold (as to Parcel C) (Identify estate covered, i.e. Fee, Leasehold, etc.)
4. Title to the Fee Simple (as to Parcels A and B) and Sub-Leasehold (as to Parcel C) estate or interest in the land is at the Effective Date vested in:
Ocean 4660, LLC, a Florida limited liability company
5. The land referred to in this Commitment is described as follows:
See Exhibit "A" attached hereto and made a part hereof

First American Title Insurance Company



By:

as Vice President of First American Title Insurance Company
(This Schedule A valid only when Schedule BI & BII are attached)



First American Title

ISSUED BY

First American Title Insurance Company

Exhibit A

File No.: 565402

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

Parcel A:

Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19, in Block 10, and Lots 14, 15, 16 and 17, in Block 9, of Lauderdale by the Sea, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida; Also all of that parcel of land, if any, bounded on the West by the Easterly line of said Lots 14, 15, 16 and 17, of said Block 9, bounded on the East by the Atlantic Ocean, bounded on the North by the North line of Lot 17 of said Block 9, extended Easterly to the Atlantic Ocean and bounded on the South by the South line of Lot 14 of said Block 9, extended Easterly to the Atlantic Ocean, said land fronting the Atlantic Ocean.

Parcel B:

Lots 20 and 21, in Block 10, of Lauderdale by the Sea, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida.

Parcel C:

Lots 9, 10, 22, 23 and 24, in Block 10, of Lauderdale by the Sea, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida.

Subject to Confidentiality Agreement



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 565402

Schedule BI

File No.: 565402

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from Ocean 4660, LLC, a Florida limited liability company, to A Natural Person or Legal Entity to Be Designated. In connection with said deed, we will further require regarding the grantor:
 - i) Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii) That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii) If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv) Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v) Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to

have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

- vi) Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - vii) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above. (as to Parcels A and B)
- b. a. Assignment of Sub-Lease from Ocean 4660, LLC, a Florida limited liability company to A Natural Person or Legal Entity to Be Designated, assigning that sub-lease dated September 1, 1973, a memorandum of which was filed November 6, 1973, in Book 5515, Page 406, supplemented by agreement filed January 7, 2008, in Book 44971, Page 761.
- b. As to the sub-lease creating the leasehold interest dated September 1, 1973, notice of which was filed November 6, 1973, recorded in Book 5515, Page 406, the Company requires an affidavit from the sub-lessor or his successors and/or assigns, stating that there has been no default in the payment of rent; that there are no defaults under any other covenants of the lease to be performed by the lessee; that there are no charges which the lessor or his successors and/or assigns claim to be additional liens upon the leasehold estate; and that the lease is in full force and effect and that there are no undisclosed amendments thereto. An executed copy of the entire sub-lease must be furnished to the Company for review. The Company reserves the right to make such additional requirements as it may deem necessary.
- c. As to the lease underlying the insured sub-leasehold interest dated September 5, 1957, notice of which was filed , recorded in Book 1020, Page 302, the Company requires an affidavit from the lessor or his successors and/or assigns, stating that there has been no default in the payment of rent; that there are no defaults under any other covenants of the lease to be performed by the lessee; that there are no charges which the lessor or his successors and/or assigns claim to be additional liens upon the leasehold estate; and that the lease is in full force and effect and that there are no undisclosed amendments thereto. An executed copy of the entire lease must be furnished to the Company for review. The Company reserves the right to make such additional requirements as it may deem necessary. (as to Parcel C)
5. Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage from Ocean 4660, LLC, a Florida limited liability company to Comerica Bank, recorded in Book 44971, Page 797, as affected by document recorded in Book 47993, Page 485 .
6. Release of Claim of Lien in favor of Broward County, State of Florida, recorded in Book 46134, Page 1028.
7. Release of Claim of Lien in favor of Town of Lauderdale by the Sea, a municipal corporation, recorded in Book 47521, Page 1395.
8. Release of Claim of Lien in favor of State of Florida, County of Broward, recorded in Book 47655, Page 1644.
9. Release of Claim of Lien in favor of Oceanside Lauderdale, Inc., Kenneth A. Frank and Angela Dipilato, recorded in Book 47664, Page 42, as affected by document recorded in Book 47680, Page 1732.

10. Satisfaction of judgment in favor of Waste Management Inc. of Florida d/b/a Southern Sanitation Service against Ocean 4660, LLC, filed June 15, 2011, recorded in Book 47977, Page 298 .
11. Release of Claim of Lien in favor of Kenneth A. Frank, recorded in Book 48025, Page 223.
12. Release of Claim of Lien in favor of Oceanside Lauderdale, Inc., recorded in Book 48116, Page 1756.
13. Release of Claim of Lien in favor of Kenneth A. Frank, recorded in Book 48202, Page 188.
14. Release of Claim of Lien in favor of Euro First Choice Enterprises, Inc., recorded in Book 48202, Page 197.
15. Discharge of "Notice of Lis Pendens" recorded in Book 48272, Page 1346 and Book 48300, Page 259, together with a dismissal with prejudice of Case No. CACE 10-22268 (13), styled Oceanside Lauderdale, Inc., Kenneth A. Frank, and Angela Dipilato v. Ocean 4660, LLC., et al. (as to the property to be insured herein).
16. Discharge of "Notice of Lis Pendens" recorded in Book 48310, Page 41, together with a dismissal with prejudice of Case No. 11-62456, styled Michal Holovka v. Ocean 4660, et al. (as to the property to be insured herein).
17. Release of Claim of Lien in favor of Euro First Choice Enterprises, Inc., recorded in Book 48310, Page 44.
18. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
19. The following exceptions from coverage, to-wit:
 - a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
 - b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
 - c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
 - d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens

against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).

The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.

20. The Company is to be advised as to the identity and nature of the proposed insured under the owner's policy/mortgagor under the mortgage policy, and reserves the right to make such additional requirements as it may deem necessary.
21. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed by and between the Company, the applicant for this Commitment, and every person relying on this Commitment, that the Company cannot be required to approve any such evaluation in excess of \$1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.
22. Proof of payment of taxes and assessments for the year 2011, plus any penalties and interest. Note: Any tax amount(s) shown herein are for information purposes only, and should be verified with the appropriate taxing authority(s).
23. Note: 2011 ad valorem taxes show **PAYABLE** in the gross amount of \$106,634.52 for Tax Identification No. 494318-01-0610. Assessed value is \$5,112,950.00. (as to Portion of Parcel A)
24. Note: 2011 ad valorem taxes show **PAYABLE** in the gross amount of \$18,844.91 for Tax Identification No. 494318-01-0680. Assessed value is \$947,900.00. (as to Portion of Parcel C)
25. Note: 2011 ad valorem taxes show **PAYABLE** in the gross amount of \$4,523.66 for Tax Identification No. 494318-01-0682. Assessed value is \$227,540.00. (as to Portion of Parcel C)
26. Note: 2011 ad valorem taxes show **PAYABLE** in the gross amount of \$109,734.13 for Tax Identification No. 494318-01-0700. Assessed value is \$4,955,390.00. (as to Portion of Parcel A)
27. Note: 2011 ad valorem taxes show **PAYABLE** in the gross amount of \$13,255.66 for Tax Identification No. 494318-01-0730. Assessed value is \$666,760.00. (as to Parcel B)

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

Subject to Confidentiality Agreement



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 565402

Schedule BII

File No.: 565402

PART II

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. 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.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
9. All of the terms and provisions set forth and contained in that certain Lease recorded in Book 1020, Page 302; as affected by: Assignment of Lease, recorded in Book 9530, Page 191; Assignment of Lease, recorded in Book 19396, Page 956; Partial Assignment of Lease, recorded in Book 24357, Page 67; Partial Assignment of Lease, recorded in Book 25771, Page 597 and Assignment of Lease, recorded in Book 44361, Page 543, (As to Parcel C).
10. Failure to comply with the terms and provisions set forth and contained in that certain Sub-Lease recorded in Book 5515, Page 406; as affected by: Assignment of Lease, recorded in Book 6124, Page 240; Assignment of Lease, recorded in Book 6124, Page 242; Amendment to Lease, recorded in Book 6228, Page 15; Assignment of Leases, recorded in Book 8385, Page 397; Assignment of Leasehold Interest, recorded in Book 10526, Page 913 and Assignment of Leasehold Interest, recorded in Book 44971, Page 761, (As to Parcel C).

11. Easement recorded in Book 14336, Page 999, (As to Parcel A).
12. Easement recorded in Book 32599, Page 1521, (As to Parcel A).
13. Grant of Easement dated 01/03/2008 from Shutters By The Ocean to Comcast of Florida / Georgia and recorded on 07/08/2008 in Book 45505 at Page 1514.
14. Restaurant Management Agreement as disclosed in that certain Notice of Filing and Recording and Affidavit in Support of Notice as recorded on 06/22/2010 in Book 47162 at Page 1971.
15. Due to all or a part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy is subject to the rights of the United States Government and the State of Florida arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce and the inalienable rights of the State of Florida in the lands and waters of such character. (As to Parcel A)
16. The right, title or interest, if any, of the public to use a public beach or recreation area or any part of the land described in Schedule A hereof, lying between the water abutting said land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use. (As to Parcel A)
17. Any adverse claim to any portion of the land which has been created by artificial means or has accreted to any such portion so created. (As to Parcel A)
18. The Company does not insure title to any land lying between the mean high water line on the date of recordation of the Erosion Control Line Plat and the Erosion Control Line as shown therein and as set forth in Certificate of Approval, recorded in Book 10881, Page 588, which may have vested in the insured or its predecessors in title pursuant to Chapter 161, Florida Statutes.
19. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of LAUDERDALE BY THE SEA, as recorded in Plat Book 6, Page(s) 2, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
20. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
21. Any map or diagram now or previously provided is for reference and informational purposes only. The Company and its agents expressly disclaim any liability for alleged loss or damage which may result from reliance upon such map(s) or diagram(s). The foregoing does not limit any express coverages provided by the terms and provisions of any title insurance policy for matters which might be revealed by a survey prepared and certified in accord with Florida Statutes Section 472.027.

Issuing Office File No.: 565402

Note: All of the recording information contained herein refers to the Public Records of Broward County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Subject to Confidentiality Agreement



First American Title Insurance Company
100 Bloomfield Hills Parkway, Suite 195
Bloomfield Hills, MI 48304
Phn - (248)540-4102
Fax - (866)550-1079

12/14/2011

Re: File # **565402**

Property Address: **4660 El Mar Dr, Lauderdale By The Sea, FL 33308**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

Subject to Confidentiality Agreement



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with 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 subsidiaries 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 that 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.