

TO: ShopKo Properties SPE Real Estate, LLC, a Delaware limited liability company
ShopKo Optical Manufacturing SPE Real Estate, LLC, a Delaware limited liability company
Penn-Daniels SPE Real Estate, LLC, a Delaware limited liability company
Pamida SPE Real Estate, LLC, a Delaware limited liability company
P.M. Place SPE Real Estate, LLC, a Delaware limited liability company
ShopKo SPE Real Estate, LLC, a Delaware limited liability company

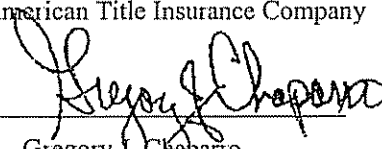
FROM: GREGORY J. CHAPARRO

SUBJECT: SHOPKO

DATE: January 27, 2006

Insurer: First American Title Insurance Company

By: _____


Gregory J. Chaparro

THIS GLOBAL POLICY ENDORSEMENT APPLIES TO ALL PROPERTIES SET FORTH ON THE DEED CHART ATTACHED HERETO AS EXHIBIT A.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EACH MARKED TITLE COMMITMENT/REPORT IS REVISED AS FOLLOWS:

SCHEDULE A

POLICIES TO BE INSURED: ALTA 1992 (Extended Coverage Owner's Policy (1992)
Without Standard Exceptions

AMOUNTS OF INSURANCE: 703,988,000.00

INSURED/EFFECTIVE DATE: Date of closing

NAME OF INSURED: ShopKo Properties SPE Real Estate, LLC, a Delaware limited liability company
ShopKo Optical Manufacturing SPE Real Estate, LLC, a Delaware limited liability company
Penn-Daniels SPE Real Estate, LLC, a Delaware limited liability company
Pamida SPE Real Estate, LLC, a Delaware limited liability company
P.M. Place SPE Real Estate, LLC, a Delaware limited liability company
ShopKo SPE Real Estate, LLC, a Delaware limited liability company

SCHEDULE B

All Schedule B or Schedule B-1, General Requirements and Special Requirements, if any, are deleted in their entirety:

TENANTS:

Rights or claims of tenants or parties in possession not shown by the public records;

MECHANICS LIENS:

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.

TAXES/ASSESSMENTS:

Taxes or special assessments, which are not shown as existing liens by the public records.

SURVEY:

Encroachments, overlaps, boundary line disputes and other matters, which would be disclosed by a current accurate survey or inspection of the land.

EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS:

Easements or claims of easements not shown by public records.

GAP:

Defects, liens, encumbrances, adverse claims and other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the Insured Mortgage.

RIDER:

AFFIRMATIVE COVERAGE/UPDATES:

Insurer has agreed to provide the Insured with affirmative coverage with respect to the matters as more particularly set forth on that certain "Title Policy Tracking Chart" prepared by Barclay Capital Real Estate, Inc., together with First American Title Insurance Company, which has been acknowledged and executed by First American Title Insurance Company and delivered to the Insured in a separate letter dated January 27, 2006.

The following additional exceptions are deleted in their entirety:

FEE MORTGAGES ON PREMISES OWNED IN FEE SIMPLE:

All are deleted.

FEDERAL TAX LIENS, STATE TAX LIENS AND MUNICIPAL LIENS AGAINST BORROWER:

All are deleted.

SPECIFIC SURVEY READINGS:

All readings/exceptions or references relating to specific survey matters, such as "Survey prepared by * dated * shows/discloses" or "Matters as shown on a survey prepared by * dated *" are deleted.

The following exceptions are added:

TAXES AS TO ALL PREMISES OWNED IN FEE SIMPLE:

Taxes and assessments for the current period (which may be a lien, but are not yet due, payable or delinquent) and subsequent years.

SUPPLEMENTAL TAXES AS TO ALL PREMISES IN CA:

The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code as a result of the transfer of title to the Insured or new construction occurring subsequent to Date of Policy. [Note: None currently due, payable or delinquent.]

ACREAGE:

Exact acreage is not insured.

TENANTS:

Unrecorded Leases: Rights or claims of the tenants more particularly set forth on the annexed Tenant Chart, as tenants only, under unrecorded leases, none of which have an option or right of first refusal to purchase the land.

Recorded Leases: Notwithstanding, such tenant has rights as a tenant only, and does not have an option or right of first refusal to purchase the land.

LIENS:

Deed of Trust/Deed to Secure Debt made by Mortgagor to Barclay's Capital Real Estate, Inc.

WP&L Financing Statements in Wisconsin

SURVEY/EXPRESS MAPS:

Encroachments into easements will be shown as exceptions and insured over with a 103.3 endorsement.

REA'S/OPERATING AGREEMENTS:

Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, dated January 27, 2006, and recorded immediately prior hereto.

Assignment and Assumption of Operating Agreements, dated January 27, 2006, and recorded in connection with this transaction.

THE FOLLOWING ENDORSEMENTS/AFFIRMATIVE COVERAGES ARE APPROVED AND WILL BE INCLUDED, WHERE AVAILABLE, IN THE OWNER'S POLICY. UNLESS OTHERWISE INDICATED BELOW, ALL ENDORSEMENTS ARE AVAILABLE IN EACH JURISDICTION:

Access (indicating "has access to" all abutting public roads or public roads by way of easement, if such language is allowed per State insurance regulations)

Address/Location of Improvements

ALTA 9.2

Contiguity, if applicable

Leasehold Endorsement (Owner), as applicable

Subdivision: N/A in OR

Survey/ExpressMap

Tie-In

Tax Lot: N/A in OR and except for those "Outlot" properties where a separate Tax Lot as yet to be created

Waiver of Arbitration

Zoning-Improved Property, w/Parking

103.3 Endorsement for encroachments into easements

FA/OH, KY, WV
FORM 100 (5/01)
TITLE INSURANCE
COMMITMENT



First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, herein called the Company, for valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown on Schedule A as "Effective Date."

NOTICE TO PROPOSED INSURED: This COMMITMENT is not your FINAL POLICY. The FINAL POLICY will be issued upon the elimination of such exceptions and the procuring and recording of such instruments as may be necessary to establish the title according to your application.

First American Title Insurance Company

BY: *Gary L. Keruett* PRESIDENT

Countersigned:

By _____

INSURANCE FRAUD WARNING:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

**ALTA COMMITMENT
SCHEDULE A**

Commitment No.: NCS-161950-CHI1

Effective Date: November 26, 2005 at 7:59 AM

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy Policy Amount \$ 1.00

Proposed Insured:

NOT SUBMITTED

(b) ALTA Loan Policy Policy Amount \$ 1.00

Proposed Insured:

NOT SUBMITTED, its successors and/or assigns, as their interests may appear

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

PAMIDA, INC., a Delaware corporation

3. The land referred to in this Commitment, situated in the City of Greenfield, County of Highland, State of Ohio, is described as follows:

Parcel I:

Situated in the County of Highland, in the State of Ohio and in the City of Greenfield:

Being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a p.k. nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said p.k. nail being the Northeasterly corner of a 3.235 acre tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 605) and the Northwesterly corner of a 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, Page 301); thence with the Easterly line of Zavakos Enterprises, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 19' 12" E., passing a 5/8" iron pin (set) at 30.00 ft., a total distance of 480.49 ft. to a 5/8" iron pin (set) marking the true point of beginning of the tract of land herein described; thence continuing with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E., a distance of 112.59 ft. to a 5/8" iron pin (set); thence with a new division line S. 86 deg. 31' 12" W. a distance of 525.02 ft. to a 5/8" iron pin (set); thence with another new division line N. 11 deg. 13' 14" W., a distance of 287.46 ft. to a 1" flat iron rod (found), said iron rod being the Southwesterly corner of the 1.359 acre tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 609); thence with the Southerly line of Zavakos Enterprises, Inc. S. 63 deg. 58' 23" E., a distance of 116.48 ft. to a 1 1/4" iron pipe (found); thence with the Southerly line of Zavakos Enterprises, Inc. S. 74 deg. 40' 49" E., passing the Southeastery corner to said 1.359 acre tract and continuing with the Southerly line of a 3.235 acre tract also as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 605) a total distance of 312.01 ft. to a 1/2" iron pin (found); thence also with the line of Zavakos Enterprises, Inc. S. 87 deg. 34' 49" E., a distance of 151.30 ft. to the true point of beginning, containing 2.104 acres of land.

The above description is subject to an easement 20 feet in width over the Southerly portion of the above described 2.104 acre tract and being bounded and described as follows:

Beginning at a 5/8" iron pin (set) in the Westerly line of a 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 301) and being the Southeastery corner of the above described 2.104 acre tract; thence with the Southerly line of the above describe 2.104 acre tract S. 86 deg. 31' 12" W., a distance of 525.02 ft. to a 5/8" iron pin (set); thence with the Westerly line of the above described 2.104 acres tract N. 11 deg. 13' 14" W. a distance of 20.18 ft.; thence with the Northerly line of the herein easement N. 86 deg. 31' 12" E., a distance of 524.78 to a point in the Westerly line of the 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 302); thence with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E., a distance of 20.22 ft. to the beginning, containing 0.241 acres within said easement.

Bearings are based upon the record bearing (S. 74 deg. 56' 00" W.) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Envelope 52-B).

The above description is a part of the original 6 acres, 136 poles "Second Tract" as conveyed to B & I Developers and recorded in Official Record Volume 134, page 851 of the Highland County Recorder's Office.

Land surveyed in July and October, 1995, under the direction of Thomas E. Purtell, Registered Professional Surveyor No. 6519, the survey plat of which is referred to as Drawing No. S95-340 on file in the office of McCarty Associates, Hillsboro, Ohio.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P.K. nail (set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the Northwesterly corner of a 3.235 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293);

Thence with the Westerly line of Pamida, Inc. S. 11 deg. 24' 05" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 362.14 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

Thence with a new division line S. 11 deg. 24' 05" E, a distance of 50.36 ft. to a 5/8" iron pin (set);

Thence with another new division line S. 78 deg. 46' 46" W, a distance of 192.81 ft. to a 5/8" iron pin (set), said iron pin being the Easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

Thence with Buck's Easterly line N. 11 deg. 13' 14" W, a total distance of 170.77 ft. to a 1" flat iron rod (found), said flat iron being a corner to a 1.359 acre "Parcel One" as conveyed to Susan E. Beechler (O.R. 259, Page 866 and O.R. 280, Page 129);

Thence with Beechler's Southerly line S. 63 deg. 58' 23" E. a distance of 116.48 ft. to a 1/4" iron pipe (found);

Thence continuing with Beechler's Southerly line S. 74 deg. 40' 49" E., a distance of 111.70 ft. to the true point of beginning containing 0.461 acres of land.

Bearings are based upon the record bearing (S. 74 deg. 56' 00" W) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Env. 52-B).

The above description is a part of the 2.104 acres tract as conveyed to Pamida, Inc. and recorded in Official Record 288, Page 295 of the Highland County Recorder's Office.

Land surveyed in October 1999, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing No. S99-304 on file in the office of McCarty Associates, Hillsboro, Ohio.

This conveyance is a transfer between adjoining lot owners made in connection with Section 711.001 Sub-section B (1) of the Ohio Revised Code and does not create an additional building site or violate any zoning regulations or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the Grantor herein.

The parcel hereby conveyed may not hereafter be conveyed separately by the Grantees nor any structure erected thereon without the prior approval of the authority having approving jurisdiction of plats.

ALSO, SAVE AND EXCEPT THE FOLLOWING:

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. No. 650, and being further bounded and described as follows:

Commencing at a P.K. nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said P.K. nail being the Northeasterly corner of a 3.235 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293) and the Northwesterly corner of a 3.932 acres tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 301);

Thence with the Easterly line of Pamida, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 19' 12" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 480.49 ft. to a 5/8" iron pin (set), said iron pin being a corner to the original 2.104 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 295);

Thence continuing with the Easterly line of Pamida, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E, a distance of 112.59 ft. to a 5/8" iron pin (set) from which a 5/8" iron pin (found) as set by James R. Cottrill, P.S. 6858 bears N 24 deg. 54' 20" W, a distance of 0.48 ft., said iron pin (set) being a corner to the remaining lands of an original 6 acre, 136 poles " Second Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

Thence with Buck's line S. 86 deg. 31' 12" W, a distance of 329.98 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

Thence continuing with Bucks's line S 86 deg. 31' 12" W, a distance of 195.04 ft. to a 5/8" iron pin (set) from which a 5/8" iron pin (found) as set by James R. Cottrill, P.s. 6858 bears N 11 deg. 24' 55", a distance of 0.13 ft., said iron pin (set) being in the easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buk, et ux (O.R. 267, Page 225);

Thence with Buck's line N 11 deg. 13' 14" W, a distance of 116.69 ft. to a 5/8" iron pin (set), said iron pin being the Southwesterly corner of a 0.461 acre "Parcel Three" as conveyed to susan E. Beechler (O.R. 331, Page 869);

Thence with Beechler's line N 78 deg. 46' 46" E, a distance of 192.81 ft. to a 5/8" iron pin (set);

Thence with a new division line S 11 deg. 24' 05" E, a distance of 142.96 ft. to the true point of beginning, containing 0.575 acres of land.

Bearings are base upon the record bearing (S74 deg. 56' 00" W) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 3, Page 03 (Envelope 52-B).

The above description is a part of the original 2.104 acre tract as conveyed to Pamida, Inc. and recorded in Official Record 288, Page 295 of the Highland County Recorder's Office.

Land surveyed in October 1999, and January 2001, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing no. S99-304C on file in the office of McCarty Associates, Hillsboro, Ohio.

Parcel II:

Situated in the County of Highland in the Sate of Ohio and in the City of Greenfield, VMS #647 and #650.

Being bounded and described as follows: Beginning at a spike found in the center of State Route No. 28, said point being the Northwest corner to the tract of which this description is a part, said point also being a corner to a 0.575 acre tract of land owned by Zavakos Belmont, Inc. as recorded in Volume 267, Page 663 of the Highland County Deed Records; thence with the center of State Route No. 28 N. 82 deg 25' E. a distance of 191.15 ft. to a spike set at the point of true beginning to the herein described tract; thence continuing with the center of said road N. 82 deg. 25' E. a distance of 326.62 ft. to a spike (set), said point being a corner to National Church Residences of Greenfield, Inc.; thence leaving said road and running with their line S. 9 deg. 02' E, crossing a 1/2 inch iron pin found at 30.00 ft a total distance of 480.49 ft. to a 1/2 inch iron pin (found) said point being a corner to Jerry E. Merritt, thence with Merritt's lines N. 84 deg 51' 38" W. a distance of 150.03 ft. to a 1/2 inch iron pin (found); thence N. 72 deg. 29' 51" W. a distance of 203.64 ft. to a 1/2 inch iron pin (found); thence with a new division line N 8 deg. 51' W. crossing an iron pin set at 331.04 ft. a total distance of 361.0 ft. to the point of true beginning, containing 3.235 acres of land.

This description is part of a 4.591 acre tract of land as conveyed to Zavakos Belmont, Inc. by Deed recorded in Volume 258, page 794 of the Highland County Record of Deeds. This

description based on a survey by Charles M. Ryan, Registered Surveyor No. 5383, November 1982.

**SCHEDULE B - SECTION I
REQUIREMENTS**

Commitment No.: NCS-161950-CHI1

The following are the requirements to be complied with:

Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.

End of Schedule B - Section I

**SCHEDULE B - SECTION II
EXCEPTIONS**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof 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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. 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.
6. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.
7. This policy does not insure quantity of area recited in the description shown in Schedule A.
8. Highland County Treasurer's General Tax Duplicate shows:

Taxes and Assessments for the last half of 2004, for Parcel No. 27-13-000-224.01, amounting to \$70.97, are paid.
Valuation: Land \$4,480 Impr. - 0 - Total \$4,480

Taxes and Assessments for the last half of 2004, for Parcel No. 27-14-001-138.00, are paid.
Valuation: Land \$19,010 Impr. \$399,530 Total \$418,540

Taxes for the year 2005 are a lien not yet due and payable.
9. Subject to the Right of Way of State Route 28.
10. Right of Way Easement recorded in Volume 107 page 255 of Highland County Records.
11. Easement Agreement recorded in OR Book 288, Page 536; and amended in OR Book 397, Page 673 of Highland County Records.

12. Right of Way Easement to Highland County Commissioners, recorded in Volume 107, Page 255 of Highland County Records.
13. Easement 20 feet in width over the Southerly portion of Parcel 27-13-000-224.01, shown on survey plat.
14. Right of Way Easement to Highland County Commissioners, recorded in Volume 84, Page 675 of Highland County Records.

End of Schedule B - Section II



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 received 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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COMMITMENT

CONDITIONS AND STIPULATIONS

1. (a) The term "mortgage," when used herein, means mortgage, deed of trust or other security instrument.
(b) The term "Public Records," when used herein, means title records that give constructive notice of matters affecting the title according to the state statutes where the land is located.
2. If the proposed Insured has or acquires actual knowledge of any defect, line, 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 and Stipulations.
3. Liability of the Company under the 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, the Conditions and Stipulations, 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. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and subject to the provisions of this Commitment.

COMMITMENT FOR TITLE INSURANCE



First American Title Insurance Company
1 FIRST AMERICAN WAY, SANTA ANA, CA 92707 • (714) 800-3000