

# Stewart Title Guaranty Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

### SUPPLEMENTAL NO. 3

*For assistance regarding this order, please contact Customer Service at customerservice@firsthawaii.com.*

1. Effective Date: March 1, 2010 at 8:00 A. M.

2. Policy or Policies to be issued:

(a) None Amount

Proposed Insured: \$  
N/A

(b) None Amount

Proposed Insured: \$  
N/A

(c) None Amount

Proposed Insured: \$  
N/A

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE INTEREST

SCHEDULE A, Continued

4. Title to the estate or interest in the land is at the effective date hereof vested in:

FHT KAMAKANA, LLC, a Hawaii limited liability company

5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

## **SCHEDULE B-Section 1**

### **REQUIREMENTS**

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments levied and assessed against the subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements, and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialman are all paid.

## **SCHEDULE B - Section 2**

### **Part I**

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
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 by making inquiry of 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.
6. Any lien, or right to a lien, for service, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records

The above standard exception items one through six will be deleted in any extended coverage policy issued.

**SCHEDULE B - Section 2**

**Part II**

1. Tax Key: (3) 7-4-021-020

See Real Property Tax Statement attached.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. AS TO PARCEL FIRST:

(A) GRANT

In Favor Of: HAWAIIAN TELEPHONE COMPANY, now known as  
HAWAIIAN TELCOM, INC.

Dated: May 25, 1978

Book: 13257

Page: 786

Purpose: granting an easement for guy wires and anchors and incidental  
purposes

- (B) 10-foot and 20-foot Future Road Widening setback lines along Palani Road, as shown  
on Tax Map.

- (C) Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions  
and other provisions as contained in the following:

DEED

Grantor: TRUSTEES OF THE LILIUOKALANI TRUST

Grantee: THE STATE OF HAWAII, by and through its Board of Land  
and Natural Resources

Dated: May 05, 1992

Document No. 92-083200

but omitting any covenants or restrictions if any, based upon  
race, color, religion, sex, handicap, familial status, or national  
origin unless and only to the extent that said covenant (a) is  
exempt under Chapter 42, Section 3607 of the United States  
Code or (b) relates to handicap but does not discriminate  
against handicapped persons

SCHEDULE B, Section 2, Part II  
Exceptions, Continued

- (D) Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in the following:

QUITCLAIM DEED

Grantor: THE STATE OF HAWAII, by and through its Board of  
Land and Natural Resources

Grantee: HAWAII HOUSING FINANCE AND DEVELOPMENT  
CORPORATION, a public body and body corporate and  
politic

Dated: July 09, 2007

Document No. 2007-131829

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

- (E) Easement A-1, for slope and drainage purposes, containing an area 2.492 acres, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009, and being more particularly described instrument recorded January 27, 2010, in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-011981.
- (F) Easement A-2, for slope and drainage purposes, containing an area 2,200 square feet, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009, and being more particularly described instrument recorded January 27, 2010, in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-011981.
- (G) Easement A-3, for electrical purposes, containing an area 53 square feet, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009, and being more particularly described instrument recorded January 27, 2010, in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-011981.

SCHEDULE B, Section 2, Part II  
Exceptions, Continued

- (H) Easement A-4, for electrical purposes, containing an area 53 square feet, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009, and being more particularly described instrument recorded January 27, 2010, in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-011981.
- (I) Easement A-5, for a burial buffer, containing an area 1,218 square feet, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009, and being more particularly described instrument recorded January 27, 2010, in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-011981.

4. AS TO PARCEL SECOND:

Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in the following:

LAND PATENT GRANT NO. S-16,019

Patent by: STATE OF HAWAII ,pursuant to the approval by the Board of Land and Natural Resources

Patentee: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic

Dated: July 09, 2007

Document No. 2007-131844

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

SCHEDULE B, Section 2, Part II  
Exceptions, Continued

5. DEVELOPMENT AGREEMENT

By and Between: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic of the State of Hawaii, "HHFDC", and FOREST CITY HAWAII KONA, LLC, a Hawaii limited liability company, "Developer"  
Dated: March 31, 2009

A short form of which is recorded in the Bureau of Conveyance of the State of Hawaii, as Document No. 2009-078712.

6. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in the following:

QUITCLAIM DEED

Grantor: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic of the State of Hawaii  
Grantee: F.H.T., EXCHANGE, INC., a Hawaii corporation  
Dated: June 26, 2009  
Document No. 2009-100211

but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

7. MORTGAGE

Loan No. Not Available  
Mortgagor: F.H.T. EXCHANGE, INC., a Hawaii corporation  
Mortgagee: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic of the State of Hawaii  
Dated: June 26, 2009  
Document No. 2009-100212  
Principal Sum: \$25,000,000.00

The present amount due should be determined by contacting the owner of the debt.



SCHEDULE B, Section 2, Part II  
Exceptions, Continued

ACKNOWLEDGMENT, CONSENT AND AGREEMENT

By: FOREST CITY HAWAII KONA, LLC, a Hawaii limited liability company  
Dated: June 26, 2009  
Document No. 2009-100213  
Re: Acknowledgment and consent to the mortgage and agreement to be solely responsible for the Mortgagee's obligations

8. AGREEMENT REGARDING CONVEYANCE AND ESCROW

By and Between: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic of the State of Hawaii, "HHFDC", and FOREST CITY HAWAII KONA, LLC, a Hawaii limited liability company, "Developer", and FIRST HAWAII TITLE CORPORATION, a Hawaii corporation, and F.H.T. EXCHANGE, INC., a Hawaii corporation (individually and collectively, "FHTC")  
Dated: June 26, 2009

A short form of which is recorded in the Bureau of Conveyance of the State of Hawaii, as Document No. 2009-100214.

9. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in the following:

QUITCLAIM DEED

Grantor: F.H.T. EXCHANGE, INC., a Hawaii corporation  
Grantee: FHT KAMAKANA, LLC, a Hawaii limited liability company  
Dated: June 30, 2009  
Document No. 2009-106530  
but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons

SCHEDULE B, Section 2, Part II  
Exceptions, Continued

10. Any matters which would be shown by a modern metes and bounds survey, including any possible encroachments or discrepancies in boundaries or area.
11. Claims arising out of customary or traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes as provided for in the Hawaii Constitution or the Hawaii Revised Statutes, as amended.
12. Any unrecorded leases, subleases, and/or tenancy agreements demising a portion of the land herein described, and any encumbrances affecting the same.
13. This report has been prepared as a status of title only, with no liability herein assumed. First Hawaii Title Corporation reserves the right to add additional exceptions and/or title requirements if the report is used in a transaction.



8. 149° 30' 1320.94 feet along Lot 2 of Keahuolu Subdivision, File Plan 2041;
9. Thence along Lot 2 of Keahuolu Subdivision, File Plan 2041 on a curve to the right with a radius of 6000.00 feet, the chord azimuth and distance being:  
150° 59' 310.63 feet;
10. 152° 28' 1064.45 feet along Lot 2 of Keahuolu Subdivision, File Plan 2041;
11. Thence along Lot 2 of Keahuolu Subdivision, File Plan 2041 on a curve to the left with a radius of 10,000.00 feet, the chord azimuth and distance being:  
151° 49' 30" 223.98 feet;
12. 151° 11' 1288.73 feet along Lot 2 of Keahuolu Subdivision, File Plan 2041;
13. Thence along Lot 2 of Keahuolu Subdivision, File Plan 2041 on a curve to the right with a radius 6000.00 feet, the chord azimuth and distance being:  
153° 12' 55.9" 425.53 feet;
14. 234° 24' 898.10 feet along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041;
15. Thence along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041 on a curve to the right with a radius of 590.00 feet, the chord azimuth and distance being:  
165° 59' 40" 676.91 feet;

- |     |   |         |   |
|-----|---|---------|---|
| 16. | 201° 00'  | 47.00   | feet along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041;  |
| 17. | 255° 15'  | 280.45  | feet along Lots 31 and 9 of the Villages of La'i'opua, Phase I, File Plan 2128;   |
| 18. | 295° 11'  | 864.62  | feet along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041;  |
| 19. | Thence along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041 on a curve to the left with a radius of 2060.00 feet, the chord azimuth and distance being: |         |   |
|     | 199° 01' 02"  | 629.16  | feet;   |
| 20. | 190° 14'  | 48.33   | feet along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041;  |
| 21. | 254° 11' 02"  | 348.16  | feet along Lots 37, 7 and 34 of the Villages of La'i'opua, Phase I, File Plan 2128;   |
| 22. | 280° 14'  | 787.44  | feet along the remainder of Lot 1 of Keahuolu Subdivision, File Plan 2041;  |
| 23. | 15° 00'   | 2449.46 | feet along Department of Hawaiian Home Lands;   |
| 24. | 284° 50'  | 1709.68 | feet along Department of Hawaiian Home Lands to the point of beginning and containing an area of 271.842 acres, more or less. |

PARCEL SECOND:

All of that certain parcel of land being a portions of the Government Land of Kealakehe, situate, lying and being at Kealakehe, North Kona, Island of Hawaii, State of Hawaii, described as follows:

Lot 7, area 0.022 acre, more or less, and

Lot 9, area 0.198 acre, more or less,

as delineated on the map entitled "THE VILLAGES OF LA'ĪOPUA PHASE I", which said map was filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 2128.

AS TO PARCELS FIRST AND SECOND ONLY:

- (a) SAVING AND EXCEPTING all of those certain parcels of land, being Lots A-2 through A-5, more particularly described as Parcels Third through Sixth herein, respectively.
- (b) Leaving a net area of 271.028 Acres, more or less.

NOTE: Lot A-1 (Parcel First) and Lots 7 and 9 (Parcel Second), is described as one consolidated parcel known as Lot A, by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972, on that certain certification letter dated January 25, 2010, attached to instrument recorded January 27, 2010, in the Bureau of Conveyances of the State of Hawaii as Document No. 2010-011981. Pursuant to said certification letter Lot A was further subdivided into Lots A-1 through A-5, of which a current metes and bounds description of Lot A-1 has not been made a part hereof, at the time this report has been issued.

PARCEL THIRD:

All of that certain parcel of land, being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), situate, lying and being at Keahuolu, North Kona, Island of Hawaii, State of Hawaii, being **LOT A-2**, more particularly described as follows:

Beginning at the Southwest corner of this parcel of land and on the north boundary of Lot C-3 of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 2,043.24 feet North and 11,608.89 feet East, thence running by azimuths measured clockwise from True South:

1. 152° 28' 192.00 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
2. 242° 28' 76.00 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
3. 332° 28' 192.00 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
4. 62° 28' 76.00 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45) to the point of beginning and containing an Area of 0.335 Acre, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009.

PARCEL FOURTH:

All of that certain parcel of land, being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), situate, lying and being at Keahuolu, North Kona, Island of Hawaii, State of Hawaii, being **LOT A-3**, more particularly described as follows:

Beginning at the South corner of this parcel of land and on the north boundary of Lot C-3 of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 2,299.76 feet North and 11,475.16 feet East, thence running by azimuths measured clockwise from True South:

1. 152° 28' 82.25 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
2. Thence along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 10,000.00 feet, the chord azimuth and distance being:  
151° 49' 30" 223.98 feet;
3. 151° 11' 139.01 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
4. 323° 28' 271.70 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
5. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:  
282° 53' 39.03 feet;



6. 332° 18' 107.47 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
7. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 680.00 feet, the chord azimuth and distance being:  
43° 50' 43" 50.16 feet;
8. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:  
7° 05' 57" 34.10 feet to the point of beginning and containing an Area of 0.323 Acre, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009.

PARCEL FIFTH:

All of that certain parcel of land, being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), situate, lying and being at Keahuolu, North Kona, Island of Hawaii, State of Hawaii, being **LOT A-4**, more particularly described as follows:

Beginning at the South corner of this parcel of land and on the north boundary of Lot 2-B-3 of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 3,582.06 feet North and 10,774.69 feet East, thence running by azimuths measured clockwise from True South:

1. 151° 11' 133.79 feet along Lot 2-B-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

2. Thence along Lot 2-B-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the right with a radius of 6,000.00 feet, the chord azimuth and distance being:
 

152°	44'	39.3"	326.88	feet;
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3. 324° 22' 285.12 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
  
4. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
 

288°	03'	59"	35.52	feet;
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5. 331° 10' 109.00 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
  
6. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 680.00 feet, the chord azimuth and distance being:
 

44°	22'	51'	48.84	feet;
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7. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
 

6°	45'	11"	34.90	feet to the point of beginning and containing an Area of 0.360 Acre, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009.
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PARCEL SIXTH:

All of that certain parcel of land, being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), situate, lying and being at Keahuolu, North Kona, Island of Hawaii, State of Hawaii, being **LOT A-5**, more particularly described as follows:

Beginning at the East corner of this parcel of land and on the south corner of the Water Commission of the County of Hawaii Reservoir Site, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 8.89 feet North and 12,792.20 feet East, thence running by azimuths measured clockwise from True South:

1. Along Palani Road and Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:
 

103°	34'	11"	43.11	feet;
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2. 149° 30' 30.38 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
  
3. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:
 

292°	33'	23"	48.08	feet;
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4. 324° 06' 20" 22.03 feet along Water Commission of the County of Hawaii Reservoir Site to the point of beginning and containing an Area of 0.017 Acre, more or less, as per survey made by Clayton M. Kaneshiro, Licensed Professional Land Surveyor, Certificate No. 12972. dated October 02, 2009.

Being all of the land conveyed by the following:

QUITCLAIM DEED WITH RESERVATION OF RIGHTS (KAMAKANA VILLAGES AT  
KEAHUOLU 272 ACRES)

Grantor: F.H.T. EXCHANGE, INC., a Hawaii corporation  
Grantee: FHT KAMAKANA, LLC, a Hawaii limited liability company  
Dated: June 30, 2009  
Document No. 2009-106530



## FIRST HAWAII TITLE CORPORATION PRIVACY POLICY NOTICE

We believe in your right to the privacy and confidentiality of your nonpublic personal information (“personal information”). The purpose of this document is to notify you of the privacy policies and practices of First Hawaii Title Corporation and its affiliate companies, F.H.T. Exchange, Inc. and Ekahi Contract Management, LLC for orders or requests we handle for your personal, family or household purposes. Title V of the Gramm-Leach Bliley Act generally prohibits any financial institution, directly or through its affiliates, from sharing personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policy and practices, such as the type of information that it collects about you and the categories of persons or entities with whom it may be shared.

We collect, maintain and use information about you such as your work phone number, your social security number, mortgage lender and loan number, or account balance in order to process your title order, escrow transaction, or other services we may provide. We may use all or some of the personal information provided to us by one or more of the following means:

- From you or on forms, via the Internet, by telephone, or otherwise. This is information that tells us about yourself to identify who you are and to help us distinguish you from other people we may come across during our title research, for example.
- From forms that your real estate agent, mortgage broker, lender, or accountant furnishes us.
- From prior or other transactions with us for which we have kept records.

It is our policy that all personal information about you will be held in the strictest confidence. We do not share your personal information with non-affiliated third parties except as necessary to process your order or request for our services. We also do not sell your personal information to direct marketers. **WE DO NOT SHARE ANY PERSONAL INFORMATION ABOUT YOU, EVEN IF YOU ARE A FORMER CUSTOMER, WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

Situations that the law permits us to share your personal information with non-affiliated third parties include when we are served with a subpoena or court order; if we need to process a claim; if we need to consult with our title insurers for insurance underwriting purposes; or if we need to consult with our attorneys for advice regarding a dispute among parties to an escrow. We may share personal information with our own auditors or with state and federal regulatory agencies such as state bank examiners and the IRS. Of course, we may also share your personal information when you direct us or give us permission to do so.

Your right to “opt out” from our sharing personal information to non-affiliated third parties is not applicable since we do not share any personal information except as permitted by law.

We have implemented policies and procedures that restrict access to your personal information to only those employees who need to know that information in order to provide you with our products or services. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.



## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

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

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

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

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

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

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

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("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 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 a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

M. Rodskin

Authorized Countersignature

First Hawaii Title Corporation

Company Name

201 Merchant Street, Suite 2000

Honolulu, Hawaii 96813

City, State



Senior Chairman of the Board

Malcolm Shonis  
Chairman of the Board

Michael Skalla  
President





## 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 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 contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



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

Issuing Agent: First Hawaii Title Corporation, 201 Merchant Street, Suite 2000, Honolulu, Hawaii 96813.  
Phone: (808) 521-3411