



COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company, 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 mortgagor 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 the Commitment or by subsequent endorsement.

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

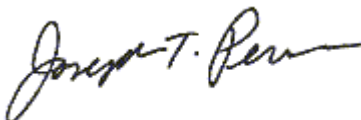
IN WITNESS WHEREOF, the Company has caused this commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."



First American Title Insurance Company

By:  President

Attest:  Secretary

By:  Countersigned



**First American Title Insurance Company
National Commercial Services**

2101 Fourth Avenue, Suite 800, Seattle, WA 98121
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Mike Cooper
(206)615-3107
mcooper@firstam.com

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To: **NAI Puget Sound Properties**
1420 5th Avenue, Suite 2670

Seattle, WA 98101

File No.: **NCS-343465-WA1**
Your Ref No.: **Tacoma Alpha Land
Investors LLC**

Attn: **Bob Bencze**

**AMENDED
SIXTH REPORT
SCHEDULE A**

1. Commitment Date: August 07, 2008 at 7:30 A.M.

2. Policy or Policies to be issued:

	AMOUNT	PREMIUM	TAX
Short Term Rate			
Standard Owner's Coverage	\$ To Follow	\$	\$

Proposed Insured:
To Follow

Extended Mortgagee's Coverage	\$ To Follow	\$	\$
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Proposed Insured:
To Follow

3. The estate or interest in the land described on Page 2 herein is **Fee Simple**, and title thereto is at the effective date hereof vested in:

Tacoma Alpha Land Investors LLC, an Oregon limited liability company

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

The land referred to in this report is described in Exhibit "A" attached hereto.

EXHIBIT 'A'

LEGAL DESCRIPTION:

LOTS 22 THROUGH 32, IN BLOCK 505 OF MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO PLAT FILED FOR RECORD FEBRUARY 3, 1875, IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE VACATED PORTION OF SOUTH 7TH STREET ABUTTING LOTS 27 TO 32, INCLUSIVE, THEREON, AS VACATED BY ORDINANCE NO. 5843 OF THE CITY OF TACOMA, RECORDED UNDER RECORDING NO. 407467.

SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the Requirements to be complied with:

- Item (A) Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate or interest to be insured.
- Item (B) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- Item (C) Pay us the premiums, fees and charges for the policy.
- Item (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions

SCHEDULE B - SECTION 2
GENERAL EXCEPTIONS

The Policy or Policies to be issued will contain Exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. 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.
- B. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- E. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in acts authorizing the issuance thereof; (3) Water rights, claims or title to water; whether or not the matters excepted under (1), (2) or (3) are shown by the public records; (4) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor, materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. 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 of record for value the estate or interest or mortgages thereon covered by this Commitment.

**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Tacoma** is at **1.78%**.
Levy/Area Code: 005

For all transactions recorded on or after July 1, 2005:

- **A fee of \$10.00 will be charged on all exempt transactions;**
- **A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due.**

2. General Taxes for the year 2008.

Tax Account No.:	200505-005-0
Amount Billed:	\$ 1,032.61
Amount Paid:	\$ 516.31
Amount Due:	\$ 516.30
Assessed Land Value:	\$ 87,900.00
Assessed Improvement Value:	\$ 0.00

(Affects portion of Lots 22 and 23)

3. General Taxes for the year 2008.

Tax Account No.:	200505-006-0
Amount Billed:	\$ 4,634.31
Amount Paid:	\$ 2,317.16
Amount Due:	\$ 2,317.15
Assessed Land Value:	\$ 396,400.00
Assessed Improvement Value:	\$ 0.00

(Affects remainder of Lots 22 & 23 and all of Lot 24)

4. City liens, if any, for the City of Tacoma.
Note: An inquiry has NOT been made concerning the actual status of such liens.
5. This item has been intentionally deleted.

6. Deed of Trust and the terms and conditions thereof.
- | | |
|------------------------|----------------------------------|
| Grantor/Trustor: | Tacoma Alpha Land Investors, LLC |
| Grantee/Beneficiary: | Bank of the Cascades |
| Trustee: | First American Title Company |
| Amount: | \$2,125,000.00 |
| Recorded: | April 19, 2007 |
| Recording Information: | 200704190539 |

Document(s) declaring modifications thereof recorded May 12, 2008 as 200805120235 of Official Records.

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

Affects: The land and other property.

7. Evidence of the authority of the individual(s) to execute the forthcoming document for Tacoma Alpha Land Investors, LLC, an Oregon limited liability company, copies of the current operating agreement should be submitted prior to closing.
8. This item has been intentionally deleted.
9. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
10. General Taxes for the year 2008.
- | | |
|-----------------------------|---------------|
| Tax Account No.: | 200505-007-0 |
| Amount Billed: | \$ 3,808.90 |
| Amount Paid: | \$ 1,904.45 |
| Amount Due: | \$ 1,904.45 |
| Assessed Land Value: | \$ 322,900.00 |
| Assessed Improvement Value: | \$ 2,800.00 |

(Affects Lots 25 and 26)

11. General Taxes for the year 2008.
- | | |
|-----------------------------|-----------------|
| Tax Account No.: | 200505-008-0 |
| Amount Billed: | \$ 12,389.92 |
| Amount Paid: | \$ 6,194.96 |
| Amount Due: | \$ 6,194.96 |
| Assessed Land Value: | \$ 1,005,700.00 |
| Assessed Improvement Value: | \$ 55,000.00 |

(Affects Lots 27 thru 32)

12. Broadway Local Improvement District No. 8645 project - Specification No. PW08-0188F, approved by the City of Tacoma by Purchase Resolution No. 37459.

Preliminary Assessment amounts are as follows:

Parcel 200505-005-0	\$ 21,107.37
Parcel 200505-006-0	\$ 26,345.81
Parcel 200505-007-0	\$ 47,259.12
Parcel 200505-008-0	\$103,493.76

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Lots 22-32, Block 505, Map of New Tacoma

APN: 200505-005-0, 200505-006-0, 200505-007-0 and 200505-008-0
- D. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

END OF SCHEDULE B



First American Title Insurance Company
National Commercial Services

COMMITMENT
Conditions and Stipulations

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 acquires actual knowledge of a 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 or 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 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, exclusion from coverage, and the Conditions and Stipulations of the form of Policy or Policies committed for in favor of the proposed Insured which are hereby incorporated by references, and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the Insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this Commitment.

The First American Corporation
First American Title Insurance Company
National Commercial Services
PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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