

EXHIBIT A

The land referred to is situated in the County of Napa, City of American Canyon, State of California, and is described as follows:

Lots A and B as shown on the final Map of Oat Hill Unit No. 2 recorded May 21, 1984 in Book 14 of maps at pages 4 and 5 in the office of the county recorder of said County.

Excepting therefrom Lot A that portion conveyed to American Canyon County Water District by Deed recorded May 22, 1984 in Book 1338 of official records at Page 795.

APN(s): 058-380-007;
 058-380-011; &
 058-380-015

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ORDER NO. 0530005131-TV

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

Title to said estate or interest at the date hereof is vested in:

Oat Hill Partners, LTD., a California limited partnership

The land referred to in this Report is situated in the County of Napa, City of American Canyon, State of California, and is described as follows:

Lots A and B as shown on the final Map of Oat Hill Unit No. 2 recorded May 21, 1984 in Book 14 of maps at pages 4 and 5 in the office of the county recorder of said County.

Excepting therefrom Lot A that portion conveyed to American Canyon County Water District by Deed recorded May 22, 1984 in Book 1338 of official records at Page 795.

APN(s): 058-380-007;
058-380-011; &
058-380-015

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2007 - 2008, as follows:

Assessor's Parcel No	:	058-380-011	
Code No.	:	005-000	
1st Installment	:	\$116.83	Marked Paid
2nd Installment	:	\$116.83	Marked Paid
Land	:	\$20,915.00	

Affects a portion of said land.

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3. Taxes and assessments, general and special, for the fiscal year 2007 - 2008, as follows:

Assessor's Parcel No	:	058-380-007	
Code No.	:	005-000	
1st Installment	:	\$1,732.84	Marked Paid
2nd Installment	:	\$1,732.84	Marked Paid
Land	:	\$307,863.00	

Affects a portion of said land.

4. Taxes and assessments, general and special, for the fiscal year 2007 - 2008, as follows:

Assessor's Parcel No	:	058-380-015	
Code No.	:	005-000	
1st Installment	:	\$6,785.50	Marked Paid
2nd Installment	:	\$6,785.50	Marked Paid
Land	:	\$306,428.00	
Imp. Value	:	\$867,490.00	

Affects a portion of said land.

5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Deed
Reserved By	:	Mrs. Fannie Higgins
For	:	Roadway 50 feet in width
Dated	:	September 17, 1898
Recorded	:	September 17, 1898 in Book 5 of Official Records, Page 304
Affects	:	Northern line of the property

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For	:	50 foot right of way
Affects	:	Northerly portion of said land

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8. Irrevocable Dedication of Real Property to the County of Napa, recorded May 9, 1978 in Book 14, Pages 4 and 5 official records of Napa County. Affects Northerly Portion of Lot B.

9. Matters as contained or referred to in an instrument,

Entitled : Agreement
Executed By : Ward, Irene Maher, Harold and Bobbie Hess
Dated : May 8, 1984
Recorded : May 21, 1984 in Book 1338 of Official Records, Page 697 and 699

Note: Reference is made to said instrument for full particulars.

10. Covenants, Conditions and Restrictions which do not contain express provision for forfeiture or reversion of title in the event of violation, but omitting any covenants or restriction 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : May 21, 1984 in Book 1338 of Official Records, Page 703

Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

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11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement Deed
Granted To : American Canyon County Water District
For : Construction, improvement, replacement, maintenance and repair for public water lines and appurtenances, over, under and upon that certain real property.
Recorded : May 22, 1984 in Book 1338 of Official Records, Page 798
Affects : More particularly described in above said document

12. Matters as contained or referred to in an instrument,

Entitled : Gravity Sanitary Sewer Service
Executed By : Ward Maher, Irene Maher, Harold and Bobbie Hess
Dated : November 26, 1986
Recorded : December 22, 1986 in Book 1486 of Official Records, Page 517

Note: Reference is made to said instrument for full particulars.

13. Covenants, Conditions and Restrictions which do not contain express provision for forfeiture or reversion of title in the event of violation, but omitting any covenants or restriction 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 Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : January 27, 1987 in Book 1494 of Official Records, Page 587 under Recorder's Serial Number 2834

Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

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14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.
- For : Slope and Drainage Easement
Affects : A portion of Parcel A as shown on said Tract Map
15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.
- For : Waterline, Access and Slope Easement
Affects : A portion of Parcel A as shown on said Tract Map
16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.
- For : Additional Roadway Easement
Affects : A portion of Parcel A as shown on said Tract Map
17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Easement
Granted To : Pacific Gas and Electric Company, a California corporation and Pacific Bell, a California corporation
For : Poles, Aerial Wires, Cables, Electrical Conductors
Recorded : April 16, 1984 in Book 1384 of Official Records, Page 115
Affects : More Particularly described in above said document
18. Matters as contained or referred to in an instrument,
- Entitled : Avigation and Hazard Easement Deed
Executed By : Oat Hill Partners, LTD., a California limited partnership
Recorded : November 2, 1993 in Official Records under Recorder's Serial Number 1993035705
Returned to Address : 1195 Third Street, Room 310, Napa, CA 94559

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19. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : MetroPCS California/Florida, Inc., a Delaware corporation, d/b/a MetroPCS
Disclosed by : Memorandum of Agreement
Recorded : November 22, 2004 in Official Records under Recorder's Serial Number 2004-0049018
Return to Address : 8144 Walnut Hill Lane, Ste. 800, Dallas, TX 75231

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

20. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : GTE Mobilenet of California limited partnership
Disclosed by : Memorandum of Lease
Dated : August 1, 1993
Recorded : November 30, 1993 in Official Records under Recorder's Serial Number 1993 038873
Return to Address : 3160 Crow Canyon Road, Suite 400, San Ramon, CA 94583, Attn: Shipping Dept./Document Control

And as assigned by instrument, dated April 1, 2000, recorded November 16, 2001 in Official Records under Recorder's Serial Number 2001-0040238, by GTE Mobilnet of California Limited Partnership, a California limited partnership, assignor, to Crown Castle GT Company LLC, a Delaware limited liability company, assignee.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

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21. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : Sprint Spectrum, L.P., a Delaware limited partnership
Disclosed by : Memorandum of Agreement
Recorded : January 10, 1997 in Official Records under Recorder's Serial Number
1997 000586
Return to Address : 4683 Chabot Drive, Ste. 100, Pleasanton, CA 94588

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

22. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : MetroPCS California/Florida, Inc., a Delaware corporation, d/b/a
MetroPCS
Disclosed by : Memorandum of Agreement
Dated : October 11, 2004
Recorded : November 22, 2004 in Official Records under Recorder's Serial
Number 2004-0049018
Return to Address : 8144 Walnut Hill Lane, Ste. 800, Dallas, TX 75231

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

23. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : Wireless Capital Partners, LLC, a Delaware limited liability company
Disclosed by : Memorandum of Purchase and Sale of Easement and Lease and
Successor Lease
Dated : October 21, 2004
Recorded : December 14, 2004 in Official Records under Recorder's Serial
Number 2004-0051871
Return to Address : 3 Greenway Plaza, Ste. 1100, Houston, TX 77046

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And as assigned by instrument, dated April 20, 2007, recorded June 7, 2007 in Official Records under Recorder's Serial Number 2007-0019161, by Wireless Capital Partners, LLC, a Delaware limited liability company, assignor, to MW Cell REIT 1 LLC, a Delaware limited liability company, assignee.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

24. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : Wireless Capital Partners, LLC, a Delaware limited liability company
Disclosed by : Memorandum of Purchase and Sale of Easement and Lease and Successor Lease
Dated : October 21, 2004
Recorded : December 14, 2004 in Official Records under Recorder's Serial Number 2004-0051872
Return to Address : 3 Greenway Plaza, Ste. 1100, Houston, TX 77046

And as assigned by instrument, dated April 20, 2007, recorded June 7, 2007 in Official Records under Recorder's Serial Number 2007-0019160, by Wireless Capital Partners, LLC, a Delaware limited liability company, assignor, to Cell REIT 1 LLC, a Delaware limited liability company, assignee.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

25. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oat Hill Partners, LTD., a California limited partnership
Lessee : Wireless Capital Partners, LLC, a Delaware limited liability company
Disclosed by : Memorandum of Purchase and Sale of Easement and Lease and Successor Lease
Dated : May 5, 2005
Recorded : June 2, 2005 in Official Records under Recorder's Serial Number 2005-0021939
Return to Address : 3 Greenway Plaza, Ste. 1100, Houston, TX 77046

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And as assigned by instrument, dated April 20, 2007, recorded June 7, 2007 in Official Records under Recorder's Serial Number 2007-0019162, by Wireless Capital Partners, LLC, a Delaware limited liability company, assignor, to MW Cell REIT 1 LLC, a Delaware limited liability company, assignee.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

26. Any unrecorded and subsisting leases.
27. Rights and claims of parties in possession.
28. The requirement that there be filed in the office of the Secretary of State a Certificate of Limited Partnership – Form LP-1 – for Oat Hill Partners, LTD., a California limited partnership in compliance with the provisions of the California Revised Limited Partnership Act, Section 15611, et. seq., Corporations Code, and a certified copy of same be recorded in the office of the County Recorder.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.2 and 2.1.

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- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a commercial building known as 100 Napa Junction Road, American Canyon, CA.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed
By/From : Ward Maher and Irene Maher, husband and wife as to an undivided 1/2 interest; and Harold Hess and Bobbie Hess, husband and wife as to an undivided 1/2 interest
To : Oat Hill Partners, LTD., a California limited partnership
Dated : May 24, 1984
Recorded : August 27, 1984 in Book 1353 of Official Records, Page 580

- D. In addition to existing requirements pertaining to sellers who are non-residents of California, as a result of recent changes to Section 18662 of the Revenue and Taxation Code, in transactions closing after January 1, 2003 the buyer may then be responsible to withhold 3 1/3% of the sales price (as defined therein) from any seller, if this property is not the seller's principal residence. The statute, as modified, also provides for certain exemptions to the buyer's responsibility to withhold, which may apply.

ON
MC/jd

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. -
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;.
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or 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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that 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) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

OLD REPUBLIC TITLE COMPANY

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of OLD REPUBLIC TITLE COMPANY

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

