APPENDIX B

ENVIRONMENTAL DATA RESOURCES, INC.

Sanborn Map Report



Jamison Way Parcels

3544 Jamison Way Castro Valley, CA 94546

Inquiry Number: 4549561.3 February 26, 2016

Certified Sanborn® Map Report



6 Armstrong Road, 4th Floor Shelton, Connecticut 06484 Toll Free: 800.352.0050 www.edrnet.com

Certified Sanborn® Map Report

2/26/16

Site Name:

Jamison Way Parcels 3544 Jamison Way Castro Valley, CA 94546

EDR Inquiry # 4549561.3

Client Name: Engeo Inc. 2010 Crow Canyon Place San Ramon, CA 94583

1.3 Contact: Jenna

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Engeo Inc. were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name:	Jamison Way Parcels
Address:	3544 Jamison Way
City, State, Zip:	Castro Valley, CA 94546
Cross Street:	
P.O. #	P2016.000.210
Project:	Jamison Way Parcels
Certification #	733E-4B9C-8E8B

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results Certification # 733E-4B9C-8E8B

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

Library of Congress
 University Publications of America
 EDR Private Collection

The Sanborn Library LLC Since 1866™

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APPENDIX C

ENVIRONMENTAL DATA RESOURCES, INC.

Historical Topographic Map Report



Jamison Way Parcels 3544 Jamison Way Castro Valley, CA 94546

Inquiry Number: 4549561.4 February 26, 2016

EDR Historical Topo Map Report with QuadMatch™



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

EDR Historical Topo Map Report

Site Name:

Jamison Way Parcels 3544 Jamison Way Castro Valley, CA 94546 EDR Inquiry # 4549561.4

Client Name:

Engeo Inc. 2010 Crow Canyon Place San Ramon, CA 94583 Contact: Jenna



02/26/16

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Engeo Inc. were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results	:	Coordinates:	
Site Name:	Jamison Way Parcels	Latitude:	37.69883 37° 41' 56" North
Address:	3544 Jamison Way	Longitude:	-122.07662 -122° 4' 36" West
City,State,Zip:	Castro Valley, CA 94546	UTM Zone:	Zone 10 North
P.O.#	P2016.000.210	UTM X Meters:	581401.62
Project:	Jamison Way Parcels	UTM Y Meters:	4172801.57
-	,,	Elevation:	188.64' above sea level
Maps Provided	:		
2012	1015		
1996	1915 1899		
1996	1099		
1980			
1968			
1959			
1950			
1947			

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Topo Sheet Thumbnails

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2012 Source Sheets



Hayward 2012 7.5-minute, 24000

1996 Source Sheets



Hayward 1996 7.5-minute, 24000 Aerial Photo Revised 1993 Edited 1996

1980 Source Sheets



Hayward 1980 7.5-minute, 24000 Photo Revised 1980 Aerial Photo Revised 1979

1973 Source Sheets



Hayward 1973 7.5-minute, 24000 Photo Revised 1973 Aerial Photo Revised 1973

Topo Sheet Thumbnails

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1968 Source Sheets



Hayward 1968 7.5-minute, 24000 Photo Revised 1968 Aerial Photo Revised 1968

1959 Source Sheets



Hayward 1959 7.5-minute, 24000 Aerial Photo Revised 1958

1950 Source Sheets



Hayward 1950 7.5-minute, 24000 Aerial Photo Revised 1946

1947 Source Sheets



Hayward 1947 7.5-minute, 24000 Aerial Photo Revised 1946

Topo Sheet Thumbnails

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1915 Source Sheets



Haywards 1915 15-minute, 62500



Hayward 1915 15-minute, 62500

1899 Source Sheets



Haywards 1899 15-minute, 62500





page 6



















1968









4

1950





SW

S

SE





SITE NAME:	Jamison Way Parcels
ADDRESS:	3544 Jamison Way
	Castro Valley, CA 94546
CLIENT:	Engeo Inc.







4549561 - 4 page 15

APPENDIX D

CHICAGO TITLE COMPANY

Preliminary Title Report





PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Secretary

Secretary

Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT: Chicago Title Company 190 Hartz Avenue, # 100 • Danville, CA 94526 (925)820-5700 • FAX (925)820-2698

Another Prompt Delivery From Chicago Title Company Title Department Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: Daryl Paulson Email: daryl.paulson@titlegroup.fntg.com Title No.: FWAC-TO16000691-DP Escrow Officer: Ruth Pike Email: ruth.walker@ctt.com Escrow No.: FCLA-3831600204

TO: ACRE Investment Company, LLC

Attn:

PROPERTY ADDRESS(ES): 3528B - 3550 Jamison Wy, Castro Valley, CA

EFFECTIVE DATE: February 4, 2016 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee, as to Parcels 1 through 5, Easement as to Parcels 1-A and 4-A

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

DAN E. BRIGGS, TRUSTEE OF TRUST "A" (SURVIVORS TRUST) UNDER THE BRIGGS FAMILY TRUST, DATED OCTOBER 8, 1998 AND ANY AMENDMENTS THERETO

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 084A-0076-022-00, 084A-0076-023-00, 084A-0076-020-01, 084A-0076-021-04 and 084A-0076-021-06

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF THE 27.358 ACRE TRACT OF LAND FIRSTLY DESCRIBED IN THE DEED OF HELEN LORENA JAMISON AND LILLIAN MABEL JAMISON, TO HOMER HAMILTON JAMISON, DATED 20, 1901, RECORDED DECEMBER 20, 1901, IN BOOK 822 OF DEEDS, PAGE 49, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF COUNTY ROAD NO. 7904 KNOWN AS JAMISON WAY, DISTANT THEREON SOUTH 89 DEGREES 25 WEST 798.18 FEET FROM THE WESTERN LINE OF COUNTY ROAD NO. 7800 KNOWN AS REDWOOD ROAD, 59.59 FEET WIDE; RUNNING THENCE ALONG SAID CENTER LINE OF JAMISON WAY, NORTH 89 DEGREES 25' EAST 11 FEET; THENCE NORTH 0 DEGREES 32 45" WEST 243 FEET; THENCE NORTH 89 DEGREES 25' EAST 107.31 FEET; THENCE NORTH 0 DEGREES 32' 45" WEST 162 FEET TO THE NORTHERN LINE OF SAID 27.358 ACRE TRACT; THENCE ALONG THE LAST MENTIONED LINE, SOUTH 89 DEGREES 25 WEST 118.31 FEET TO A LINE DRAWN NORTH 0 DEGREES 32' 45" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 32' 45" EAST 405 FEET TO THE POINT OF BEGINNING.

PARCEL 1-A:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 1 HEREIN DESCRIBED AND ANY SUBSEQUENT SUBDIVISION OR SUBDIVISIONS THEREOF FOR PRIVATE ROADWAY PURPOSES AND FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPAIRING UNDERGROUND PIPES FOR WATER AND GAS AND OVERHEAD LINES FOR ELECTRICITY AND TELEPHONES AND FOR UNDERGROUND SEWER LINES, ON, OVER, ACROSS AND ALONG THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF JAMISON WAY OR COUNTY ROAD NO. 7904, DISTANT THEREON SOUTH 89 DEGREES 25' WEST 775.18 FEET FROM THE WESTERN LINE OF REDWOOD ROAD OR COUNTY ROAD NO. 7800, 59.50 FEET WIDE, RUNNING THENCE ALONG SAID CENTER LINE SOUTH 89 DEGREES 25' WEST 12 FEET; THENCE NORTH 0 DEGREES 32' 45" WEST 243 FEET; THENCE NORTH 89 DEGREES 25' EAST 12 FEET; THENCE SOUTH 0 DEGREES 32' 45" EAST 243 FEET TO THE POINT OF BEGINNING,

PARCEL 2:

A PORTION OF THE 27.358 ACRE TRACT OF LAND FIRSTLY DESCRIBED IN THE DEED FROM HELEN LORENA JAMISON AND LILLIAN MABEL JAMISON, TO HOMER HAMILTON JAMISON, DATED 20, 1901, RECORDED DECEMBER 20, 1901, IN BOOK 822 OF DEEDS, PAGE 49, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF JAMISON WAY OR COUNTY ROAD NO. 7904, DISTANT THEREON SOUTH 89° 25' WEST 679.87 FEET FROM THE WESTERN LINE OF COUNTY ROAD NO. 7800 OR REDWOOD ROAD, AS SAID ROAD NOW EXISTS 59,50 FEET WIDE; THENCE ALONG SAID CENTER LINE OF JAMISON WAY, SOUTH 89° 25' WEST 107.31 FEET TO A POINT; THENCE NORTH 0° 32' 45" WEST 189 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 32' 45" WEST 54 FEET; THENCE NORTH 89° 25' EAST 107.31 FEET; THENCE SOUTH 0° 32' 45" EAST 54 FEET; THENCE SOUTH 89° 25' WEST 107.31 FEET, MORE OR LESS, TO THE ACTUAL POINT OF BEGINNING.

EXHIBIT "A" Legal Description (continued)

PARCEL 3:

A PORTION OF THE 27.358 ACRE TRACT OF LAND FIRSTLY DESCRIBED IN THE DEED FROM HELEN LORENA JAMISON AND LILLIAN MABEL JAMISON TO HOMER HAMILTON JAMISON, DATED DECEMBER 20, 1901, RECORDED DECEMBER 20, 1901 IN BOOK 822 OF DEEDS, PAGE 49, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF JAMISON WAY OR COUNTY ROAD NO. 7904, DISTANT THEREON SOUTH 89° 25' WEST 679.87 FEET FROM THE WESTERN LINE OF COUNTY ROAD NO. 7800, OR REDWOOD ROAD, AS SAID ROAD NOW EXISTS 59.50 FEET WIDE; THENCE ALONG SAID CENTER LINE OF JAMISON WAY, SOUTH 89° 25' WEST 107.31 FEET TO A POINT; THENCE NORTH 0° 32' 45" WEST 189 FEET; THENCE NORTH 89° 25' EAST 107.31 FEET; THENCE SOUTH 0° 32' 45" EAST 189 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PORTION OF THE 27.358 ACRE TRACT OF LAND FIRSTLY DESCRIBED IN THE DEED BY HELEN LORENA JAMISON AND LILLIAN MABEL JAMISON TO HOMER HAMILTON JAMISON DATED DECEMBER 20, 1901, RECORDED DECEMBER 20, 1901 IN BOOK 822 OF DEEDS, PAGE 49, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF JAMISON WAY, AS DESCRIBED IN THE DEED BY HOMER HAMILTON JAMISON AND CARRIE S. JAMISON, TO EDWIN 3. GOYETTE, RECORDED FEBRUARY 3, 1936, IN BOOK 3282 OF OR, PAGE 186, WITH THE WESTERN LINE OF SAID 27.358 ACRE TRACT: THENCE ALONG SAID CENTER LINE NORTH 89 DEGREES 25' EAST 84.55 FEET; THENCE NORTH 0 DEGREES 32' 45" WEST 143.47 FEET; THENCE SOUTH 89 DEGREES 08' 15' WEST 84.46 FEET TO THE WESTERN LINE OF SAID 27.358 ACRE TRACT; THENCE ALONG THE LAST NAMED LINE SOUTH 0 DEGREES 30' 30" EAST 143.16 FEET TO THE POINT OF BEGINNING.

PARCEL 4-A:

A PERPETUAL NON-EXCLUSIVE RIGHT OF WAY APPURTENANT TO PARCEL 1 ABOVE AND ANY SUBSEQUENT SUBDIVISION OR SUBDIVISIONS THEREOF FOR INGRESS AND EGRESS OF PEDESTRIANS AND VEHICLES ONLY, OVER, ALONG AND ACROSS A STRIP OF LAND 8 FEET IN WIDTH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SAID CENTER LINE OF JAMISON WAY, DISTANT THEREON NORTH 89 DEGREES 25' EAST 84.55 FEET FROM THE INTERSECTION THEREOF WITH THE WESTERN LINE OF SAID 27.358 ACRE TRACT; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 89 DEGREES 25' EAST 8.00 FEET; THENCE NORTH 0 DEGREES 32' 45" WEST 143.61 FEET TO THE DIRECT EXTENSION NORTHEASTERLY OF THE NORTHERN LINE OF PARCEL 1, HEREINABOVE DESCRIBED; THENCE ALONG SAID EXTENSION SOUTH 89 DEGREES 08' 15" WEST 8 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL 1, THENCE ALONG THE EASTERN LINE OF PARCEL 1 SOUTH 0 DEGREES 32' 45" EAST 143.57 FEET TO THE POINT OF THE BEGINNING.

PARCEL 5:

PORTION OF THE 27.358 ACRE TRACT OF LAND FIRSTLY DESCRIBED IN THE DEED BY HELEN LORENA JAMISON AND LILLIAN MABEL JAMISON TO HOMER HAMILTON JAMISON, DATED DECEMBER 20, 1901, RECORDED DECEMBER 20, 1901, IN BOOK 822 OF DEEDS, PAGE 49,

EXHIBIT "A"

Legal Description (continued)

ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF A PRIVATE ROAD KNOWN AS "JAMISON WAY", AS DESCRIBED IN THE DEED BY HOMER HAMILTON JAMISON AND CARRIE S. JAMISON TO EDWIN], GOYETTE DATED JANUARY 15, 1936, RECORDED FEBRUARY 3, 1936, IN BOOK 3282 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 186, DISTANT THEREON SOUTH 89° 25' WEST 803,18 FEET FROM THE WESTERN LINE OF COUNTRY ROAD NO. 987 OR REDWOOD ROAD, AS SAID ROAD EXJSTED PRIOR TO THE WIDENING THEREOF TO 59.50 FEET ON SEPTEMBER 17, 1937; RUNNING THENCE ALONG SAID LINE OF "JAMISON WAY", SOUTH 89° 25' WEST 16,65 FEET TO A POINT DISTANT THEREON NORTH 89° 25 EAST 84.55 FEET FROM THE WESTERN LINE OF SAID 27.358 ACRE TRACT; THENCE NORTH 0° 32 45' WEST 143.547 FEET; THENCE SOUTH 89° 08' 15" WEST 84.46 FEET TO THE WESTERN LINE OF SAID 27.358 ACRE TRACT; THENCE ALONG THE LAST NAMED LINE NORTH 0° 30' 30" WEST 261.84 FEET TO THE NORTHERN LINE OF SAID 27.358 ACRE TRACT; THENCE ALONG THE NORTH 89° 25 EAST 100.92 FEET TO A LINE DRAWN NORTH 0° 32' 45' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 0° 32 45" EAST 405 FEET TO THE POINT OF BEGINNING.

APN: 084A-0076-020-O1 (Parcel 1), 084A-0076-021-04 (Parcel 2), 084A-0076-021-06 (Parcel 3), 084A-0076-022 (Parcel 4) and 084A-0076-023 (Parcel 5)

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.
- 2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	54-003
Tax Identification No.:	084A-0076-020-01
Fiscal Year:	2015-2016
1st Installment:	\$1,099.81 Paid
2nd Installment:	\$1,099.81 Open
Land:	\$36,516.00
Improvements:	\$47,125.00

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	54-003
Tax Identification No.:	084A-0076-021-04
Fiscal Year:	2015-2016
1st Installment:	\$575.90 Paid
2nd Installment:	\$575.90 Open
Land:	\$17,340.00
Improvements:	\$33,048.00

4. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	54-003
Tax Identification No.:	084A-0076-021-06
Fiscal Year:	2015-2016
1st Installment:	\$865.80 Paid
2nd Installment:	\$865.80 Open
Land:	\$58,957.00
Improvements:	\$43,861.00

5. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	54-003
Tax Identification No.:	084A-0076-022-00
Fiscal Year:	2015-2016
1st Installment:	\$1,471.09 Paid
2nd Installment:	\$1,471.09 Open
Land:	\$123,982.00
Improvements:	\$75,572.00

EXCEPTIONS (continued)

6. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

54-003
084A-0076-023-00
2015-2016
\$957.24 Paid
\$957.24 Open
\$57,121.00
\$62,221.00

- 7. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
- 8. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Edwin J. Goyette and Aileen Eva Goyette
Purpose:	roadway
Recording Date:	November 22, 1939
Recording No.:	Book 3864, Page 43 of Official Records
Affects:	Parcels 4 and 5

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	County of Alameda
Purpose:	public road
Recording Date:	March 3, 1944
Recording No.:	Book 4523, Page 82 of Official Records
Affects:	Parcels 1, 4 and 5

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	George W. Phillips Jr. and Miriam Phillips, his wife
Purpose:	ingress and egress of pedestrians and vehicles
Recording Date:	March 5, 1951
Recording No.:	Book 6375, Page 83 of Official Records
Affects:	Parcel 5

EXCEPTIONS

(continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Company	Pacific Gas and Electric Company and The Pacific Telephone and Telegraph
Purpose:	electrical and communication facilities
Recording Date:	January 31, 1952
Recording No.:	Book 6647, Page 26 of Official Records
Affects:	Parcel 5

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Dan E. Biggs, Trustee, Biggs Family Trust dated October 8, 1998
Purpose:	roadway and utilities
Recording Date:	June 6, 2012
Recording No.:	Instrument No. 2012185699 of Official Records
Affects:	Parcels 2 and 3

14. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$74,052.00
Dated:	February 2, 2013
Trustor/Grantor	Dan E. Briggs, Trustee, Briggs Family Trust dated October 8, 1998
Trustee:	JPMorgan Chase Bank, N.A.
Beneficiary:	JPMorgan Chase Bank, N.A.
Recording Date:	July 23, 2013
Recording No.:	Instrument No. 2013250197 of Official Records

Affects Parcel 1

15. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$357,000.00
Dated:	October 25, 2013
Trustor/Grantor	Dan E. Briggs, an unmarried man
Trustee:	Fidelity National Title Company
Beneficiary:	RPM Mortgage, Inc., a California corporation
Recording Date:	November 7, 2013
Recording No.:	Instrument No. 2013355500 of Official Records

Affects Parcel 4

16. A deed of trust to secure an indebtedness in the amount shown below,

\$487,500.00
November 4, 2013
Dan E. Briggs, an unmarried man
Fidelity National Title Company
RPM Mortgage, Inc., a California corporation
November 8, 2013
Instrument No. 2013356681 of Official Records

Affects Parcel 5

EXCEPTIONS

(continued)

17. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 19. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
- 20. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: ACRE Investment Company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

NOTES

- **Note 1.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- **Note 2.** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:Dan E. Briggs, Trustee of the Briggs Family Trust dated October 8, 1998; Dan E,
Briggs, Trustee of Trust "A" and Trust "B" under the Briggs Family Trust Agreement dated October 8,
1998; and Cherry Way, LLC, a California limited liability company
Grantee:Dan E, Briggs, Trustee of Trust "A" (Survivor's Trust) under the Briggs Family
Trust, dated October 8, 1998 and any amendments thereto
Recording Date:May 15, 2014
Instrument No. 2014120093 of Official Records

- **Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land multi-family residences, known as 3528B 3550 Jamison Wy, Castro Valley, CA, to an Extended Coverage Loan Policy.
- **Note 4.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES

(continued)

Note 5. *** IMPORTANT RECORDING NOTE ***

Please send all original documents for Chicago Title Company Alameda Co. recording to the following office:

Concord Title Group 2150 John Glenn Drive Suite 400 Concord, CA. 94520 Attn: Recording Desk Telephone: (925) 288-8000

Please direct all other title communication and copies of documents, including recording release instructions, policy write up instructions, lenders instructions and settlement statements, to the Title Only Department at the issuing office.

IMPORTANT RECORDING NOTE

Please send all original documents for Contra Costa County recordings to the following office:

Concord Title Group 2150 John Glenn Drive Suite 400 Concord, CA. 94520 Attn: Recording Desk Phone: (925) 288-8000

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions and settlement statements, to the Title Only Department at the issuing office.

*** IMPORTANT RECORDING NOTE ***

Please send all original documents for Fidelity National Title Company Alameda Co. recording to the following office:

Concord Title Group 2150 John Glenn Drive Suite 400 Concord, CA. 94520 Attn: Recording Desk Telephone: (925) 288-8000

Please direct all other title communication and copies of documents, including recording release instructions, policy write up instructions, lenders instructions and settlement statements, to the Title Only Department at the issuing office. ***IMPORTANT RECORDING NOTE***

Please send all original documents for Contra Costa County recordings to the following office:

Concord Title Group 2150 John Glenn Drive, Suite 400 Concord, CA 94520

NOTES (continued)

Attn: Recording Desk Phone: (925) 288-8000

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions and settlement statements, to the Title Only Department at the issuing office.

END OF NOTES

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015

Order No.: FWAC-TO16000691--RP

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the <u>Third Party Opt Out</u> section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the <u>Third Party Opt Out</u> section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <u>http://www.networkadvertising.org/.</u>
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by <u>other parties</u> to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position. If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to <u>privacy@fnf.com</u> with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied. unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354 privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

ATTACHMENT ONE

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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and 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 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.
- 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.
- Any claim, which arises out of the transaction vesting in the insured the estate or 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 or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, 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.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- a. building;
- b. zoning;
- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 - This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

• For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

- This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- 2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
- 3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

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;

2.

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.
- 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.
- 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).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)

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;

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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.
- 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 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. 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 deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

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, 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, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 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, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. 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 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company CLTC – Commonwealth Land Title Company FNTC – Fidelity National Title Company FNTCCA – Fidelity National Title Company of California FNTIC – Fidelity National Title Insurance Company TICOR – Ticor Title Company of California LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company CLTIC – Commonwealth Land Title Insurance Company FNTIC – Fidelity National Title Insurance Company CTIC – Chicago Title Insurance Company CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



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