



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 Florida 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

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 3700 State Street, Suite 100, Santa Barbara, CA 93105

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1225 Coast Village Rd., Suite E • Santa Barbara, CA 93108
(805)565-6900 • FAX (805)456-0556

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

PRELIMINARY REPORT

Title Officer: Timothy Dwire
Email: TJ.Dwire@fnf.com
Title No.: FWVE-7741900389-TD

Escrow Officer: Trisha Kenney
Email: Trisha.kenney@ctt.com
Escrow No.: FWVE-7741900389 -TK

TO: Berkshire Hathaway HomeServices California Properties
1170 Coast Village Road
Santa Barbara, CA 93108
Attn: Kerry Mormann

PROPERTY ADDRESS(ES): 3589 Toro Canyon Road, Santa Barbara, CA

EFFECTIVE DATE: October 9, 2019 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)

ALTA Loan Policy 2006

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

A Fee as to Parcel(s) One
Easement(s) more fully described below as to Parcel(s) Two, Three and Three-A

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

Shoto Land Company, a limited partnership

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): 155-170-083

Parcel One:

The East Half of the Northeast Quarter of Section 18, the North Half of the Southwest Quarter of the Northeast Quarter of Section 18, the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 18 and the Easterly 400.00 feet of the Northwest Quarter of the Northeast Quarter of Section 18 measured parallel to the Easterly boundary line of said Northwest Quarter all in Township 4 North, Range 25 West, San Bernardino Meridian in the County of Santa Barbara, State of California, according to the official plat thereof filed in the District Land Office November 11, 1875.

Said land was described as Parcel 2 by Certificate of Conformity recorded November 15, 2001 as Instrument No. 2001-0098662 of Official Records.

Parcel Two:

A non-exclusive easement for ingress, egress, public and private utilities, as described in, and subject to that certain "Grant of Easement" dated July 25, 1989 by Daniel L. Ritchie, Trustee for the Montecito Trust, Grantor, to Louis C. Blau, Richard Widmark and Jean Widmark, Grantees, recorded August 3, 1989 as Reel No. 89-050976 of Official Records described as follows:

Commencing at a USDA Forest Service brass top monument set at the section corner common to Sections 7, 18, 12 and 13 of Township 4 North, between Ranges 25 West and 26 West;

thence 1st, North 49°12'35" East, 84.28 feet;

thence 2nd, North 53°10'54" East, 94.57 feet;

thence 3rd, North 48°40'00" East, 130.31 feet;

thence 4th, North 52°53'54" East, 49.09 feet;

thence 5th, North 61°49'24" East, 87.52 feet;

thence 6th, North 72°16'57" East, 83.18 feet;

thence 7th, North 78°41'07" East, 85.59 feet;

thence 8th, North 86°22'07" East, 65.73 feet;

thence 9th, South 83°23'50" East, 31.54 feet;

thence 10th, South 68°03'44" East, 42.44 feet;

thence 11th, South 47°05'20" East, 36.71 feet;

thence 12th, South 34°59'59" East, 167.58 feet;

thence 13th, South 29°52'35" East, 58.74 feet;

thence 14th, South 0°26'29" East, 37.72 feet;

thence 15th, South 26°47'01" East, 44.30 feet to the intersection with the Southerly line of said Section 7.

The above description follows along the center line of a 60-foot wide roadway, 30 feet on each side of said center line. The basis of bearings for this description is a solar observation.

EXHIBIT "A"
Legal Description
(continued)

Parcel Three:

Non-exclusive easements for uses and purposes as more particularly described in and subject to that certain "Access Easement and Road Maintenance Agreement" dated September 18, 1984, September 15, 1989, September 12, 1989, by the Estate of Edward C. Flynn, deceased, et al., to Louis C. Blau, a married man and Richard Widmark, et ux., recorded September 21, 1989 as Reel No. 89-62888 of Official Records and described as follows:

A strip of land sixty (60) feet in width, lying thirty (30) feet on each side of the following described centerline.

Commencing at the Northwest corner of Parcel A of Parcel Map No. 13,369, per the map thereof filed in Book 38, Pages 18, 19, and 20 of Parcel Maps, Records of said County;

thence S. 0°25'08" E., along the Westerly line of Parcel A and Parcel B of said Parcel Map, a distance of 1606.86 feet to the True Point of Beginning:

- thence 1st, S. 87°16'38" E., a distance of 12.13 feet;
- thence 2nd, N. 34°34'22" E., a distance of 124.40 feet;
- thence 3rd, N. 59°40'22" E., a distance of 63.51 feet;
- thence 4th, N. 82°16'32" E., a distance of 93.14 feet;
- thence 5th, N. 76°37'52" E., a distance of 62.67 feet;
- thence 6th, N. 67°49'52" E., a distance of 99.92 feet;
- thence 7th, N. 54°20'22" E., a distance of 105.46 feet;
- thence 8th, N. 38°17'02" E., a distance of 129.77 feet;
- thence 9th, N. 27°49'22" E., a distance of 308.73 feet;
- thence 10th, N. 24°38'22" E., a distance of 292.65 feet;
- thence 11th, N. 19°04'22" E., a distance of 191.87 feet;
- thence 12th, N. 44°45'22" E., a distance of 173.29 feet;
- thence 13th, N. 73°11'52" E., a distance of 85.64 feet;
- thence 14th, N. 48°23'42" E., a distance of 110.81 feet;
- thence 15th, N. 10°44'32" E., a distance of 133.09 feet;
- thence 16th, N. 45°29'09" E., a distance of 228.44 feet;
- thence 17th, N. 50°09'23" E., a distance of 42.90 feet;
- thence 18th, N. 53°10'54" E., a distance of 94.57 feet;
- thence 19th, N. 48°40'00" E., a distance of 130.31 feet;
- thence 20th, N. 52°53'54" E., a distance of 49.09 feet;

EXHIBIT "A"
Legal Description
(continued)

thence 21st, N. 61°49'24" E., a distance of 87.52 feet;

thence 22nd, N. 72°16'57" E., a distance of 83.18 feet;

thence 23rd, N. 78°41'07" E., a distance of 85.59 feet;

thence 24th, N. 86°22'07" E., a distance of 65.73 feet;

thence 25th, S. 83°23'50" E., a distance of 31.54 feet;

thence 26th, S. 68°03'44" E., a distance of 42.44 feet;

thence 27th, S. 47°05'20" E., a distance of 36.71 feet;

thence 23th, S. 34°59'59" E., a distance of 167.58 feet;

thence 29th, S. 29°52'35" E., a distance of 58.74 feet;

thence 30th, S. 00°26'29" E., a distance of 31.75 feet;

thence 31st, S. 23°26'33" W., a distance of 29.43 feet, to the beginning of a curve to the right, said curve having a delta of 28°08'07" and a radius of 115.00 feet;

thence 32nd, Southwesterly along the arc of said curve, 56.47 feet to the end of said curve;

thence 33rd, S. 51°34'41" W., 87.12 feet to beginning of a curve to the left, said curve having a delta of 85°54'05" and a radius of 70.00 feet;

thence 34th, Southwesterly, Southerly and Southeasterly along the arc of said curve, 104.95 feet to the end of said curve;

thence 35th, S. 34°19'25" E., 160.46 feet to the beginning of a curve to the right, said curve having a delta of 86°55'04" and a radius of 80.00 feet;

thence 36th, Southeasterly, Southerly and Southwesterly along the arc of said curve, 121.36 feet to the end of said curve;

thence 37th, S. 52°35'39" W., 137.14 feet;

thence 38th, S. 47°55'27" W., 170.61 feet to the beginning of a curve to the left, said curve having a delta of 20°08'34" and a radius of 390.00 feet;

thence 39th, Southwesterly along the arc of said curve 137.11 feet to the end of said curve;

thence 40th, S. 27°46'54" W., 155.06 feet to the beginning of a curve to the left, said curve having a delta of 148°56'09" and a radius of 50.00 feet;

thence 41st, Southwesterly, Southerly, Southeasterly and Easterly along the arc of said curve, 129.97 feet to the end of said curve and the beginning of a compound curve to the left, said curve having a delta of 13°47'31" and a radius of 735.00 feet;

thence 42nd, Northeasterly along the arc of said curve, 176.93 feet to the end of said curve;

EXHIBIT "A"
Legal Description
 (continued)

thence 43rd, N. 45°03'13" E., 107.18 feet to the beginning of a curve to the right, said curve having a delta of 53°23'33" and a radius of 55.00 feet;

thence 44th, Northeasterly and Easterly along the arc of said curve, 144.44 feet to the end of said curve;

thence 45th, S. 81°33'14" E., 60.15 to the beginning of a curve to the left, said curve having a delta of 30°22'02" and a radius of 275.00 feet;

thence 46th, Easterly along the arc of said curve 145.75 feet to the end of said curve;

thence 47th, N. 68°04'44" E., 220.99 feet to the beginning of a curve to the left, said curve having a delta of 53°52'52" and a radius of 100.00 feet;

thence 48th, Easterly, Northeasterly and Northerly along the arc of said curve 94.04 feet to the end of said curve;

thence 49th, N. 14°11'52" E., a distance of 192.54 feet;

thence 50th, N. 20°14'19" E., a distance of 254.75 feet to a point which bears S. 20°14'91" W., a distance of 135.01 feet from a point in the Northerly line of Parcel B of Parcel Map No. 13295, per the map thereof filed in Book 30, Pages 40, 41, and 42 of Parcel Maps, Records of said County, from which the Northeast corner of Parcel B bears S. 89°41'57" E., a distance of 462.32 feet.

(Parcel Three-A):

A strip of land sixty (60) feet in width, lying thirty (30) feet on each side of the following described center line:

Beginning at the Northerly terminus of the 50th course of Exhibit F hereinabove described. Said point bears S. 20°14'19" W., a distance of 135.01 feet from a point in the Northerly line of Parcel B of Parcel Map No. 13295, per the map thereof filed in Book 30, Pages 40, 41, and 42 of Parcel Maps, Records of said County, from which the Northeast corner of Parcel B bears S. 89°41'57" E., a distance of 462.32 feet;

thence 1st, N. 38°12'20" E., 110.57 feet to the beginning of a curve to the right, said curve having a delta of 50°58'30" and a radius of 50 feet;

thence 2nd, Northeasterly and Easterly along the arc of said curve, 44.48 feet to the end of said curve and the beginning of a compound curve to the right, said curve having a delta of 13°31'05" and a radius of 300.00 feet;

thence 3rd, Easterly along the arc of said curve, 70.78 feet to the end of said curve;

thence 4th, S. 77°18'05" E., 19.82 feet to the beginning of a curve to the right, said curve having a delta of 09°19'20" and a radius of 350.00 feet;

thence 5th, Southeasterly along the arc of said curve, 56.95 feet to the end of said curve and the beginning of a reverse curve to the left, said curve having a delta of 07°46'32", and a radius of 350.00 feet;

thence 6th, Southeasterly along the arc of said curve 47.50 feet to the end of said curve;

thence 7th, S. 75°45'17" E., 260.27 feet to the beginning of a curve to the right, said curve having a delta of 10°04'02" and a radius of 450.00 feet;

thence 8th, Southeasterly along the arc of said curve 79.07 feet to the end of said curve;

EXHIBIT "A"
Legal Description
(continued)

thence 9th, S. 65°41'15" E., 80.96 feet to the beginning of a curve to the left, said curve having a delta of 38°56'02" and a radius of 130.00 feet;

thence 10th, Southeasterly and easterly along the arc of said curve 88.34 feet to the end of said curve;

thence 11th, N. 75°22'43" E., 42.15 feet to the beginning of a curve to the right, said curve having a delta of 12°10'57" and a radius of 450.00 feet;

thence 12th, Northeasterly and Easterly along the arc of said curve, 95.68 feet to the end of said curve;

thence 13th, N. 87°33'40" E., 115.91 feet to the beginning of a curve to the right, said curve having a delta of 11°48'42" and a radius of 425.00 feet;

thence 14th, Easterly along the arc of said curve 87.62 feet to the end of said curve;

thence 15th, S. 30°37'38" E., 175.89 feet to the beginning of a curve to the right, said curve having a delta of 14°19'03" and a radius of 425.00 feet;

thence 16th, Easterly and Southeasterly along the arc of said curve 106.20 feet to the end of said curve;

thence 17th, S. 66°18'35" E., 47.16 feet to the beginning of a curve to the left, said curve having a delta of 18°53'49" and a radius of 50.00 feet;

thence 18th, Southeasterly and Easterly along the arc of said curve 16.49 feet to the intersection of the Easterly line of Parcel C of said Parcel Map No. 13,295, distance S. 00°57'59" W., 244.84 feet from the Northeast corner of said Parcel C.

EXCEPTING therefrom any portion thereof lying in Parcel One above.

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

Code Area: 059-021
Tax Identification No.: 155-170-083
Fiscal Year: 2019-2020
1st Installment: \$13,324.58 Unpaid
2nd Installment: \$13,324.58 Unpaid
Land: \$2,458,508.00

2. 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.
3. Water rights, claims or title to water, whether or not disclosed by the public records.
4. Reservations contained in the Patent

From: The United States of America
To: Sterling P. Turner
Recording Date: June 30, 1892
Recording No.: Book D, Page 4

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

5. Matters contained in that certain document

Entitled: "Agreement"
Dated: November 11, 1940
Executed by: Irma Carteri Church, et con., and Hattie L. Cadwell, et al.
Recording Date: January 30, 1941
Recording No.: Instrument No. 815 in Book 511, Page 431 of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

6. Matters contained in that certain document

Entitled: "Agreement"
Dated: August 1, 1940
Executed by: Irma Carteri Church, et con., and Rancho Cuesta, Inc.
Recording Date: September 11, 1940
Recording No.: Instrument No. 7189 in Book 494, Page 349 of Official Records

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

Entitled: "Grant of Easement"
Dated: July 25, 1989
Executed by: Daniel L. Ritchie, as Trustee for the Montecito Trust, and Louis C. Blau, Richard Widmark and Jean Widmark
Recording Date: August 3, 1989
Recording No.: Instrument No. 89-050976 of Official Records
Affects: Parcel Two

Reference is hereby made to said document for full particulars.

8. Matters contained in that certain document

Entitled: "Access Easement and Road Maintenance Agreement"
Dated: September 18, 1989
Executed by: The Estate of Edward C. Flynn, deceased, Jane Flynn Smith, Margaret F. Gilcrest, daughters of the late Edward C. Flynn and John G. Heller, Administrator with Will Annexed of Estate of Catherine C. Doig, deceased, Louis C. Blau, a married man dealing with his separate property, and Richard Widmark and Jean Widmark, husband and wife
Recording Date: September 21, 1989
Recording No.: Instrument No. 89-062888 of Official Records
Affects: Parcel Three

Reference is hereby made to said document for full particulars.

9. Any assessment as described in document entitled "Restated Articles of Incorporation of Ridgeland Mutual Water Company" recorded June 5, 1990 as Instrument No. 90-037721 of Official Records.

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: "Grant of Easement"
Executed by: Shoto Land Company, a California limited partnership, and Ridgeland Mutual Water Company, a California corporation
Recording Date: July 12, 1990
Recording No.: Instrument No. 90-045993 of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

11. Matters contained in that certain document

Entitled: "Access Easement and Road Maintenance Agreement"
Dated: October 2, 1990
Executed by: Shoto Land Company, a California limited partnership, and KTY Partners,
a California general partnership
Recording Date: October 8, 1990
Recording No.: Instrument No. 90-065673 of Official Records

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: "Amended and Restated Grant of Easements"
Executed by: Shoto Land Company, a California limited partnership, Yakumo Gakuen, a
foreign non-profit corporation, Koji Kuwabara and Masataka Tamura and
Ridgeland Mutual Water Company, a California corporation
Recording Date: October 31, 2002
Recording No.: Instrument No. 2002-0111155 of Official Records

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: "Amendment to Easement Agreement"
Executed by: Shoto Land Company, a California limited partnership, Yakumo Gakuen, a
foreign non-profit corporation, Koji Kuwabara and Masataka Tamura
Recording Date: June 18, 2004
Recording No.: Instrument No. 2004-0064667 of Official Records

Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document

Entitled: "Notice to Property Owner"
Dated: January 16, 1997
Executed by: Shoto Land Co., Inc.
Recording Date: January 22, 1997
Recording No.: Instrument No. 97-003532 of Official Records

Among other things, said document provides: approval of a Land Use Permit for a detached accessory structure, toolshed and garage

Reference is hereby made to said document for full particulars.

13. Matters set forth in a document entitled "Notice" executed pursuant to Section 66434.2 of the Government Code (Subdivision Map Act) and Section 21-9.1 of the County Code of the County of Santa Barbara, and Recorded: December 28, 1999 as Instrument No. 1999-0100439 of Official Records.

Reference is made to said document for full particulars.

EXCEPTIONS
(continued)

14. Matters set forth in a document entitled "Notice" executed pursuant to Section 66434.2 of the Government Code (Subdivision Map Act) and Section 21-9.1 of the County Code of the County of Santa Barbara, and Recorded: November 15, 2001 as Instrument No. 2001-0098661 of Official Records.

Reference is made to said document for full particulars.

15. Due to common ownership of Parcel One described herein and the land described as Parcel 1 in Certificate of Conformity recorded November 15, 2001 as Instrument No. 2001-0098662 of Official Records, access easements must be reserved or granted for the benefit of Parcel One. This Company will require there be submitted into escrow and written approval of any legal description describing said easements before a Policy of Title Insurance can be issued.
16. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
17. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
18. 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 limited partnership named below.

Name: **Shoto Land Company, a limited partnership**

- a. Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.

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.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 2.** Note: 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 3.** Note: 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 requirement cannot be met, please call the Company at the number provided in this report.
- Note 4.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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:

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 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.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
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

**ATTACHMENT ONE
(CONTINUED)**

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;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).

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

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[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:

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.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

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;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 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:

[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:

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.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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
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
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)

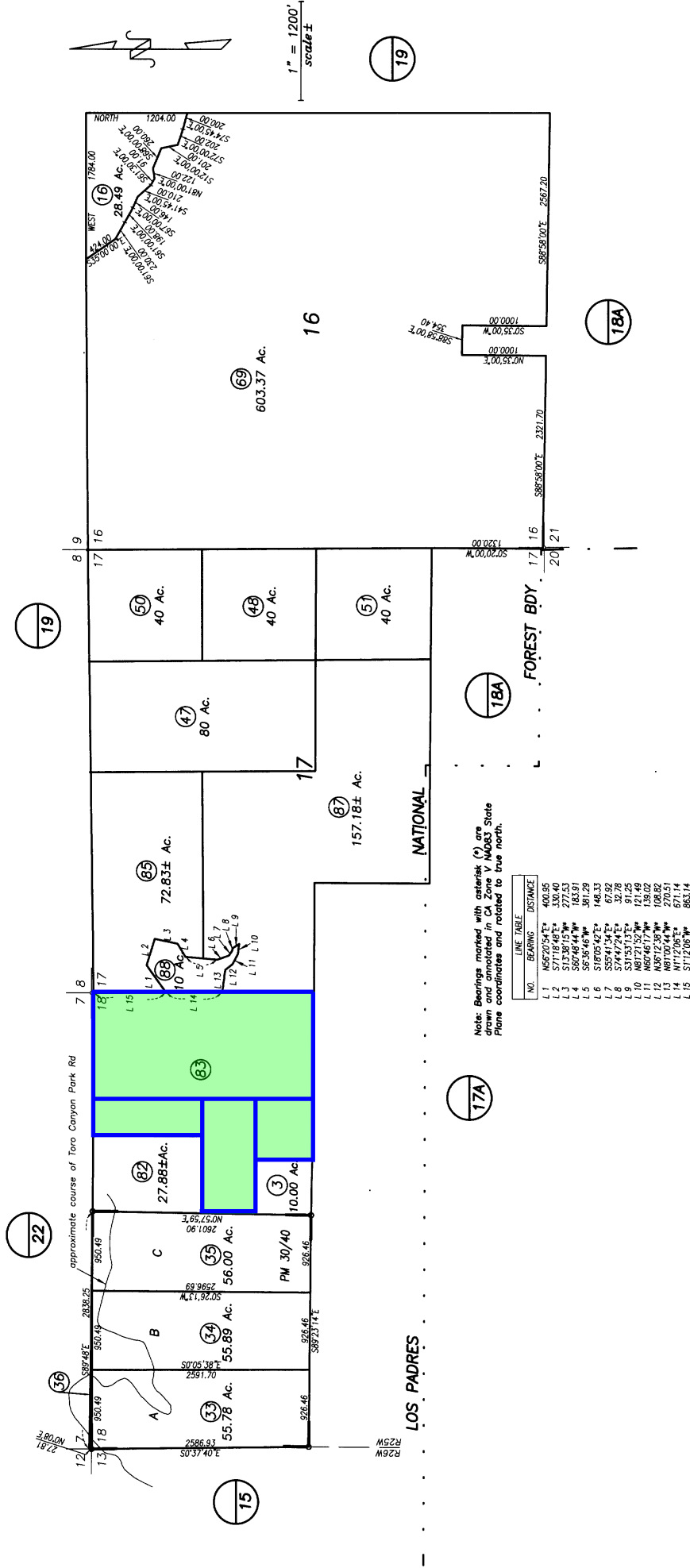
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

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.



NOTICE
 Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 155-Pg, 17
 County of Santa Barbara, Calif.

LD/06 49 & 72 into 85,87,88

Chicago Title

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.