

DRE Report - Updated



First American Title

First American Title Company
3400 Douglas Boulevard, Suite 130
Roseville, CA 95661

Escrow Officer: Anne Jordan
Phone: (916)677-2666
Fax No.: (916)677-8020
E-Mail: ajordan@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Property: Tahoe City Lodge
Unincorporated, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit A attached. *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 Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of February 15, 2022 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

KILA TAHOE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

A fee as to Parcel(s) 1 and 2, an easement as to Parcel(s) 3.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.
2. Taxes and assessments. Report to follow. Please verify before closing.
3. Taxes and assessments, if any, of the TAHOE CITY PUBLIC UTILITY District.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. An easement for WATER PIPELINES and incidental purposes, recorded February 03, 1948 as BOOK 512, PAGE 456 AND IN BOOK 514, PAGE 146 both of Official Records.
In Favor of: TAHOE TAVERN, INC., A CALIFORNIA CORPORATION
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

6. The Terms, Provisions and Easement(s) contained in the document entitled "EASEMENT DEED" recorded July 12, 1950 as BOOK 571, PAGE 520 of Official Records.

7. An easement for SANITARY SEWERS and incidental purposes, recorded May 04, 1954 as BOOK 650, PAGE 197 of Official Records.
In Favor of: TAHOE CITY PUBLIC UTILITY DISTRICT
Affects: AS DESCRIBED THEREIN

The terms and provisions contained in the document entitled "ENCROACHMENT PERMIT" recorded May 26, 1960 as BOOK 836, PAGE 578 of Official Records.

8. The effect of a map purporting to show the land and other property, filed BOOK 14, PAGE 58 of Record of Surveys.
9. An easement for GAS PIPELINE(S) and incidental purposes, recorded May 29, 1997 as INSTRUMENT NO. 1997-30670 of Official Records.
In Favor of: SOUTHWEST GAS CORPORATION
Affects: AS DESCRIBED THEREIN
10. The terms and provisions contained in the document entitled "NOTICE OF ACCEPTANCE OF COMPLETION, PUBLIC WORK, TAHOE CITY PUBLIC UTILITY DISTRICT" recorded July 26, 2016 as INSTRUMENT NO. 2016-0060420 OF OFFICIAL RECORDS.
11. The terms and provisions contained in the document entitled "NOTICE OF TRANSFER OPTION TO REPURCHASE, AND RESTRICTIONS ON ASSIGNMENT OF TOURIST ACCOMMODATION UNITS" recorded July 12, 2019 as INSTRUMENT NO. 2019-0048493 OF OFFICIAL RECORDS.
12. The terms and provisions contained in the document entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRANSFER OF FOUR RESIDENTIAL UNITS OF USE ("DEED RESTRICTION") TO BE RECORDED AGAINST ASSESSOR'S PARCEL NUMBER (APN) 115-030-090" recorded July 12, 2019 as INSTRUMENT NO. 2019-0048494 OF OFFICIAL RECORDS.
13. The terms and provisions contained in the document entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRANSFER OF EIGHT TOURIST ACCOMMODATION UNITS ("DEED RESTRICTION") TO BE RECORDED AGAINST ASSESSOR'S PARCEL NUMBER (APN) 117-072-014" recorded July 12, 2019 as INSTRUMENT NO. 2019-0048495 OF OFFICIAL RECORDS.
14. A Deed of Trust to secure an original indebtedness of \$2,500,000.00 recorded September 04, 2020 as INSTRUMENT NO. 2020-0096630 of Official Records.
Dated: August 25, 2020
Trustor: KILA TAHOE, LLC, A DELAWARE LIMITED LIABILITY COMPANY
Trustee: PARKER KLINE FINANCE & INVESTMENT, A CALIFORNIA CORPORATION
Beneficiary: WESTERN ADVENTIST FOUNDATION, A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION, ACTING AS A FIDUCIARY

A document recorded May 21, 2021 as Instrument No. 2021-0068431-00 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

15. A claim of lien recorded January 14, 2022 as Instrument No. 2022-0004360-00 of Official Records.
Lien claimant: Johnson, Nathan, Strohe, P.C
Amount: \$444,367.34

16. The fact that the land lies within the boundaries of the NORTH LAKE TAHOE Redevelopment Project Area, as disclosed by various documents of record.
17. Any easements and/or servitudes affecting easement parcel(s) 3 herein described.
18. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. No known matters otherwise appropriate to be shown have been deleted from this report, which is not a policy of title insurance but a report to facilitate the issuance of a policy of title insurance.

For purposes of policy issuance, items None may be eliminated on the basis of an indemnity agreement or other agreement satisfactory to the Company as insurer.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Placer, State of California, described as follows:

PARCEL 1:

BEING A PORTION OF THE SOUTH HALF OF SECTION 6 AND THE NORTH HALF OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING FOR THE DESCRIPTION OF THE LANDS HEREIN DESCRIBED BEGIN AT A POINT ON THE SOUTH LINE OF SAID SECTION 6, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE LANDS DESCRIBED IN A DEED TO BICKFORD AND OTHERS OF RECORD IN BOOK 348 OFFICIAL RECORDS, PAGE 416, PLACER COUNTY RECORDS, AND SAID POINT BEING 192.00 FEET EAST MEASURED ALONG SAID SOUTH LINE OF SECTION 6 FROM THE QUARTER SECTION CORNER BETWEEN SAID SECTION 6 AND SAID SECTION 7; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LANDS CONVEYED TO BICKFORD AND OTHERS, THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO ROBERT WATSON AND OTHERS, RECORDED FEBRUARY 2, 1937 IN BOOK 363 OF OFFICIAL RECORDS, PAGE 2, PLACER COUNTY RECORDS, AND THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO BASIL T. KAHOE AND OTHERS, RECORDED NOVEMBER 13, 1946, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 357, PLACER COUNTY RECORDS, 343.11 FEET TO AN ANGLE POINT IN THE BOUNDARY LINE OF SAID LANDS CONVEYED TO BASIL T. KAHOE AND OTHERS; AND THENCE SOUTH 43° 44' WEST, 139.70 FEET TO THE POINT OF BEGINNING FOR THE DESCRIPTION OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUNNING THENCE SOUTH 46° 15' 38" EAST 38.26 FEET; THENCE SOUTH 8° 07' 12" WEST, 66.13 FEET; THENCE SOUTH 0° 03' 48" EAST, 118.00 FEET; THENCE SOUTH 10° 37' 42" EAST 88.16 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY NO. 39; THENCE SOUTH 53° 40' WEST ALONG SAID NORTHWESTERLY LINE OF SAID HIGHWAY RIGHT OF WAY, 77.88 FEET; THENCE NORTH 36° 20' WEST, 200.00 FEET; THENCE NORTH 3° 41' EAST, 30.62 FEET; AND THENCE NORTH 43° 44' EAST, 209.02 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF THE SOUTH HALF OF SECTION 6 AND THE NORTH HALF OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 6, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE LANDS DESCRIBED IN A DEED TO BICKFORD AND OTHERS OF RECORD IN BOOK 348 OFFICIAL RECORDS, PAGE 416, PLACER COUNTY RECORDS, AND SAID POINT BEING 192.00 FEET EAST MEASURED ALONG THE SOUTH LINE OF SAID SECTION 6 FROM THE QUARTER SECTION CORNER BETWEEN SAID SECTION 6 AND SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SAID LANDS CONVEYED TO BICKFORD AND OTHERS, THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO ROBERT WATSON AND OTHERS, RECORDED FEBRUARY 2, 1937, IN BOOK 363 OF OFFICIAL RECORDS, PAGE 2, PLACER COUNTY RECORDS, AND THE WEST LINE OF THE LANDS DESCRIBED IN A DEED TO BASIL T. KEHOE AND OTHERS, RECORDED NOVEMBER 13, 1946, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 357, PLACER COUNTY RECORDS, 343.11 FEET TO AN ANGLE POINT IN THE BOUNDARY LINE OF SAID LANDS CONVEYED TO BASIL T. KEHOE AND OTHERS; THENCE SOUTH 43° 44' WEST, 139.70 FEET; THENCE SOUTH 46° 15' 38" EAST, 38.26 FEET; THENCE SOUTH 8° 07' 12" WEST, 66.13 FEET; THENCE SOUTH 0° 03' 48" EAST, 118.00 FEET; THENCE SOUTH 10° 37' 42" EAST, 88.16 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY NO. 39; THENCE NORTH 53° 40' EAST, ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY, 29.62 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE

OF THE HIGHWAY RIGHT OF WAY, ON ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, THE ARC BEING REPRESENTED BY A CHORD BEARING NORTH 52° 02' EAST AND HAVING A LENGTH OF 22.59 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY CONTINUING ON SAID CURVE TO THE LEFT HAVING A RADIUS OF 970 FEET, THE ARC OF THE CURVE BEING REPRESENTED BY A CHORD BEARING NORTH 51° 57' 20" EAST AND HAVING A LENGTH OF 35.30 FEET; THENCE NORTH 18° 38' EAST ALONG SAID NORTHWESTERLY LINE OF THE HIGHWAY RIGHT OF WAY, 1.27 FEET TO SAID SOUTH LINE OF SECTION 6; AND THENCE WEST ALONG SAID SOUTH LINE OF SECTION 6, 8.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE NON-EXCLUSIVE RIGHT TO USE THAT CERTAIN NON-EXCLUSIVE APPURTENANT EASEMENT FOR RIGHT OF WAY, ROAD AND UTILITY PURPOSES CONTAINED IN DEED DATED JUNE 24, 1950, FROM GORDON R. HYDE AND BARBARA M. HYDE TO FREDERICK A. KILNER AND FLORENCE A. KILNER, HUSBAND AND WIFE, AND OF RECORD IN BOOK 571, PAGE 520 OF OFFICIAL RECORDS OF PLACER COUNTY.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT CERTIFICATE OF VOLUNTARY MERGER RECORDED JULY 8, 2021, AS INSTRUMENT NO. 2021-0087540-00 OF OFFICIAL RECORDS.

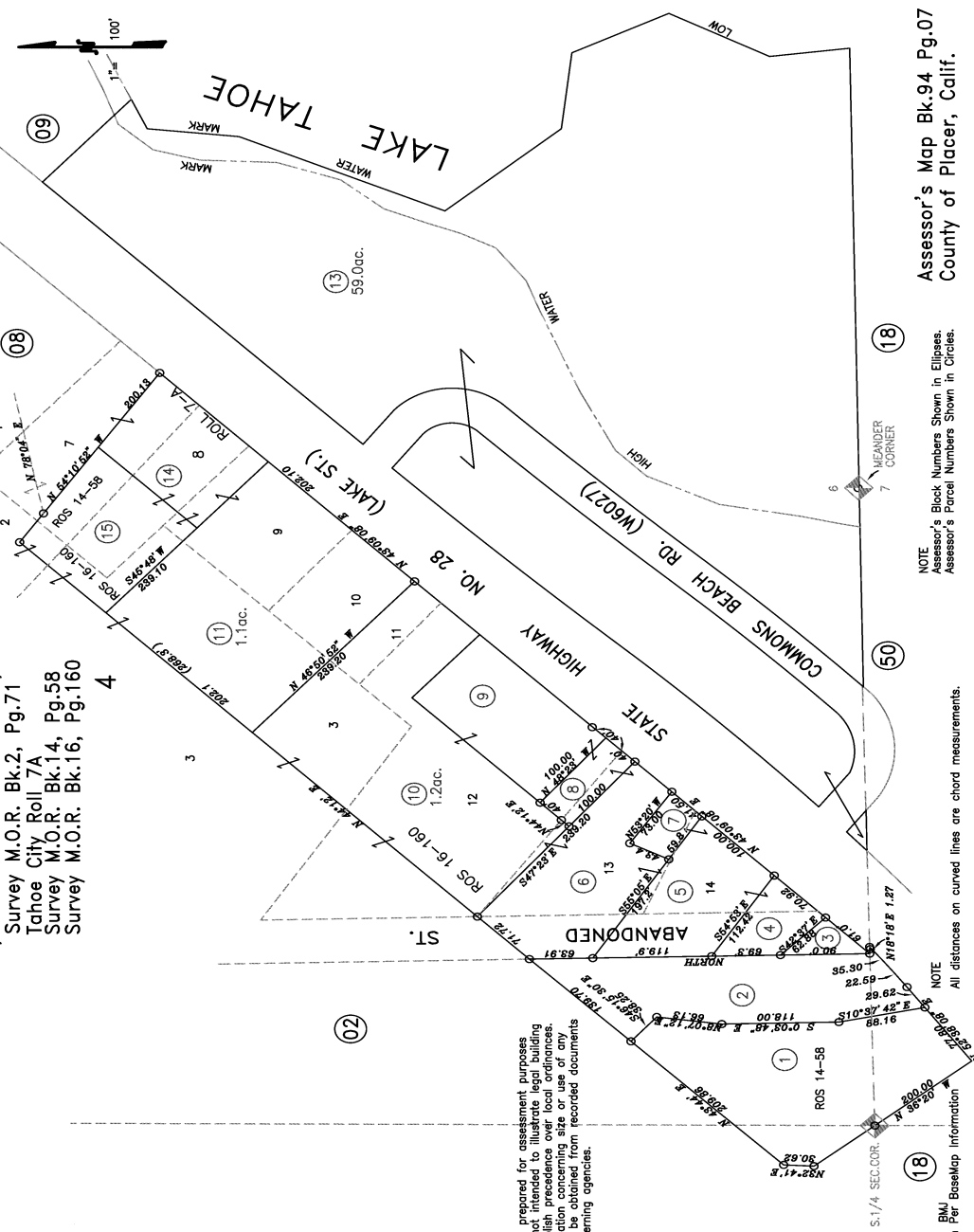
APN: 094-070-001 (AFFECTS: PARCEL 1) and 094-070-002 (AFFECTS: PARCEL 2)

094-070-016, New APN, not yet assessed

94-07

POR. S.1/2 SEC.6 & POR. N.1/2 SEC.7, T.15N., R.17E., M.D.B.&M.

Survey M.O.R. Bk.2, Pg.71
Tahoe City Roll 7A
Survey M.O.R. Bk.14, Pg.58
Survey M.O.R. Bk.16, Pg.160



NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

NOTE
All distances on curved lines are chord measurements.

04-15-2002 BMJ
Page Redrawn Per BaseMap Information

Assessor's Map Bk.94 Pg.07
County of Placer, Calif.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land 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 unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
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% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

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 unless such lien is shown by the Public Records at Date of Policy.

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:]

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 or 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 unless such lien is shown by the Public Records at Date of Policy.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

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 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, 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.



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.