CHICAGO TITLE COMPANY

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

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

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

Countersigned

Chicago Title Company

BY _____ President

ATTEST _____ Secretary

Visit Us on our Website: www.ctic.com

Chicago Title Company

ISSUING OFFICE: 675 N. First Street, Suite 400 • San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT: Chicago Title Company - Santa Clara Subdivision
675 N. 1st Street, Suite 300 • San Jose, CA 95112
408 292-4212 • FAX 408 292-2543

PRELIMINARY REPORT

Title Officer: Kevin Foley
Escrow Officer: Terri Moralez
Escrow No.: 08-**980S0300-3**-TM

Title No.: 08-**980S0300-3**-KF
Locate No.: CACTI7743-7743-2977-980S0300-3

TO: Realty World People to People
17485 Monterey Road Suite 103
Morgan Hill, CA 95037

ATTN: Anthony Stafford

PROPERTY ADDRESS: Lot 3 of 8655 Leavesley Rd., Gilroy, California

EFFECTIVE DATE: March 4, 2011, 07:30 A.M.

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

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;
   AN EASEMENT more fully described below as to Parcel(s) Two, Three and Four

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

   Western Highland Mortgage Fund I, LLC, a California limited liability company whom acquired title as Western Highland Mortgage Fund I, LLC

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

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

KF\KF 03/09/2011

LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY IN THE UNINCORPORATED AREA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

Parcel 3 of the Parcel Map recorded on December 2, 2010 in Book 840 of Maps, at pages 33, 34, 35 and 36, Santa Clara County Records.

Reserving therefrom non exclusive easements for ingress and egress purposes, along with all incidents thereto, over, along and through Vista Court as shown on said Parcel Map, for the benefit of Parcels 1, 2 and 4 of said Parcel Map.

PARCEL TWO:

A non exclusive easement for ingress and egress purposes, along with all incidents thereto, over, along and through those portions of Parcels 1, 2 and 4 of said Parcel Map lying within the lines of Vista Court as shown on said Parcel Map, for the benefit of Parcel One.

PARCEL THREE:

A non-exclusive easement for ingress and egress purposes, along with all incidents thereto, over, along and through those portions of Parcel 4 of said Parcel Map lying within the lines of Vista Court, as shown on said Parcel Map. as reserved in the Deed from Western Highland Mortgage Fund I, LLC, recorded February 24, 2011 as Document Number 21092561, Santa Clara County Records.

PARCEL FOUR:

A non-exclusive easement for ingress and egress purposes, along with all incidents thereto, over, along and through those portions of Parcel 1 of said Parcel Map lying within the lines of Vista Court, as shown on said Parcel Map, as reserved in the Deed from Western Highland Mortgage Fund I, LLC, recorded February 25, 2011 as Document Number 21094296. Santa Clara County Records.

APN: 898-34-002

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

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2011-2012.

2. **The herein described property** lies within the boundaries of a Mello-Roos Community Facilities District ("CFD"), as follows:

CFD No.:	2005-01
For:	Santa Clara County Library District
Disclosed By:	Notice of Special Tax Lien
Recorded:	June 24, 2005, Instrument No. 18438576, of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the County of Santa Clara. The tax may not be prepaid.

3. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

4. An easement for Public Street purposes over that portion of said land within Leavesley Road, as shown upon

The Map of: Catherine Dunne Ranch Map No. 3
Recorded: March 13, 1913 in Book O of Maps, at pages 28 and 29, Santa Clara County Records

Together with private easements for ingress and egress over that portion of said land

Within: Leavesley Road
In Favor Of: The owners of lots in said Tract acquired under conveyances of lots by reference to said Map.

5. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	Pacific Gas and Electric Company, a California corporation
Purpose:	to excavate for, install, replace, maintain and use for conveying a gas pipe line
Recorded:	May 24, 1954, Book 2879, Page 223, of Official Records
Affects:	A strip of land of the uniform width of 50 feet lying equally on each side of the line which begins at a point in the Northwesterly boundary line (marked by a fence now upon the ground) of said Lot 51 from which the 4 inch by 4 inch White Post (described "100 A" on the west side) marking the most Westerly corner of said Lot 51 bears S. 66 deg. 21' W. 716.3 feet distant and runs thence S. 34 deg. 53' E. 1101.5 feet; thence S. 24 deg. 02' E. 1234.0 feet; thence S. 11 deg. 30' E. 102.3 feet; more or less, to the Southeasterly boundary line of said Lot 51, said Southeasterly boundary line being the centerline of Leavesly Road, as said Leavesley Road is shown upon said Map.

6. **Matters** contained in that certain document entitled "Deferred Improvement Agreement" dated September 24, 2008, executed by and between County of Santa Clara and Leavesley Road Partners recorded October 2, 2008, Instrument No. 20004850, of Official Records.

Reference is hereby made to said document for full particulars.

7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	The County of Santa Clara
Purpose:	conservation purposes
Recorded:	October 5, 2010, Instrument No. 20900130, of Official Records
Affects:	as described in said document

8. **Matters** contained in that certain document entitled "Open Space and Conservation Easement Agreement" dated October 4, 2010, executed by and between Leavesley Road Partners and The County of Santa Clara recorded October 5, 2010, Instrument No. 20900130, of Official Records.

Reference is hereby made to said document for full particulars.

9. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract.

Purpose:	existing swale and 25 foot wide storm drainage easement
Affects:	portion of the premises

Purpose:	Open space easement
Affects:	portion of the premises

Purpose:	Exception to Open Space Easement
Affects:	as shown on the recorded map

10. **Matters** contained in that certain document entitled "Agreement and Declaration of Covenants and Easements for Sharing Private Street Maintenance" dated December 9, 2010, executed by Western Highland Mortgage Fund I, LLC recorded January 10, 2011, Instrument No. 21039102, of Official Records, which document, among other things, contains or provides for: Private street maintenance.

Reference is hereby made to said document for full particulars.

11. **The transaction contemplated** in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

12. **If a work of improvement** is contemplated, in progress or recently completed. To assist the Company in determining if it can give the priority coverage contained within the policy contemplated by this report, please provide the following:

(a) Current Financial Statement and/or Current Loan Application.

(b) Project Cost Breakdown.

(c) Completed Loss of Priority Questionnaire. (This form furnished by the Company).

(d) A fully executed Indemnity Agreement. (This form furnished by the Company).

(e) If work* has commenced prior to the recordation of the Construction Deed of Trust there will be further requirements and the closing of the transaction could be delayed.

*"Work" may include, among other things, any preparation of the site for the planned construction, delivery of construction materials or equipment and any labor furnished.

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

13. The herein referred to property appears to be free and clear of any Deeds of Trust or Mortgages. Please confirm if this is the case.

END OF ITEMS

Note 1. The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

Grantor:	Leavesley Road Partners, a California limited liability company
Grantee:	Western Highland Mortgage Fund I, LLC
Recorded:	November 3, 2010, Instrument No. 20941225, of Official Records

Note 2. 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. Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

Tax Identification No.:	898-34-002
Fiscal Year:	2010 - 2011
1st Installment:	$12,315.75
2nd Installment:	$12,315.75

Note 4. 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 5. Wiring instructions for Chicago Title Company, San Jose, CA, are as follows:

Receiving Bank:	Bank of America 275 Valencia Blvd, 2nd Floor Brea, CA 92823-6340
ABA Routing No.:	026009593
Credit Account Name:	Chicago Title Company - Santa Clara Subdivision 675 N. 1st Street, Suite 300, San Jose, CA 95112
Credit Account No.:	12353-81969
Escrow No.:	08-**980S0300-3**-TM

These wiring instructions are for this specific transaction involving the Title Department of the San Jose office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

Note 6. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

This is not a survey of the land and is inserted as a matter of information only, and while the same is compiled from information we believe to be correct, no liability is assumed by Chicago Title Company as to the correctness of said information.

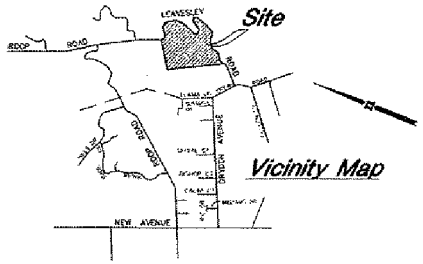
PARCEL MAP

BEING A PORTION OF LOT 51 AS SHOWN UPON THAT CERTAIN MAP ENTITLED 'CATHERINE DUNNE RANCH NO. 8' WHICH MAP WAS FILED FOR RECORD MARCH 3, 1913 IN BOOK 'O' OF MAPS AT PAGES 28 & 29, SANTA CLARA COUNTY RECORDS.

LYING WITHIN THE UNINCORPORATED AREA OF

THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

OCTOBER, 2010



OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SANTA CLARA ALL STREETS AND PORTIONS OF STREETS NOT HERETOFORE EXISTING AND DESIGNATED AS LEAVESLEY ROAD AND VISTA COURT AS SHOWN UPON THIS MAP; SAID DEDICATIONS AND OFFERS OF DEDICATION ARE FOR ANY AND ALL PUBLIC USES UNDER, UPON, AND OVER SAID STREETS AND PORTIONS THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SANTA CLARA STORM DRAINAGE EASEMENTS IN, UNDER, OVER, UPON, AND ACROSS THOSE CERTAIN STRIPS OF LAND DELINEATED AND DESIGNATED AS "S.D.E." (STORM DRAINAGE EASEMENT).

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SANTA CLARA, SLOPE EASEMENTS DESIGNATED AS "S.E." (SLOPE EASEMENT) FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING CUT OR FILL SLOPES OR RETAINING WALLS.

WE HEREBY DEDICATE IN PERPETUITY TO THE COUNTY OF SANTA CLARA, CALIFORNIA, PURSUANT TO THE OPEN SPACE EASEMENT ACT OF 1974 (CALIFORNIA GOVERNMENT CODE SECTION 51070 ET SEQ.) AN OPEN SPACE EASEMENT OVER THAT PORTION OF PARCELS 1 THROUGH 4 INCLUSIVE, DELINEATED AND DESIGNATED AS "OPEN SPACE EASEMENT" SHOWN ON SHEETS 2 AND 4 OF THIS MAP. SAID OPEN-SPACE EASEMENT IS NOT OFFERED FOR USE BY THE GENERAL PUBLIC, BUT IS INTENDED FOR THE EXCLUSIVE USE OF THE OWNER(S) OF PARCELS 1 THROUGH 4 INCLUSIVE, THEIR GUESTS, INVITEES, LESSEES AND SERVANTS. NO STRUCTURE OR IMPROVEMENT SHALL BE CONSTRUCTED OR ERECTED WITHIN THE FOREGOING OPEN-SPACE EASEMENT, AND NO ACTIVITY OR USE SHALL BE CONDUCTED THERE WHICH IS NOT COMPATIBLE WITH MAINTAINING AND PRESERVING THE NATURAL OR SCENIC CHARACTER OF THE LAND.

ALL OF THE HEREIN DESCRIBED STREETS AND EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT IMPAIR THE USE OF OR ARE INCONSISTENT WITH THE PURPOSE OF THE STREET OR EASEMENT.

THE HEREIN DESCRIBED OFFERS OF DEDICATION TO THE COUNTY OF SANTA CLARA ARE TO BE ACCEPTED ONLY WHEN THE BOARD OF SUPERVISORS OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS OR EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE DEVELOPER DURING ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION. THE COUNTY OF SANTA CLARA SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS OF WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE COUNTY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION.

OWNERS: WESTERN HIGHLAND MORTGAGE FUND 1, LLC

BY: Robert S. Novasel

BY: Richard W. Schwerte

ACKNOWLEDGEMENT

STATE OF CALIFORNIA:
COUNTY OF SANTA CLARA: S.S.

ON 10-20-2010 BEFORE ME, Susan Poscic
NOTARY PUBLIC, PERSONALLY APPEARED, Robert I. Novasel and Richard W. Schwerte

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE Susan Poscic

PRINTED NOTARY'S NAME SUSAN POSCIC

COMMISSION NO. 1873893 EXP. DATE 1-16-2014

NOTARY'S PRINCIPLE PLACE OF BUSINESS Western Highland Mortgage

NOTES

1.) ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

2.) THE AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 99.41± ACRES

ACKNOWLEDGEMENT

STATE OF CALIFORNIA:
COUNTY OF SANTA CLARA: S.S.

ON _____ BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED, _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE _____

PRINTED NOTARY'S NAME _____

COMMISSION NO. _____ EXP. DATE _____

NOTARY'S PRINCIPLE PLACE OF BUSINESS _____

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LEAVESLEY ROAD PARTNERS ON MAY 20TH, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE FEBRUARY 15 2011, AND THAT SUCH MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WILLIAM J. McCLINTOCK, R.C.E. 24893
EXPIRATION DATE: 12/31/11

DATE 10/21/2010

REGISTERED PROFESSIONAL ENGINEER — WILLIAM J. McCLINTOCK — No. 24893 EXP. 12-31-11 — CIVIL — STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN PARCEL MAP; THAT THE MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT. PURSUANT TO THE PROVISIONS OF SECTION C12-133 OF THE COUNTY ORDINANCE CODE, IT IS HEREBY ORDERED THAT ALL STREETS, PORTIONS OF STREETS, AND EASEMENTS OFFERED FOR DEDICATION TO THE COUNTY OF SANTA CLARA ARE HEREBY NOT ACCEPTED AND ALL DEDICATIONS TO PUBLIC USE ARE HEREBY ACCEPTED IN BEHALF OF THE PUBLIC FOR THE PURPOSES SET FORTH IN THE OWNER'S STATEMENT.

GWENDOLYN GEE, COUNTY SURVEYOR
L.S. 6780, EXPIRATION DATE 9/30/12

DATE NOVEMBER 18TH 2010

PROFESSIONAL LAND SURVEYOR — GWENDOLYN GEE — Exp. 9-30-12 — No. 6780 — STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS 2nd DAY OF December 20 10
AT 9:15 A.M. IN BOOK 840 OF MAPS, AT PAGES 33-36 AT THE REQUEST OF MH ENGINEERING CO.

FILE NO. 20984548

FEE $ 14.00

REGINA ALCOMENDRAS, SANTA CLARA COUNTY RECORDER

BY: DEPUTY LAURA B. AGUILAR

840/33

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, Ca 95037

SHEET 1 OF 4 24054

COUNTY FILE NO. 3515-82-25-08 COUNTY GRID NO. 230-82-25

RM840033 1

20984548

1/4

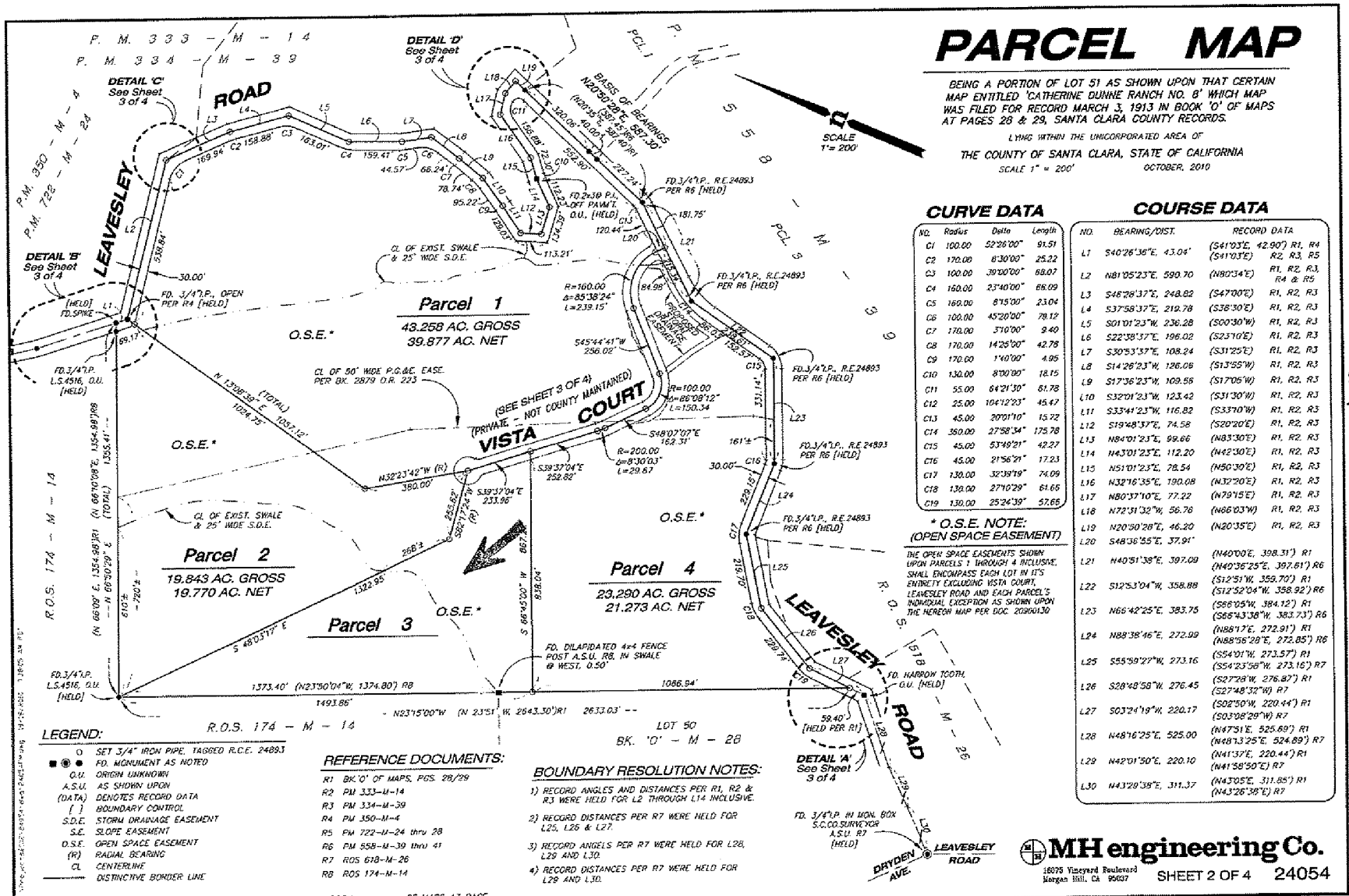
PARCEL MAP

BEING A PORTION OF LOT 51 AS SHOWN UPON THAT CERTAIN MAP ENTITLED 'CATHERINE DUNNE RANCH NO. 8' WHICH MAP WAS FILED FOR RECORD MARCH 3, 1913 IN BOOK 'O' OF MAPS AT PAGES 28 & 29, SANTA CLARA COUNTY RECORDS.

LYING WITHIN THE UNINCORPORATED AREA OF

THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

SCALE 1" = 200' OCTOBER, 2010



CURVE DATA

NO.	Radius	Delta	Length
C1	100.00	52°26'00"	91.51
C2	170.00	8°30'00"	25.22
C3	100.00	39°00'00"	68.07
C4	160.00	23°40'00"	66.09
C5	160.00	8°15'00"	23.04
C6	100.00	45°20'00"	78.12
C7	170.00	3°10'00"	9.40
C8	170.00	14°26'00"	42.78
C9	170.00	1°40'00"	4.95
C10	130.00	8°00'00"	18.15
C11	55.00	64°21'30"	61.78
C12	25.00	104°12'23"	45.47
C13	45.00	30°01'10"	15.72
C14	360.00	27°58'34"	175.78
C15	45.00	53°49'21"	42.27
C16	45.00	21°56'21"	17.23
C17	130.00	32°39'19"	74.09
C18	130.00	27°10'29"	61.65
C19	130.00	25°24'39"	57.66

COURSE DATA

NO.	BEARING/DIST.	RECORD DATA
L1	S40°26'36"E, 43.04'	(S41°03'E, 42.90') R1, R4 (S41°03'E) R2, R3, R5
L2	N81°05'23"E, 590.70	(N80°34'E) R1, R2, R3, R4 & R5
L3	S48°28'37"E, 248.82	(S47°00'E) R1, R2, R3
L4	S37°58'37"E, 219.78	(S38°30'E) R1, R2, R3
L5	S01°01'23"W, 236.28	(S00°30'W) R1, R2, R3
L6	S22°38'37"E, 196.02	(S23°10'E) R1, R2, R3
L7	S30°53'37"E, 108.24	(S31°25'E) R1, R2, R3
L8	S14°26'23"W, 126.06	(S13°55'W) R1, R2, R3
L9	S17°36'23"W, 109.56	(S17°05'W) R1, R2, R3
L10	S32°01'23"W, 123.42	(S31°30'W) R1, R2, R3
L11	S33°41'23"W, 116.82	(S33°10'W) R1, R2, R3
L12	S19°48'37"E, 74.58	(S20°20'E) R1, R2, R3
L13	N84°01'23"E, 99.66	(N83°30'E) R1, R2, R3
L14	N43°01'23"E, 112.20	(N42°30'E) R1, R2, R3
L15	N51°01'23"E, 78.54	(N50°30'E) R1, R2, R3
L16	N32°16'35"E, 190.08	(N32°20'E) R1, R2, R3
L17	N80°37'10"E, 77.22	(N79°15'E) R1, R2, R3
L18	N72°31'32"W, 56.76	(N66°03'W) R1, R2, R3
L19	N20°50'28"E, 46.20	(N20°35'E) R1, R2, R3
L20	S48°36'55"E, 37.91'	
L21	N40°51'38"E, 397.09	(N40°00'E, 398.31') R1 (N40°36'25"E, 397.61') R6
L22	S12°53'04"W, 358.88	(S12°51'W, 359.70') R1 (S12°52'04"W, 358.92') R6
L23	N66°42'25"E, 383.75	(S66°05'W, 384.12') R1 (S66°43'38"W, 383.73') R6
L24	N88°38'46"E, 272.99	(N88°17'E, 272.91') R1 (N88°56'28"E, 272.85') R6
L25	S55°59'27"W, 273.16	(S54°01'W, 273.57') R1 (S54°23'58"W, 273.16') R7
L26	S28°48'58"W, 276.45	(S27°28'W, 276.87') R1 (S27°48'32"W) R7
L27	S03°24'19"W, 220.17	(S02°50'W, 220.44') R1 (S03°08'29"W) R7
L28	N48°16'25"E, 525.00	(N47°51'E, 525.69') R1 (N48°13'25"E, 524.89') R7
L29	N42°01'50"E, 220.10	(N41°37'E, 220.44') R1 (N41°58'50"E) R7
L30	N43°28'38"E, 311.37	(N43°05'E, 311.85') R1 (N43°26'38"E) R7

* O.S.E. NOTE: (OPEN SPACE EASEMENT)

THE OPEN SPACE EASEMENTS SHOWN UPON PARCELS 1 THROUGH 4 INCLUSIVE, SHALL ENCOMPASS EACH LOT IN IT'S ENTIRETY EXCLUDING VISTA COURT, LEAVESLEY ROAD AND EACH PARCEL'S INDIVIDUAL EXCEPTION AS SHOWN UPON THE HEREON MAP PER DOC. 20960130

LEGEND:

O	SET 3/4" IRON PIPE, TAGGED R.C.E. 24893
■ ◉ ●	FD. MONUMENT AS NOTED
O.U.	ORIGIN UNKNOWN
A.S.U.	AS SHOWN UPON
(DATA)	DENOTES RECORD DATA
[ ]	BOUNDARY CONTROL
S.D.E.	STORM DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
O.S.E.	OPEN SPACE EASEMENT
(R)	RADIAL BEARING
CL	CENTERLINE
———	DISTINCTIVE BORDER LINE

REFERENCE DOCUMENTS:

R1	BK.'O' OF MAPS, PGS. 28/29
R2	PM 333–M–14
R3	PM 334–M–39
R4	PM 350–M–4
R5	PM 722–M–24 thru 28
R6	PM 558–M–39 thru 41
R7	ROS 618–M–26
R8	ROS 174–M–14

BOUNDARY RESOLUTION NOTES:

1) RECORD ANGLES AND DISTANCES PER R1, R2 & R3 WERE HELD FOR L2 THROUGH L14 INCLUSIVE.

2) RECORD DISTANCES PER R7 WERE HELD FOR L25, L26 & L27.

3) RECORD ANGELS PER R7 WERE HELD FOR L28, L29 AND L30.

4) RECORD DISTANCES PER R7 WERE HELD FOR L29 AND L30.

FILE NO. _____ FILED DATE _____ BOOK _____ OF MAPS AT PAGE _____

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037

SHEET 2 OF 4 24054

RM840033 2

20984548

840/34

24

PARCEL MAP

BEING A PORTION OF LOT 51 AS SHOWN UPON THAT CERTAIN MAP ENTITLED 'CATHERINE DUNNE RANCH NO. 8' WHICH MAP WAS FILED FOR RECORD MARCH 3, 1913 IN BOOK 'O' OF MAPS AT PAGES 28 & 29, SANTA CLARA COUNTY RECORDS.

LYING WITHIN THE UNINCORPORATED AREA OF

THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

OCTOBER, 2010

BASIS OF BEARINGS

THE BEARINGS SHOWN UPON THE HEREIN MAP ARE BASED UPON THE CENTERLINE OF LEAVESLEY ROAD AS FOUND MONUMENTED, AND RECORDED AS N20°50'28"E IN BOOK 558 OF MAPS AT PAGES 39 THRU 41 INCLUSIVE, SANTA CLARA COUNTY RECORDS

LEGEND:

○	SET 3/4" IRON PIPE, TAGGED R.C.E. 24893
■ ◉ ●	FD. MONUMENT AS NOTED
O.U.	ORIGIN UNKNOWN
A.S.U.	AS SHOWN UPON
(DATA)	DENOTES RECORD DATA
[ ]	BOUNDARY CONTROL
S.D.E.	STORM DRAINAGE EASEMENT
O.S.E.	OPEN SPACE EASEMENT
S.E.	SLOPE EASEMENT
(R)	RADIAL BEARING
CL	CENTERLINE
———	DISTINCTIVE BORDER LINE

DETAIL 'C'

DETAIL 'D'

DETAILS
SCALE 1"=60'

DETAIL 'B'

DETAIL 'A'
SCALE 1"=10'

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

LEAVESLEY ROAD

LEAVESLEY RD.

VISTA COURT (PRIVATE - NOT COUNTY MAINTAINED)

PROPOSED STORM DRAINAGE EASEMENT

CL OF 50' WIDE P.G.&E. EASE. PER BK. 2879 O.R. 223

CL OF EXISTING SWALE & 25' WIDE S.D.E.

CL OF EXIST. SWALE & 20' WIDE S.D.E.

LOT 51

LOT 50

BK. 'O' - M - 28

R.O.S. 618-M-26

P.M. 350 - M - 4

P.M. 330-M-14

P.M. 334-M-39

P.M. 558-M-39

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037

SHEET 3 OF 4 24054

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3/4

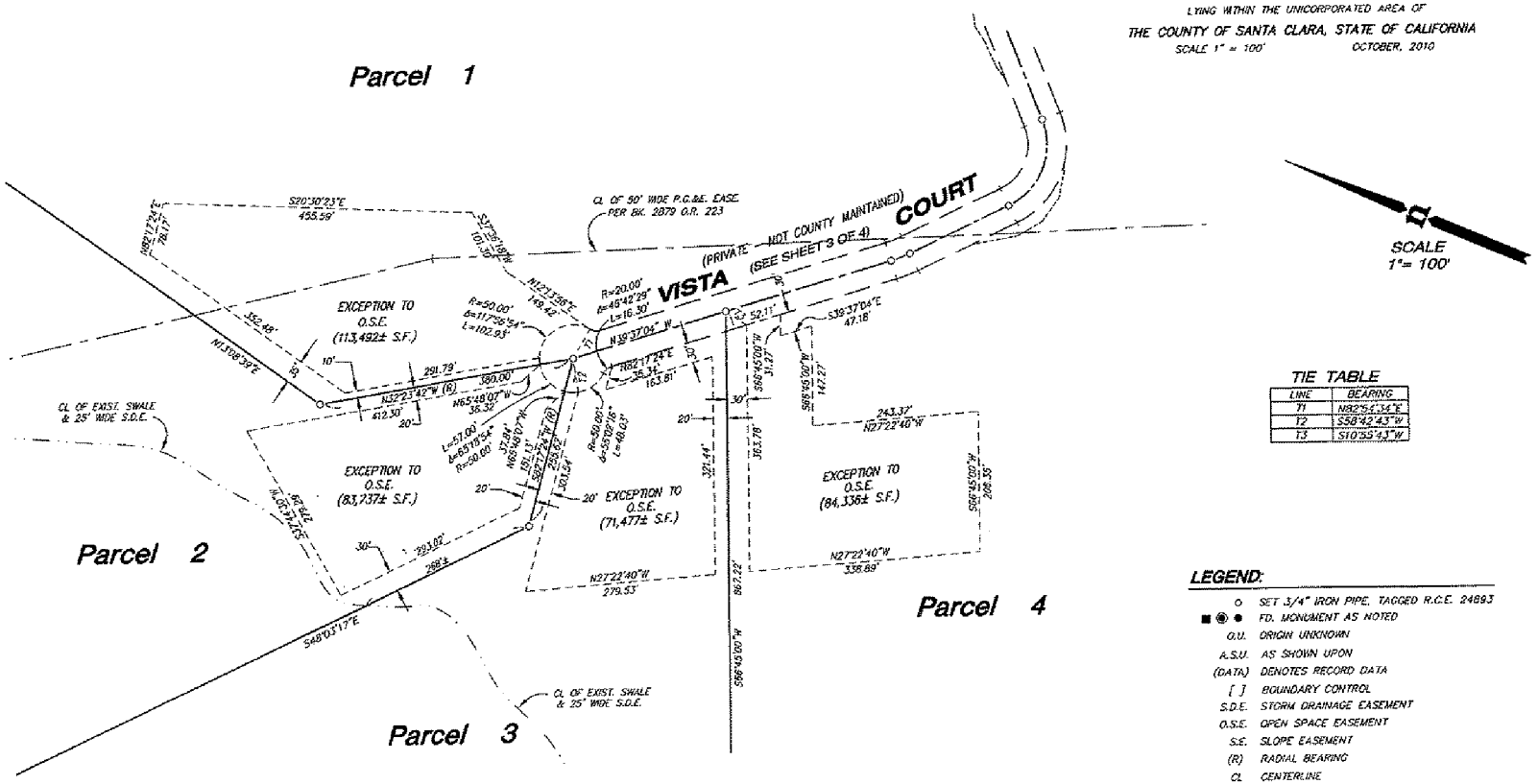
PARCEL MAP

BEING A PORTION OF LOT 51 AS SHOWN UPON THAT CERTAIN MAP ENTITLED "CATHERINE DUNNE RANCH NO. 8" WHICH MAP WAS FILED FOR RECORD MARCH 3, 1913 IN BOOK "O" OF MAPS AT PAGES 28 & 29, SANTA CLARA COUNTY RECORDS.

LYING WITHIN THE UNINCORPORATED AREA OF

THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

SCALE 1" = 100' OCTOBER, 2010



TIE TABLE

LINE	BEARING
T1	N82°54'34"E
T2	S58°42'43"W
T3	S10°55'43"W

LEGEND:

- ○ SET 3/4" IRON PIPE, TAGGED R.C.E. 24893
- ■ ◉ ● FD. MONUMENT AS NOTED
- O.U. ORIGIN UNKNOWN
- A.S.U. AS SHOWN UPON
- (DATA) DENOTES RECORD DATA
- [ ] BOUNDARY CONTROL
- S.D.E. STORM DRAINAGE EASEMENT
- O.S.E. OPEN SPACE EASEMENT
- S.E. SLOPE EASEMENT
- (R) RADIAL BEARING
- CL CENTERLINE
- ——— DISTINCTIVE BORDER LINE

MH engineering Co.

16076 Vineyard Boulevard
Morgan Hill, CA 95037

SHEET 4 OF 4 24054

FILE NO. _____ FILED DATE _____ BOOK _____ OF MAPS AT PAGE _____

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840/36

4/4

ATTACHMENT ONE

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

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

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

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
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.

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

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:

PART I

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)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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) 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)

2006 AMERICAN LAND TITLE ASSOCIATION 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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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) 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)

2006 AMERICAN LAND TITLE ASSOCIATION 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:

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.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. Land division
   f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d, 22, 23, 24 or 25.
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 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
   (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (02/03/10)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

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

Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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.

FNF Underwritten Title Company
CTC – Chicago Title Company

FNF Underwriter
CTIC – Chicago Title Insurance Company

Available Discounts

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

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 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.

FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)

Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.,* Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (CTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 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 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

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 50% or 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% or 50% of the appropriate title insurance rate, depending on the type of coverage selected.