



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Order No.: 131601793-DH
Property: 7804 Stanley Park Road, area of Carpinteria, partially in County of Santa Barbara; and partially in the County of Ventura CA

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

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

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

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

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

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

Chicago Title Insurance Company

Countersigned By:

Authorized Officer or Agent



By:

President

Attest:

Secretary



CHICAGO TITLE COMPANY

ISSUING OFFICE: 500 E. Esplanade Dr, Suite 102, Oxnard, CA 93036

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1225 Coast Village Road, Suite E • Montecito, CA 93108
(805)965-6900 • FAX (805)965-6905

PRELIMINARY REPORT

Title Officer: Denise Hume
Email: HumeD@ctt.com
Phone No.: (805)656-1300 x5216
Fax No.: (805)642-8280
Title No.: 131601793-DH

Escrow Officer: Trisha Kenney
Email: trisha.kenney@ctt.com
Phone No.: (805)965-6900
Fax No.: (805)965-6905
Escrow No.: 7741600762

PROPERTY ADDRESS(ES): 7804 Stanley Park Road, area of Carpinteria, partially in County of Santa Barbara;
and partially in the County of Ventura, , CA

EFFECTIVE DATE: October 6, 2016 at 07:30 AM

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

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

ALTA Loan Policy 2006

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

A Fee

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

Robert W. Hanrahan, as Trustee under Declaration of Trust dated July 11, 1984 for benefit of the Thompson Family Residual Trust; and

Robert W. Hanrahan, as Trustee under Declaration of Trust dated July 11, 1984 for benefit of the Alice M. Thompson Trust, as their respective interest appear of record, as to Parcels 1. 2. 3 and 5; and Charles H. Thompson and Alice M. Thompson, as Trustee under Declaration of Trust dated July 11, 1984, for benefit of the Thompson Family also known as Thompson Family Trust, as to Parcel 4, subject to Exception No. 20 of Schedule B

3. The Land referred to in this Report is described as follows:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 155-200-027, 008-0-100-070 and 080 and 008-0-220-010

Parcel 1: Assessor's Parcel No.: 155-200-027 (Santa Barbara County)

That portion of Sections 24 and 25, Township 4 North, Range 25 West, San Bernardino Base and Meridian in the County of Santa Barbara, State of California, according to the Official Plat of the survey of said land filed November 11, 1875, in the District Land Office, described as follows:

Beginning at the Northeasterly corner of said Section 25; thence, along the Northerly line thereof West 925.32 feet to the true point of beginning; thence,

South 35° 30' West 34.32 feet; thence,

South 22° 00' East 374.22 feet; thence,

South 24° 15' West 228.36 feet; thence,

South 71° West 115.50 feet; thence,

South 32° 15' West 124.74 feet; thence,

South 28° 30' East 438.90 feet; thence, parallel with the Northerly line of said Northeast quarter of the Northeast quarter of Section 25, West to the Westerly line of the Northeast quarter of the Northeast quarter of Section 25; thence,

North along said Westerly line to and along the Westerly line of the Southeast quarter of the Southeast quarter of Section 24 to the center of Rincon Creek and the Santa Barbara County line; thence,

South 29° 15' East along said County line to an angle point therein; thence,

South 61° 30' East 390.72 feet; thence,

South 29° 15' East 361.68 feet; thence,

South 35° 30' West 371.58 feet to the true point of beginning.

EXCEPT therefrom that portion if any lying outside of Santa Barbara County.

Parcel 2: Assessor's Parcel No.: 008-0-100-070 (Ventura County)

All that portion of the following described part of the Southeast quarter of the Southeast quarter of Section 24, Township 4 North, Range 25 West; San Bernardino Base and Meridian, as per Plat of said Township, filed in the District Land Office on November 11, 1875, which lies within Ventura County, California,

Beginning at the Southeast corner of said Section; thence,

1st: West along the Southerly line thereof 925.32 feet; thence,

EXHIBIT "A"
Legal Description

2nd: North 35° 30' East 371.58 feet; thence,

3rd: East parallel with the South line of said Section 709.54 feet to a point on the East line of said Section; thence,

4th: South along said East line 302.51 feet, more or less, to the point of beginning.

Parcel 3: Assessor's Parcel No.: 008-0-100-080 (Ventura County)

That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 4 North, Range 25 West, San Bernardino Base and Meridian, the County of Ventura, State of California, according to the Official Plat of said land filed November 11, 1875, in the District Land Office, lying within said Ventura County and Northerly of the following described line and Westerly prolongation thereof;

Beginning at the Southeasterly corner of said Section 24; thence, along the Southerly line of said Section 24 West 925.32 feet; thence,

North 35° 30' East 371.58 feet to the true point of beginning of said line to be described; thence,

East parallel with the Southerly line of said Section 24 to the Easterly line of said Section 24.

Parcel 4: Assessor's Parcel No.: 008-0-220-010 (Ventura County)

That portion of the Northeast quarter of the Northeast quarter of Section 25, Township 4 North, Range 25 West, San Bernardino Base and Meridian, in the County of Ventura, State of California, according to the Official Plat of the Survey of said land filed November 11, 1875, in the District Land Office, described as follows:

Commencing at the Northeasterly corner of said Section 25; thence, along the Northerly line thereof West 925.32 feet; thence, South 35° 30' West 34.32; thence, South 22° 00' East 374.22 feet to the true point of beginning; thence,

1st: South 24° 15' West 228.36 feet; thence,

2nd: South 71° West 115.50 feet; thence,

3rd: South 32° 15' West 124.74 feet; thence,

4th: South 28° 30' East 438.90 feet; thence, parallel with the Northerly line of said Northeast quarter of the Northeast quarter of Section 25,

5th: East 864.98 feet to the Easterly line of said Northeast quarter of the Northeast quarter of Section 25; thence, along said Easterly line,

6th: North 736.96 feet to the intersection with a line which is parallel with the Northerly line of said Northeast quarter of the Northeast quarter of Section 25 and passes through said true point of beginning; thence along said parallel line,

7th: West 805.03 feet to the true point of beginning.

EXHIBIT "A"
Legal Description

EXCEPT therefrom that portion thereof, if any, lying outside of Ventura County.

Parcel 5: Assessor's Parcel No.: 008-0-220-010 (Ventura County)

All that portion of the following described part of the Northeast quarter of the Northeast quarter, Section 25, Township 4 North, Range 25 West, San Bernardino Base and Meridian, as per Plat of said Township filed in the District Land Office on November 11, 1875 which lies within Ventura County, California,

Beginning at the Northeast corner of said Section 25; thence,

1st: West along the North line of said Section 925.32 feet; thence,

2nd: South 35° 30' West 34.32 feet; thence,

3rd: South 22° 00' East 374.22 feet; thence,

4th: East parallel with the North line of said Section 805.03 feet to a point on the East line of said Section; thence,

5th: North along said East line 374.87 feet, more or less, to the point of beginning.

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

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

Code Area: 059002
 Tax Identification No.: 155-200-027
 Fiscal Year: 2016-2017
 1st Installment: \$55.87 Not Paid
 2nd Installment: \$55.87 Not Paid
 Land: \$8,526.00
 Improvements: \$2,006.00
 Bill No.: 2016-1120867

Affects: Parcel 1 (Santa Barbara County)

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

Code Area: 91001
 Tax Identification No.: 008-0-100-070
 Fiscal Year: 2016-2017
 1st Installment: \$114.62 Not Paid
 2nd Installment: \$114.62 Not Paid
 Land: \$7,010.00
 Improvements: \$5,934.00
 Bill No.: 3421220

Affects: Parcel 2 (Ventura County)

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

Code Area: 91001
 Tax Identification No.: 008-0-100-080
 Fiscal Year: 2016-2017
 1st Installment: \$635.44 Not Paid
 2nd Installment: \$635.44 Not Paid
 Land: \$4,767.00
 Improvements: \$96,148.00
 Bill No.: 3412120

Affects: Parcel 3 (Ventura County)

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

Code Area: 91007
 Tax Identification No.: 008-0-220-010
 Fiscal Year: 2016-2017
 1st Installment: \$415.74 Not Paid
 2nd Installment: \$415.74 Not Paid
 Land: \$32,937.00
 Improvements: \$26,727.00
 Bill No.: 3427400

Affects: Parcels 4 and 5 (Ventura County)

EXCEPTIONS
(continued)

- 5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 6. Any adverse claim based upon the assertion that:
 - a. Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Rincon Creek in the event the boundary of said creek has been artificially raised or is now or at any time has been below the high watermark, if said creek is in its natural state.
 - b. Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Rincon Creek, or has been formed by accretion to any such portion.

7. Reservations contained in the Patent

From: The United States of America
 To: Simeon F. Shepards
 Recorded: [November 3, 1894, Book C, Page 63 of](#) Patents Santa Barbara County; and
[May 2, 1895, Book 2, Page 225](#) of Patents Ventura County

Which among other things recites as follows:

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

Affects: Parcel 1 (Santa Barbara County)
 Parcels 2 and 3 (Ventura County)

8. Reservations contained in the Patent

From: The United States of America
 Recording Date: May 2, 1895
 Recording No.: [Book 2, Page 224 of Patents Ventura County](#)

Which among other things recites as follows:

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

Affects: Parcel 4 (Ventura County)

EXCEPTIONS

(continued)

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

Granted to: J. Henry Shepard; and
James E. Shepard
Purpose: Pipelines, with right to take water from Rincon Creek
Recording Date: October 21, 1913
Recording No.: [Book 143, Page 1 of Deeds Santa Barbara County](#)
Affects: Parcel 1 (Santa Barbara County)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to the record for the particulars therein.

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

Granted to: J. Henry Shepard; and
James E. Shepard
Purpose: Pipelines, with right to take water from Rincon Creek
Recording Date: October 24 1913
Recording No.: [Book 138, Page 482 of Deeds Ventura County](#)
Affects: Parcels 2, 3 and 4 (Ventura County)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to the record for the particulars therein.

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

Granted to: Marie M. Solari, et al.
Purpose: Pipelines and incidental purposes
Recording Date: August 29, 1930
Recording No.: [Book 217, Page 558 of Official Records Santa Barbara County](#)
Affects: Parcel 1 (Santa Barbara County)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to the record for the particulars therein.

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

Granted to: Guy F. Atkinson Company
Purpose: Right of way for 25 foot wide roadway, ingress, egress and incidental purposes
Recording Date: September 20, 1955
Recording No.: [Book 1336, Page 187 of Official Records Santa Barbara County](#)
Affects: Parcel 1 (Santa Barbara County)

Reference is hereby made to the record for the particulars therein.

EXCEPTIONS
(continued)

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

Granted to: Guy F. Atkinson Company
 Purpose: Right of way for 25 foot wide roadway, ingress, egress and incidental purposes
 Recording Date: September 20, 1955
 Recording No.: [Book 1367, Page 144 of Official Records Ventura County](#)
 Affects: Parcels 2, 3 and 4 (Ventura County)

Reference is hereby made to the record for the particulars therein.

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

Granted to: Guy F. Atkinson Company
 Purpose: Right of way for 40 foot wide roadway, ingress, egress and incidental purposes
 Recording Date: June 18, 1956
 Recording No.: [Book 1385, Page 233 of Official Records Santa Barbara County](#)
 Affects: Parcel 1 (Santa Barbara County)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to the record for the particulars therein.

15. Matters contained in that certain document

Entitled: Rental Agreement
 Executed by: Henry C. Muzzal; and
 Guy F. Atkinson Company
 Recording Date: June 18, 1956
 Recording No.: [Book 1385, page 235 of Official Records Santa Barbara County](#)
 Affects: Parcel 1 (Santa Barbara County)

Reference is hereby made to said document for full particulars.

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

Granted to: County National Bank and Trust Company of Santa Barbara;
 Constance Dreyfus Lazear and Isidora D. Parsons, as Testamentary Trustees
 under the Last Will and Testament of Louis G. Dreyfus, deceased;
 Louis G. Dreyfus, Jr.;
 Constance Dreyfus Lazear; and
 Isidora D. Parsons
 Purpose: Road, utilities and incidental purposes
 Recorded: [October 22, 1956, Book 1409, Page 109](#) of Official Records Santa Barbara County
[October 22, 1956, Book 1455, Page 491](#) of Official Records Ventura County
 Affects: Parcel 1 (Santa Barbara County)
 Parcels 2, 3, 4 and 5 (Ventura County)

EXCEPTIONS
(continued)

17. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: September 12, 1958
 Lessor: Charles H. Thompson and Alice M. Thompson
 Lessee: Henry C. Muzzall
 Recording Date: September 19, 1958
 Recording No.: [Book 1556, Page 156 of Official Records Santa Barbara County](#)

Affects: Parcel 1 (Santa Barbara County)

Reference is hereby made to the record for the particulars therein.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

18. Matters contained in that certain document

Entitled: Agreement and Conveyance
 Dated: June 26, 1970
 Executed by: Charles H. Thompson and Alice Marie Thompson; and
 Guy F. Atkinson Company
 Recorded: [November 17, 2004, Book 2539, Page 1121](#) of Official Records Santa Barbara County
[November 20, 1974, Book 4338, page 316](#) of Official Records Ventura County

Among other things, said document provides for:

Continuing right of first refusal, together with other conditions

Affects: Parcel 1 (Santa Barbara County)
 Parcels 2, 3, 4 and 5 (Ventura County)

Reference is hereby made to said document for full particulars.

This covenant and/or agreement provides that it shall run with the land and be binding upon any future owners, encumbrancers, their successors or assigns.

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

Granted to: Southern California Edison Company
 Purpose: Public utilities and incidental purposes
 Recording Date: March 20, 1986
 Recording No.: [as Document No. 86-82626 of Official Records Ventura County](#)
 Affects: Parcels 2 and 3 (Ventura County)

20. Furnish for recordation a document to correct the following:

Document to be corrected: Quitclaim Deed
 Recording Date: May 21, 2004
 Recording No.: [as Document No. 20040521-142263 of Official Records](#)
 Ventura County

Matter(s) to be corrected: The inclusion of a Legal Description for Parcel 4

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

EXCEPTIONS

(continued)

21. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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

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

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

23. Water rights, claims or title to water, whether or not disclosed by the public records.

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

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

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

25. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

END OF EXCEPTIONS

NOTES

Note 1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Note 2. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note 4. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE
Effective: April 1, 2016

Order No.: 131601793-DS

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><u>How Information is Collected.</u> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><u>Use of Your Information.</u> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><u>Security Of Your Information.</u> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><u>Choices With Your Information.</u> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><u>When We Share Information.</u> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><u>Information From Children.</u> We do not knowingly collect information from children under the age of thirteen (13), and our websites are not intended to attract children.</p>	<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p><u>Access and Correction.</u> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><u>Do Not Track Disclosures.</u> We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p><u>The California Online Privacy Protection Act.</u> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><u>International Use.</u> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Contact FNF.</u> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two (2) types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

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

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three (3) main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

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

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

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

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

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

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AS OF APRIL 1, 2016

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	<u>YourDeductibleAmount</u>	<u>OurMaximumDollarLimitofLiability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

CTC - Chicago Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company

Available Discounts

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