



300 NORTH PACIFIC COAST HIGHWAY, #1075  
EL SEGUNDO, CA 90245  
PHONE NO. (800) 794-8094

GLEN OAKS ESCROW - GLENDALE (6586)  
6100 SAN FERNANDO RD  
GLENDALE, CA 91201

TITLE OFFICER: MONCEF SELMI / SERGIO SALAS  
E-MAIL: TITLEUNIT12@PROVIDENTTITLE.COM  
ORDER NO.: 12395597

ATTN: NAZELI GRIGORIAN

YOUR REFERENCE NO: 2789 WESTSHIRE DRIVE

PROPERTY ADDRESS: 2789 WESTSHIRE DRIVE, LOS ANGELES, CA 90068

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### PRELIMINARY REPORT

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DATED AS OF JUNE 11, 2024 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A FIRST AMERICAN TITLE INSURANCE COMPANY 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 IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

*PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN SCHEDULE B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.*

*IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.*

**THIS PRELIMINARY REPORT IS NOT TO BE CONSTRUED IN ANY MANNER AS AN ISSUANCE OF TITLE INSURANCE. APART FROM NOTIFICATION (INFORMATIONAL PURPOSES) IT DOES NOT OBLIGATE PROVIDENT TITLE COMPANY TO PROVIDE ANY INSURANCE OR PROTECTION OF TITLE MATTERS TO ANY PARTY WHICH, WITHOUT LIMITATIONS, INCLUDES THE RECIPIENT. ISSUANCE OF THIS PRELIMINARY REPORT DOES NOT GRANT ANY RIGHTS, REMEDIES OR PROTECTION TO ANY PARTY UNLESS PROVIDENT TITLE COMPANY ISSUES A FORMAL TITLE INSURANCE POLICY. PROVIDENT TITLE COMPANY IS RELEASED FROM ANY CLAIMS FOR RELIANCE, ESTOPPEL OR ANY OTHER CAUSES OF ACTION BY ANY PARTY UTILIZING THIS PRELIMINARY REPORT IN ANY TRANSACTION WHICH DOES NOT INCLUDE FINAL AND FORMAL TITLE INSURANCE ISSUED BY PROVIDENT TITLE COMPANY OR ANY OF ITS UNDERWRITERS.**

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.

MONCEF SELMI / SERGIO SALAS  
TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2021)  
HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY  
RESIDENCE

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:  
FIRST AMERICAN TITLE INSURANCE COMPANY

**SCHEDULE A**

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:

GRANT N. NIMAN, TRUSTEE OF THE FRONT PORCH TRUST U/T/A DATED AUGUST 7,  
2009

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 16 OF TRACT NO. 64506450, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 68, PAGE(S) 81 TO 85 INCLUSIVE  
OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES  
IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE  
WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY, AS RESERVED IN A DEED  
RECORDED APRIL 22, 1970 AS INSTRUMENT NO. 117, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 5583-013-005

**SCHEDULE B**

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

- A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2024-2025, WHICH ARE A LIEN NOT YET DUE AND PAYABLE.
- B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR INFORMATIONAL PURPOSES THE AMOUNTS ARE:
- |                  |              |
|------------------|--------------|
| FISCAL YEAR:     | 2023-2024    |
| 1ST INSTALLMENT: | \$ 11,061.06 |
| 2ND INSTALLMENT: | \$ 11,061.05 |
| CODE NO.:        | 00013        |
| TAX PARCEL NO.:  | 5583-013-005 |
- C. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

**ASSESSMENTS FOR COMMUNITY FACILITY DISTRICTS (MELLO-ROOS) AFFECTING SAID LAND WHICH EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS AND ARE COLLECTED WITH THE REGULAR REAL ESTATE TAXES SO LONG AS SUCH TAXES ARE PAID CURRENT.**

**NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.**

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY [THE FILED OR RECORDED MAP](#) REFERRED TO IN THE LEGAL DESCRIPTION.
3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
 

PURPOSE:	PUBLIC UTILITIES
AFFECTS:	SAID LAND
RECORDED:	IN <a href="#">BOOK 2719 PAGE 337</a> OFFICIAL RECORDS
4. THE RIGHT TO REMOVE ALL OF THE WATER UNDERLYING SAID LAND THROUGH UNDERGROUND CHANNELS OF THE SAME BY MEANS OF WELLS OR TUNNELS ON OTHER PROPERTY, AS IMPOSED BY DEED ABOVE MENTION.

5. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION AND RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

**NOTE:** SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

6. THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/ACSM SURVEY MADE BY M & M CO. ON JULY 23, 2009, DESIGNED JOB NO. 07-10-09 NIMAN WESTSHIRE DRIVE:
- A. THE FACT THAT A STONE AND CONCRETE WALL LOCATED IN THE NORTHWEST PORTION OF SAID LAND EXTENDS ONTO THE LAND ADJOINING SAID LAND TO THE WEST.
  - B. THE FACT THAT A WOOD FENCE LOCATED IN THE SOUTHWEST PORTION OF SAID LAND EXTENDS ONTO THE LAND ADJOINING SAID LAND TO THE WEST.
  - C. THE FACT THAT A BLOCK RETAINING WALL LOCATED IN THE SOUTHWEST PORTION OF SAID LAND EXTENDS ONTO THE EXTENDS ON TO THE RIGHT OF WAY KNOWN AS WESTSHIRE DRIVE.
  - D. THE FACT THAT A CONCRETE WALL WITH WOOD FENCE ATOP LOCATED IN THE SOUTHEAST PORTION OF SAID LAND EXTENDS ONTO THE RIGHT OF WAY KNOWN AS WESTSIRE DRIVE.
  - E. THE FACT THAT A RUBLE AND CONCRETE WALL LOCATED IN THE NORTHEAST PORTION OF SAID LAND EXTENDS ONTO THE LAND ADJOINING SAID LAND TO THE NORTH.

7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT:	\$ 1,005,000.00
DATED:	NOVEMBER 18, 2016
TRUSTOR:	GRANT N. NIMAN, TRUSTEE OF THE FRONT PORCH TRUST U/T/A DATED AUGUST 7, 2009
TRUSTEE:	FIRST AMERICAN TITLE COMPANY
BENEFICIARY:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) ACTING SOLELY AS NOMINEE FOR GOLDEN EMPIRE MORTGAGE, INC., A CALIFORNIA CORPORATION
RECORDED:	<a href="#"><u>DECEMBER 01, 2016 AS INSTRUMENT NO. 20161514035</u></a>

8. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT: \$ 500,00.00

DATED: JULY 9, 2018

TRUSTOR: GRANT N. NIMAN, TRUSTEE OF THE FRONT PORCH TRUST  
U/T/A DATED AUGUST 7, 2009

TRUSTEE: COMMONWEALTH LAND TITLE COMPANY

BENEFICIARY: MIDFIRST BANK, ACTING THROUGH ITS 1<sup>ST</sup> CENTURY BANK  
DIVISION

RECORDED: [JULY 16, 2018 AS INSTRUMENT NO. 20180708217](#)

**PLEASE NOTE: SAID DEED OF TRUST RECITES IN PART TO BE A CREDIT LINE AND THAT THE TRUSTOR/BORROWER CAN WITHDRAW FUNDS.**

**IT IS A REQUIREMENT OF THIS COMPANY THAT A LETTER EXECUTED BY ALL BORROWERS, A COPY OF WHICH HAS BEEN ATTACHED TO THIS PRELIMINARY REPORT, MUST BE SUBMITTED TO THE LENDER (WHEN THE REQUEST FOR DEMAND IS SENT) INSTRUCTING THE LENDER TO:**

- (I) ACCOMMODATE THIS TRANSACTION, SUSPEND THE CREDIT LINE, AND AGREE THAT NO FURTHER CHARGES OR ADVANCES BE MADE OR HONORED BY THE BANK FOR AT LEAST 30 DAYS;**
- (II) CLOSE THE CREDIT LINE AND ISSUE A FULL RECONVEYANCE RELEASING THE PROPERTY FROM THE LIEN UPON PAYMENT OF THE DEMAND**

**THIS COMPANY WILL REQUIRE, AS A CONDITION OF CLOSING ANY TRANSACTION, THAT A COPY OF SAID LETTER, ALONG WITH PROOF OF SUBMISSION TO THE LENDER, BE PROVIDED TO THE COMPANY WITH THE DEMAND FOR PAYMENT FROM THE LENDER.**

9. ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTEEES IN THE EVENT THAT THE TRUST REFERRED TO IN THE VESTING PORTION OF SCHEDULE A 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.
10. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND THAT IS SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
11. VARIOUS DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT HAVE BEEN RECORDED IN THE OFFICE OF THE COUNTY RECORDER AGAINST PARTIES WITH THE SAME OR SIMILAR NAMES AS THE FOLLOWING PARTIES, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.
- PARTIES: ALL PARTIES

12. THIS TRANSACTION MAY BE SUBJECT TO THE CURRENT FINCEN GEOGRAPHIC TARGETING ORDER ISSUED BY THE DIRECTOR OF FINCEN PURSUANT TO 31 U.S.C § 5326(A); 31 C.F.R. § 1010.3760; AND TREASURY ORDER 180-01. THE POLICY ISSUING AGENT MUST BE PROVIDED WITH CERTAIN INFORMATION PRIOR TO CLOSING PURSUANT TO THE GTO. THIS TRANSACTION WILL NOT BE INSURED, AND THIS ISSUING AGENT AND/OR ITS UNDERWRITER WILL NOT BE INVOLVED IN THE CLOSING AND SETTLEMENT UNTIL THIS INFORMATION IS REVIEWED BY THE ISSUING AGENT AND SUBMITTED TO FINCEN VIA THE BSA E-FILING THROUGH THE FINCEN E-FILE PLATFORM.

PLEASE CONTACT YOUR TITLE OFFICER IN REGARD TO THIS MATTER PRIOR TO SCHEDULING YOUR CLOSING TO AVOID POTENTIAL DELAYS.

END OF SCHEDULE B

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## NOTES AND REQUIREMENTS

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### FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

**SPECIAL NOTE:** THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE AMOUNT, IF ANY 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 BY THE PARTIES.

**SPECIAL 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 FACTER 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.

**SPECIAL NOTE:** CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662, EFFECTIVE JANUARY 1, 1994 AND BY AMENDMENT EFFECTIVE JANUARY 1, 2003, PROVIDES THAT THE SELLER IN ALL SALES OF CALIFORNIA REAL ESTATE MAY BE REQUIRED TO WITHHOLD 3 AND 1/3<sup>RD</sup> % OF THE TOTAL SALES PRICE A CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED.

**SPECIAL NOTE:** UNLESS OTHERWISE DIRECTED IN WRITING, PROVIDENT TITLE COMPANY AUTOMATICALLY ISSUES **THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-03-10)** ON ALL QUALIFIED RESIDENTIAL PROPERTY SALE TRANSACTIONS.

**SPECIAL NOTE:** THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (1-1-08) CONTAINS EXCEPTIONS AS TO OFF RECORD MATTERS IN ADDITION TO SPECIFIC DEDUCTIBLE AMOUNTS AND SPECIFIC LIABILITY MAXIMUMS FOR COVERED RISKS OF SAID POLICY THAT HAVE BEEN FILED AND APPROVED BY THE VARIOUS DEPARTMENTS OF INSURANCE WHERE THE FORMS HAVE BEEN FILED. PLEASE CONSULT WITH YOUR ESCROW OR TITLE OFFICER IF YOU HAVE QUESTIONS REGARDING THE POLICY.

Note No. 1: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA. BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

Note No. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES

Note No. 3: THIS COMPANY IS REQUIRING THAT THE FOLLOWING "OWNERS DECLARATION, AFFIDAVIT AND INDEMNIFICATION" BE COMPLETED BY THE OWNER OF THE ESTATE DESCRIBED OR REFERRED TO IN SCHEDULE A, IMMEDIATELY PRIOR TO THE CLOSE OF THIS TRANSACTION AND RETURNED TO US FOR OUR APPROVAL.

THE PURPOSE OF THE DECLARATION IS TO PROVIDE THIS COMPANY WITH CERTAIN INFORMATION THAT CANNOT NECESSARILY BE ASCERTAINED BY MAKING A PHYSICAL INSPECTION OF THE LAND. PLEASE CONTACT US IN THE EVENT YOU REQUIRE ASSISTANCE IN COMPLETING SAID DECLARATION.

Note No. 4: THIS COMPANY WILL REQUIRE A COPY OF THE TRUST INSTRUMENT CREATING THE TRUST AND ALL AMENDMENTS THERETO OF THE ENTITY **SHOWN IN THE VESTING PORTION OF SCHEDULE A**, TOGETHER WITH A WRITTEN VERIFICATION BY ALL TRUSTEES THAT THE COPY OF THE TRUST IS A TRUE AND CORRECT COPY OF THE TRUST, AS IT MAY HAVE BEEN AMENDED, THAT IT IS IN FULL FORCE AND EFFECT AND THAT IT HAS NOT BEEN REVOKED OR TERMINATED.



**CERTIFICATION OF TRUST**  
**PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5**  
**IMPORTANT: THIS CERTIFICATION OF TRUST MUST BE FULLY COMPLETED**

I/WE,

\_\_\_\_\_  
(Name of Trustee(s))

Trustee(s) of the

\_\_\_\_\_  
(Name of Trust)

dated \_\_\_\_\_, am/are providing the information set forth below at the request of PROVIDENT TITLE COMPANY, and its underwriter, (hereafter collectively called "Company").

WHEREAS, Company has been requested to issue a title insurance policy on the real property described in Schedule "A" of the Preliminary Report or Commitment issued under order number **12395597**; and

WHEREAS, Company has determined that information concerning the Trust is necessary to ascertain whether Company will be able to issue the requested policy of title insurance;

THEREFORE, acting in my/our capacity as Trustee(s) of the Trust, I/we hereby certify and confirm to Company that the information set forth below is accurate and correct.

1. The Trust identification number (SSN or employer Tax ID) is: \_\_\_\_\_
2. The Settlor(s) of the Trust is/are: \_\_\_\_\_  
\_\_\_\_\_
3. The current active Trustee(s) of the Trust is/are \_\_\_\_\_  
\_\_\_\_\_
4. As set out in the Trust, the powers of the Trustee(s) include: (check all that apply)  
☐ The power to sell, convey and grant trust property.  
☐ The power to hypothecate (borrow money and encumber/lien trust property).
5. As set out in the Trust, are all currently active Trustee(s) required to execute documents when exercising the powers set forth above? (circle one)      YES      NO
6. As set out in the Trust, the Trust is: (check the appropriate box)  
☐ Revocable      ☐ Irrevocable
7. If the Trust is revocable, the name(s) of the person(s) identified as having power to revoke the Trust is/are: \_\_\_\_\_
8. The Trust and the individual named Settlor(s) do not have any liens or money judgments pending, filed and/or recorded against them.
9. The Trust and/or the individually named Settlor(s) are not aware of any threatened, pending, or filed lawsuits nor have it/they settled any lawsuits within the three (3) calendar years immediately preceding the signing of this Certification.
10. By signing below, the undersigned Trustee(s) affirm that the Trust is in full force and effect and has not been revoked or terminated; in addition, the Trust has not been modified or amended in any manner which would cause the representations set forth herein to be incorrect.
11. Is this Certification of Trust being executed by all currently active Trustees of the Trust? (circle one)  
 YES      NO      (If "NO", please explain) \_\_\_\_\_  
 \_\_\_\_\_

12. Are there any living persons or entities named as Trustee in the Trust who are not "currently active Trustees"? (circle one)  
 YES NO ? (If "YES," identify by name and explain why) \_\_\_\_\_

13. The undersigned Trustees acknowledge and understand that Company may require additional information, including copies and/or excerpts of the Trust and any amendments, when necessary, in order to make an insurance determination.

14. The undersigned Trustee(s) state to the best of his/her/their knowledge, that there are no claims, challenges of any kind, and/or alleged causes of action, contesting or questioning the validity of the Trust or the Trustee(s) authority to act on behalf of the Trust.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS IN THIS CERTIFICATION BEFORE SIGNING. THE TRUSTEE(S) HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION IS TRUE AND CORRECT. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS CERTIFICATION, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING. THE TRUSTEE(S) UNDERSTAND THAT COMPANY MAY DECIDE NOT TO PROVIDE THE REQUESTED TITLE INSURANCE DESPITE THE INFORMATION AND AFFIRMATIONS CONTAINED HEREIN.**

\_\_\_\_\_  
 (Signature of Trustee)

\_\_\_\_\_  
 (Signature of Trustee)

\_\_\_\_\_  
 (Print Trustee Name)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
 (Print Trustee Name)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of Trustee)

\_\_\_\_\_  
 (Signature of Trustee)

\_\_\_\_\_  
 (Print Trustee Name)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
 (Print Trustee Name)

Date Signed: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the Identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document
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STATE OF \_\_\_\_\_ }  
 } SS.

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared

\_\_\_\_\_  
 who proved to be 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.

(This area for official notarial seal)

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OWNER'S DECLARATION, AFFIDAVIT AND INDEMNITY**

Order Number: 12395597

Address/Location: 2789 Westshire Drive, Los Angeles, California

Assessor's Parcel No.: 5583-013-005

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, PROVIDENT TITLE COMPANY, and First American Title Insurance Company (collectively hereafter referred to as "COMPANY"):

1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").
2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: (If none, please state "none")  

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3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following: (If none, please state "none")  

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4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following: (If none, please state "none")  

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5. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.
6. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current or are not yet due and payable.
7. There are no pending contemplated repairs/improvements to the Property, except the following: (If none, please state "none")  

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8. No building materials, repairs, or improvements have been provided, furnished or delivered within the last 12 months, except the following: (If none, please state "none")  

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9. Affiant is not aware of the existence of any of the following:
  - a. Improvements encroaching into any easements or over any boundary lines of the Property.
  - b. Adjoining property improvements encroaching onto the Property.
  - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
  - e. Pending repairs/improvements to the adjacent street(s).
  - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
  - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
  - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
  - i. Any pending assessments for Community Facility Districts.
  - j. Any new, pending or existing obligation or loan including any home improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
 With regard to 9a.-9j, except as follows: (If none, please state "none")  

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10. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: (If none, please state "none")  

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11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Property, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: (If none, please state "none")
- |          |                     |
|----------|---------------------|
| Creditor | Approximate Balance |
|          |                     |
|          |                     |

12. There are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the mineral rights on the Property, except the following: (If none, please state "none")
- 

13. Other than the Affiant, there are no other parties currently in possession of the Property, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: (If none, please state "none")
- 

14. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Property, with the exception of the following: (If none, please state "none")
- 

This is a sworn affidavit and is made for the purpose of inducing COMPANY to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds COMPANY harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that COMPANY may decide not to provide the requested title insurance despite the information and affirmations contained herein.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S DECLARATION, AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.**

<p>_____ (Signature)</p> <p>_____ (Print Name)</p> <p>Date Signed: _____</p>	<p>_____ (Signature)</p> <p>_____ (Print Name)</p> <p>Date Signed: _____</p>
--	--

A notary public or other officer completing this certificate verifies only the Identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared

who proved to be 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 and official seal. (This area for official notarial seal)

Signature: \_\_\_\_\_

## ALTA Information Collection Form



Under 31 U.S.C. § 5236(a), the Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued a Geographic Targeting Order to title insurance companies requiring the collection of beneficial ownership information for certain real estate transactions.

Please complete the below questionnaire. This Company will rely on the answers provided to meet its reporting obligations.

**Who is completing this form?**

Name	Position/Title		Company/Law Firm	
Postal Address (Headquarters)	City	State	Zip	EIN Number
Phone	E-Mail		Fax	License #

**Transactional Information**

Property Address <i>(If multiple properties see NOTE below):</i>				
City		State	Zip	County
Date of Statement	Total purchase price <i>(If multiple properties see NOTE below)</i> \$			
Type of Transaction: <input type="checkbox"/> Residential (1-4 family) <input type="checkbox"/> Commercial			Bank Financing <input type="checkbox"/> Yes <input type="checkbox"/> No	
Purchaser type: <input type="checkbox"/> Natural Person <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other				

**NOTE:** *If more than one property is purchased, list each address and purchase price on an addendum.*

**Purchase Funds Information**

Total Amount paid by below instruments: \$	
Which type of Monetary Instruments were used <i>(Use check boxes below)</i>	
<input type="checkbox"/> U.S. Currency (Paper money & coin)	
<input type="checkbox"/> Foreign Currency	Country:
<input type="checkbox"/> Cashier's Check(s)	<input type="checkbox"/> Money order(s)
<input type="checkbox"/> Certified check(s)	<input type="checkbox"/> Personal or Business check(s)
<input type="checkbox"/> Wire or other funds transfer(s)	<input type="checkbox"/> Virtual Currency

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## ALTA Information Collection Form

**Individual Primarily Representing Purchaser**

(Defined as the individual authorize by the entity to enter into legally binding contracts).

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)					
Type of ID		Issuing State or Country		% of ownership interest	
Last Name		First Name		M.I.	
Date of Birth	Occupation		Taxpayer ID Number or EIN (if none write N/A)		
Address		City		State	Zip

**Purchaser's Name & Address**

Name of Purchaser				
Taxpayer ID Number or EIN (if none write N/A)		Doing Business Name (DBA) (if none write N/A)		
Address		City		State Zip

**TRUSTS ONLY** – Indicate who conducted the transaction: ☐ Trustee ☐ Settlor ☐ Other

**Complete the following pages if the real estate purchase is being made by a corporation, LLC, partnership, other legal entity or trust.**

**For Corporations, LLCs, Partnerships and Other Entities provide the information for:**

- Each **BENEFICIAL OWNER** who, directly or indirectly, owns 25% or more of the equity interests of the Purchaser. If a legal entity or a series of legal entities is the beneficial owner of the Purchaser, provide information for the ultimate beneficial owner of all the legal entities.

**For Trusts provide the information for:**

- Trustee, settlor and EACH beneficiary** of the trust. If the trustee, settlor or a beneficiary is a legal entity, provide information for the entity and the ultimate beneficial owner that directly or indirectly owns 25% or more of that entity.

**(Note: It is NOT necessary to complete the address fields if the information is on a legible copy of the government issued ID submitted to the title underwriter.)**

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## ALTA Information Collection Form



Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)					
Type of ID		Issuing State or Country		% of ownership interest	
Last Name		First Name		M.I.	
Date of Birth	Occupation		Taxpayer ID Number or EIN (if none write N/A)		
Address		City		State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)					
Type of ID		Issuing State or Country		% of ownership interest	
Last Name		First Name		M.I.	
Date of Birth	Occupation		Taxpayer ID Number or EIN (if none write N/A)		
Address		City		State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)					
Type of ID		Issuing State or Country		% of ownership interest	
Last Name		First Name		M.I.	
Date of Birth	Occupation		Taxpayer ID Number or EIN (if none write N/A)		
Address		City		State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)					
Type of ID		Issuing State or Country		% of ownership interest	
Last Name		First Name		M.I.	
Date of Birth	Occupation		Taxpayer ID Number or EIN (if none write N/A)		
Address		City		State	Zip

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## ALTA Information Collection Form



**American Land  
Title Association**  
Protecting the American Dream Since 1907

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	% of ownership interest	
Last Name		First Name		M.I.
Date of Birth	Occupation	Taxpayer ID Number or EIN (if none write N/A)		
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	% of ownership interest	
Last Name		First Name		M.I.
Date of Birth	Occupation	Taxpayer ID Number or EIN (if none write N/A)		
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	% of ownership interest	
Last Name		First Name		M.I.
Date of Birth	Occupation	Taxpayer ID Number or EIN (if none write N/A)		
Address		City	State	Zip

I declare that to the best of my knowledge, the information I have furnished is true, correct and complete. I understand that this Title Company will rely on this information for the purposes of completing any reports made pursuant to an obligation under 31 U.S.C. § 5326(a),

Signature:	Date:
Type or Print Name:	Title:

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300 NORTH PACIFIC COAST HIGHWAY, #1075  
EL SEGUNDO, CA 90245  
PHONE NO. (800) 794-8094

## LENDERS SUPPLEMENTAL REPORT

ATTENTION:

YOUR NO.

OUR NO. 12395597

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THE REFERENCED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

13. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.
14. THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE KNOWN AS 2789 WESTSHIRE DRIVE, LOS ANGELES, CA 90068
15. THERE ARE NO CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

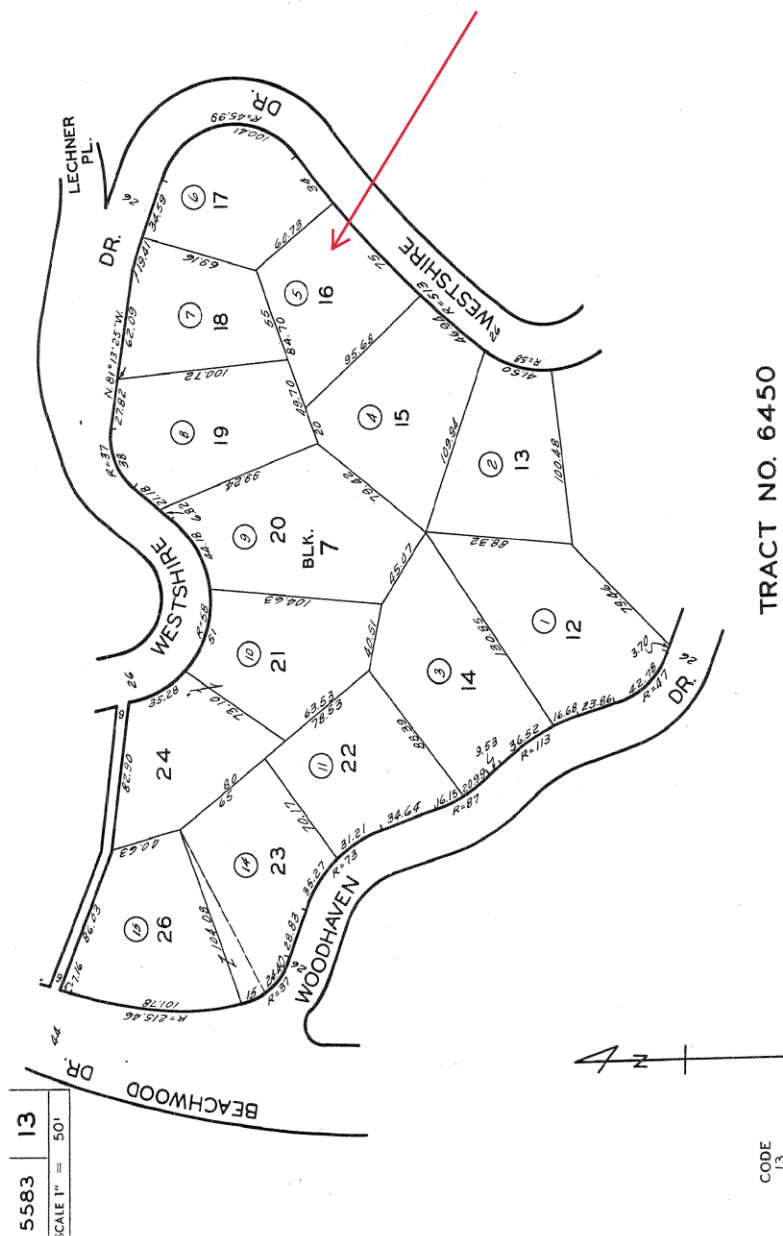
**EXHIBIT "A"**

LOT 16 OF TRACT NO. 64506450, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 68, PAGE(S) 81 TO 85 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE WITHOUT HOWEVER, THE RIGHT OF SURFACE ENTRY, AS RESERVED IN A DEED RECORDED APRIL 22, 1970 AS INSTRUMENT NO. 117, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 5583-013-005

740917209



**PROVIDENT TITLE COMPANY  
GLBA PRIVACY NOTICE**

This GLBA Privacy Notice explains how Provident Title Company ("Provident") collects, uses, and protects personal information, when and to whom Provident discloses such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all, sharing of their personal information. Please read this GLBA Privacy Notice carefully to understand how Provident uses your personal information.

The types of personal information Provident collects and shares depends on the product or service you have requested.

**Provident may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online Internet Protocol (IP) address if accessing company websites, email address, account name, unique online identifier, Social Security number, driver's license number, passport number, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, Social Security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Provident may collect personal information about you from:**

1. Publicly available information from government records;
2. Information Provident receives directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Provident; and
4. Information Provident receives from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Provident may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our products and services.

**Provident may use or disclose the personal information Provident collects for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided;
- b. To provide, support, personalize, and develop our website, products, and services;
- c. To create, maintain, customize, and secure your account with Provident;
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

- e. To prevent and/or process claims;
- f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;
- g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;
- k. Auditing for compliance with federal and state laws, rules, and regulations; and
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal information or use the personal information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Non-Affiliated Third Parties**

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

#### **Link to Privacy Notice**

Provident's GLBA Privacy Notice can be found on our website at <https://providenttitle.com/privacy-notice-glba/>.

**PROVIDENT TITLE COMPANY  
CCPA & CPRA PRIVACY NOTICE**

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Provident Title Company ("Provident") is providing this Privacy Notice at Collection for California Residents ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Provident's existing GLBA Privacy Notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA. All terms defined in the CCPA & CPRA have the same meaning when used in this CCPA & CPRA Notice.

**Personal and Sensitive Personal Information Provident Collects**

Specifically, Provident has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as: fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	NO
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO

I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as: grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

Provident obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Provident's website or other applications.
- From third parties that interact with Provident in connection with the services Provident provides.

#### **Personal and Sensitive Personal Information Provident May Collect That Is Excluded from Protection**

The following types of information may have been collected by Provident and is not subject to protection under this CCPA & CPRA Notice:

- Publicly available information from government records;
- Deidentified or aggregated consumer information;
- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

#### **Use of Personal and Sensitive Personal Information**

Provident may use or disclose the personal or sensitive information Provident collects for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided;
- To provide, support, personalize, and develop our website, products, and services;
- To create, maintain, customize, and secure your account with Provident;
- To process your requests, purchases, transactions, and payments and prevent transactional fraud;
- To prevent and/or process claims;

- f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;
- g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;
- k. Auditing for compliance with federal and state laws, rules, and regulations; or
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal or sensitive information or use the personal or sensitive information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Non-Affiliated Third Parties**

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

#### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### **Access to Specific Information and Data Portability Rights**

You have the right to request that Provident disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once Provident receives and confirms your verifiable consumer request, Provident will disclose to you:

- The categories of personal information Provident collected about you;
- The categories of sources for the personal information Provident collected about you;
- Provident's business or commercial purpose for collecting that personal information;
- The categories of third parties with whom Provident shares that personal information;
- The specific pieces of personal information Provident collected about you (also called a data portability request); and
- If Provident disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.



## **Deletion Request Rights**

You have the right to request that Provident delete any of your personal information Provident collected from you and retained, subject to certain exceptions. Once Provident receives and confirms your verifiable consumer request, Provident will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Provident may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which Provident collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
3. Debug products to identify and repair errors that impair existing intended functionality;
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*);
6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
7. Comply with a legal obligation; or
8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Provident does not share or sell information to third parties as the terms are defined under the CCPA and CPRA. Provident only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Provident correct any inaccurate information maintained about you.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA, is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

**Phone:** Toll Free at (800) 794-8094

**Website:** <https://providenttitle.com/contact-us/>

**Email:** [info@providenttitle.com](mailto:info@providenttitle.com)

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Provident through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12) month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom Provident collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Provident cannot respond to your request or provide you with personal information if Provident cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Provident.

### **Response Timing and Format**

Provident endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If Provident requires more time (up to an additional forty-five (45) days), Provident will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures Provident provides will only cover the twelve (12) month period preceding the verifiable consumer request's receipt. The response Provident provides will also explain the reasons Provident cannot comply with a request, if applicable. For data portability requests, Provident will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Provident does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If Provident determine that the request warrants a fee, Provident will tell you why Provident made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Provident will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, Provident will not:

- Deny you goods or services;
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

## **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. Provident will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, Provident will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

## **Changes to This CCPA & CPRA Notice**

Provident reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When Provident makes changes to this CCPA & CPRA Notice, Provident will post the updated Notice on Provident's website and update the Notice's effective date.

## **Link to Privacy Notice**

Provident's CCPA & CPRA Privacy Notice can be found on our website at <https://providenttitle.com/privacy-notice-ccpa/>.

## **Contact Information**

If you have questions or comments about this notice, the ways in which Provident collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at (800) 794-8094

**Website:** <https://providenttitle.com/contact-us/>

**Email:** [info@providenttitle.com](mailto:info@providenttitle.com)



## **Privacy Notice**

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

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

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

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

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; and (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

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

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

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



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

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

**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**Exhibit B (Revised 11-04-22)**  
**CALIFORNIA LAND TITLE ASSOCIATION**  
**STANDARD COVERAGE POLICY – 1990 (11-09-18)**  
**EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II**

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## LIMITATIONS ON COVERED RISKS

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

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

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

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

## ALTA OWNER'S POLICY (07-01-2021)

### EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.



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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## **2021 ALTA LOAN POLICY (07-01-21) EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## **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 may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exceptions 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 rights to a lien for services, labor, material not shown by the Public Records.