

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National 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 Fidelity National Title Insurance Company, a California 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.

Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
8950 Cal Center Drive, Suite 100 • Sacramento, CA 95826
(916)364-4070 • FAX (916)364-4093

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

PRELIMINARY REPORT

Update C

Title Officer: Craig Donner
Email: Craig.Donner@titlegroup.fntg.com
Title No.: FSSE-0101400293-CD

Escrow Officer: Kristi Adan
Email: kristi.adan@fnf.com
Escrow No.: FSSE-0101400293 -KA

TO: NACC Phase 1, LLC
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660
Attn: Chris Wilson
Your Ref No.:

PROPERTY ADDRESS(ES): American Canyon, American Canyon, CA

EFFECTIVE DATE: January 2, 2018 at 07:30 AM

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

ALTA Loan Policy 2006

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

A Fee as to Parcels One and Three; and Easement as to Parcel Two

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

Napa Airport Corporate Center I, LLC, a Delaware limited liability Company, as to Parcels One and Two and Napa-Vallejo Waste Management Authority, a joint powers agency, as to Parcel Three.

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): 057-090-079-000 and 057-090-080-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AMERICAN CANYON, COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All those portions of Parcel One and Parcel Three described in the Grant Deed from Napa Airport Corporate Centre, LLC, a California Limited Liability Company, to Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company, recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County, California, which lies Easterly of the Easterly lines of the strips of land described as Exhibit "A-1" and Exhibit "B-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, California and said portions being more particularly described as a whole as follows:

Beginning at the Northeast corner of the strip of land described as Exhibit "A-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, said Northeast corner also being an angle point in the West line of Parcel Three described in the Grant Deed from Napa Airport Corporate Centre, LLC, a California Limited Liability Company, to Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company, recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County and running; thence along said West line North 8° 41' 54" West, 65.93 feet to the Northwest corner of said Parcel Three; thence running along the North line of said Parcel Three the following Eight (8) courses:

- 1) North 66° 32' 25" East, 117.18 feet; thence to the beginning of a curve concave to the Northwest and having a radius of 1000.03 feet; thence
- 2) Northeasterly along said curve, through a central angle of 12° 48' 50" 223.65 feet; thence
- 3) North 53° 43' 35" East, 376.67 feet to the beginning of a curve concave to the Southeast and having a radius of 250.01 feet; thence
- 4) Northeasterly along said curve, through a central angle of 33° 41' 24" 147.01 feet; thence
- 5) North 87° 24' 59" East, 28.02 feet; thence
- 6) South 2° 17' 26" East, 47.50 feet to the Southern line of the 0.16 acre parcel of land described in Exhibit "B" of the Grant Deed recorded as Series Number 1993 37831 in Official Records of Napa County; thence along said Southern line and continuing along said North line
- 7) South 84° 09' 38" East, 35.36 feet; thence
- 8) South 63° 40' 42" East, 31.32 feet to the Northeast corner of said Parcel Three; thence leaving said North line and said Southern line and running along the East line of said Parcel Three the following Six (6) courses;
 - 1) South 2° 20' 56" East, 11.59 feet to the beginning of a curve concave to the West and having a radius of 9,910.30 feet; thence
 - 2) Southerly along said curve through a central angle of 2° 16' 34" 393.69 feet; thence
 - 3) North 89° 15' 21" West 411.57; thence

EXHIBIT "A"
Legal Description
(continued)

4) South 00° 44' 39" West, 208.01 feet; thence

5) South 89° 15' 21" East, 208.01 feet; thence

6) South 00° 44' 39" West, 376.75 feet to the most Eastern corner of Parcel One also described in said Grant Deed from Napa Airport Corporate Centre, LLC to Napa Airport Corporate Center I, LLC recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County; thence leaving said East line and running along the East line of said Parcel One the following Four (4) courses:

1) South 00° 44' 39" West, 83.56 feet; thence

2) South 17° 13' 14" West, 302.38 feet; thence

3) South 28° 24' 54" East, 124.42 feet; thence

4) South 00° 45' 09" West, 582.09 feet to the Southeast corner of said Parcel One; thence along the South line of said Parcel One, North 89° 18' 46" West, 960.82 feet, more or less, to the Southwest corner of said Parcel One; thence along the Westerly line of said Parcel One North 28° 53' 55" West, 189.29 feet to the Southeast East corner of said strip of land described as Exhibit "B-1"; thence along the East line of said strip of land the following Twelve (12) courses:

1) North 61° 06' 05" East, 70.00 feet; thence

2) North 28° 53' 55" West, 10.00 feet; thence

3) North 61° 06' 05" East, 141.01 feet to the beginning of a curve concave Northwesterly and having a radius of 330.00 feet; thence

4) Northeasterly along said curve, through a central angle of 16° 26' 51" 94.73 feet to the beginning of a compound curve concave Northwesterly and having a radius of 775.00 feet; thence

5) Northeasterly along said curve, through a central angle of 28° 33' 08" 386.21 feet; thence

6) North 43° 52' 07" East, 10.88 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 500.00 feet and a radius point which bears North 76° 44' 37" West; thence

7) Northerly along said curve, through a central angle of 8° 13' 40" 71.80 feet; thence

8) North 5° 01' 43" East, 85.60 feet; thence

9) North 84° 58' 17" West, 5.50 feet; thence

10) North 5° 01' 43" East, 230.00 feet; thence

11) North 84° 58' 17" West, 9.50 feet; thence

12) North 5° 01' 43" East, 43.24 feet to the South line of said strip of land described as Exhibit "A-1"; thence along said South line South 84° 57' 52" East, 0.05 feet to the Southeast corner of said strip of land; thence along the East line of last said strip of land the following Three (3) courses:

EXHIBIT "A"
Legal Description
(continued)

- 1) North 5° 01' 43" East, 136.86 feet to the beginning of a curve concave Westerly and having a radius of 1034.07 feet; thence
- 2) Northerly along said curve, through a central angle of 13° 38' 08" 246.09 feet; thence
- 3) North 8° 36' 25" West, 128.32 feet to the point of beginning.

As shown and created for the purpose of a Lot Line Adjustment pursuant to the California Code Section 66412(d) and the local ordinances, recorded on Grant Deed recorded November 20, 2017 in Instrument No. 2017-0025791, of Official Records

PARCEL TWO:

A non-exclusive easement as granted in the document recorded December 15, 1999 as Series Number 1999-0037947 of Official Records, 20 feet wide for installation, maintenance, repair, replacement and apurtenances for a waterline, the eastern line which is described as follows:

Commencing at a point on the West line of State Highway 29, (Napa-Vallejo Highway) said point being the Northeasterly corner of the Parcel of Land as described in the Deed to Phyllis Farr, Trustee for AEN ONE Associates, et al, recorded July 16, 1998 under series no. 1998-20168, Napa County Records; thence from said point of commencement South 02° 29' 35" East along the Western line of said State Highway 29 for a distance of 500.00 feet.

The above described easement is for ingress and egress from South Kelly Road to the pipeline described in the Draughton Indenture dated November 25, 1927 and recorded in Book 36 of Official Records, Page 192.

PARCEL THREE:

All that portion of Parcel One described in the Grant Deed from Napa Airport Corporate Centre, LLC to Napa Airport Corporate Center I, LLC recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County, California, which lies Westerly of the Westerly line of the strip of land described as Exhibit "B-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, California and said portion being more particularly described as follows:

Commencing at the Northeast corner of Parcel One described in the Grant Deed from Napa Airport Corporate Centre, LLC to Napa Airport Corporate Center I, LLC recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County and running; thence along the North line thereof, South 61° 04' 14" West, 36.35 feet to the Northwest corner of the strip of land described as Exhibit "B-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, said Northwest corner also being the true point of beginning of this Description; thence along the Westerly line of said strip of land the following Fourteen (14) courses:

- 1) South 8° 36' 25" East, 103.11 feet to the beginning of a curve concave to the West and having a radius of 966.00 feet; thence
- 2) Southerly along said curve, through a central angle of 13° 38' 08" 229.89 feet; thence

EXHIBIT "A"
Legal Description
(continued)

- 3) South 5° 01' 43" West, 180.12 feet; thence
- 4) North 84° 58' 17" West, 14.00 feet; thence
- 5) South 5° 01' 43" West, 284.07 feet to the beginning of a curve concave to the West and having a radius of 502.00 feet; thence
- 6) Southerly along said curve, through a central angle of 4° 56' 58" 43.36 feet; thence
- 7) North 80° 01' 14" West, 5.00 feet to the beginning of a non-tangent curve concave to the Northwest, having a radius of 497.00 feet and a radius point which bears North 80° 01' 14" West; thence
- 8) Southwesterly along said curve, through a central angle of 13° 23' 06" 116.10 feet; thence
- 9) South 00° 00' 00" East, 39.67 feet to the beginning of a non-tangent curve concave to the Northwest, having a radius of 302.00 feet and a radius point which bears North 64° 04' 00" West; thence
- 10) Southwesterly along said curve, through a central angle of 28° 17' 04" 149.08 feet; thence
- 11) South 54° 13' 04" West, 104.61 feet to the beginning of a curve concave to the North and having a radius of 48.00 feet; thence
- 12) Westerly along said curve, through a central angle of 40° 49' 36" 34.20 feet; thence
- 13) North 84° 57' 20" West, 35.85 feet and; thence
- 14) South 61° 06' 05" West, 189.31 feet, more or less, to the intersection with the Westerly line of said Parcel One; thence leaving said Westerly line of said strip of land and running along said Westerly line of Parcel One, North 28° 53' 55" West, 862.87 feet, more or less, to the most Westerly corner of said Parcel One; thence along said North line of Parcel One the following Seven (7) courses:
 - 1) North 61° 04' 14" East, 175.02 feet; thence
 - 2) South 70° 33' 47" East, 60.21 feet; thence
 - 3) South 28° 55' 46" East, 40.00 feet; thence
 - 4) North 61° 04' 14" East, 70.00 feet; thence
 - 5) North 28° 55' 46" West, 40.00 feet; thence
 - 6) North 12° 42' 15" East, 60.21 feet; thence
 - 7) North 61° 04' 14" East, 710.65 feet to the true point of beginning of this Description

As shown and created for the purpose of a Lot Line Adjustment pursuant to the California Code Section 66412(d) and the local ordinances, recorded on Grant Deed recorded November 20, 2017 in Instrument No. 2017-0025790, of Official Records

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, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
2. Intentionally deleted
3. Intentionally deleted
4. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
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 liens or other assessments**, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District
7. Rights of the public to any portion of the Land lying within the area commonly known as Kelly Road and Delvin Road.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Arthur H. Draughon
Purpose: Pipeline
Recording Date: July 16, 1928
Recording No.: Book 36, Page 192, of Official Records
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company
Purpose: Utilities
Recording Date: August 2, 1930
Recording No.: Book 51, Page 448, of Official Records
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company
Purpose: Utilities
Recording Date: August 14, 1930
Recording No.: Book 52, Page 343, of Official Records
11. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: August 14, 1930
Recording No.: Book 52, Page 343, of Official Records

EXCEPTIONS
(continued)

12. **Waiver of any claims for damages** to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded January 27, 1949, Book 301, Page 69, of Official Records.
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: William Gonsalves, et al
Purpose: Right of Way
Recording Date: November 13, 1961
Recording No.: Book 640, Page 583, of Official Records
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: American Canyon County Water District
Purpose: Water Line
Recording Date: January 21, 1976
Recording No.: Book 984, Page 291, of Official Records
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: South Napa Waste Management Authority
Purpose: Road, storm drain, utilities and railroad spur
Recording Date: November 19, 1993
Recording No.: Instrument No. 1993-037831, of Official Records
- An agreement to modify the terms and provisions of the said document, as therein provided
- Executed by: Napa Airport Corporate Center I, LLC and Napa-Vallejo Waste Management Authority
- Recording Date: December 12, 2013
Recording No.: 2013-0034019 of Official Records
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Albert R. Saraiva
Purpose: Drainage
Recording Date: April 29, 1998
Recording No.: Instrument No. 1998-011349, of Official Records

EXCEPTIONS
(continued)

17. Matters contained in that certain document

Entitled: GRANT DEED
Dated: November 17, 1998
Executed by: Aen One Associates, a Trust, dated May 29, 1979 and Biagi Wine Estates, LLC, a California Limited Liability Company
Recording Date: November 19, 1998
Recording No.: 1998-034804, of Official Records

Reference is hereby made to said document for full particulars.

A portion of the above was quitclaim by instrument recorded March 6, 2014, Instrument No. 2014-0004265, of Official Records

18. **The effect** of that certain Record of Survey, filed for record in the office of the Napa County Recorder on June 19, 2008, in Book 39, Records of Survey, at page 17, Napa County Records.

19. Matters contained in that certain document

Entitled: INDUSTRIAL EASEMENT AGREEMENT
Dated: August 3, 2010
Executed by: Napa Airport Corporate Centre, LLC, a California limited liability company and the County of Napa, a political subdivision of the State of California
Recording Date: August 4, 2010
Recording No.: Instrument No. 2010-0017497, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: County of Napa, a political subdivision of the State of California
Purpose: Unobstructed passage of aircraft in the airspace and the right to cause noise, vibrations, fumes dust, etc.
Recording Date: August 4, 2010
Recording No.: Instrument No. 2010-0017499, of Official Records

21. Matters contained in that certain document

Entitled: AMENDMENT TO EASEMENT, AMENDMENT TO LICENSE AND CONSTRUCTION AGREEMENT
Dated: March 16, 2011
Executed by: Napa Industrial, LLC, a Delaware limited liability company and Napa Airport Corporate Centre, LLC, a California limited liability company
Recording Date: March 17, 2011
Recording No.: Instrument No. 2011-0006433, of Official Records

Reference is hereby made to said document for full particulars.

First Amendment to Amendment to Easement, Amendment to License and Construction Agreement recorded July 22, 2011, Instrument No. 2011-0016615, Official Records

EXCEPTIONS
(continued)

22. Matters contained in that certain document

Entitled: ACCESS AND USE EASEMENT AGREEMENT (WITH PUBLIC DEDICATION OF DELVIN ROAD IMPROVEMENTS)
Dated: March 16, 2011
Executed by: Napa Industrial, LLC, a Delaware limited liability company and Napa Airport Corporate Centre, LLC, a California limited liability company
Recording Date: March 17, 2011
Recording No.: Instrument No. 2011-0006434, of Official Records

Reference is hereby made to said document for full particulars.

Amendment to Access Easement between Napa Industrial, LLC, a Delaware limited liability company and Napa Airport Corporate Centre I, LLC, a California limited liability company successor in interest to Napa Airport Corporate Centre, LLC, recorded March 6, 2014, Instrument No. 2014-0004267, of Official Records

23. Matters contained in that certain document

Entitled: Mitigation Agreement
Dated: March 16, 2011
Executed by: Napa Industrial, LLC, a Delaware limited liability company and Napa Airport Corporate Centre, LLC, a California limited liability company
Recording Date: March 17, 2011
Recording No.: Instrument No. 2011-0006435, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Underground conduits, pipes, manholes, service boxes, wires, cables and electrical conductors
Recording Date: November 29, 2011
Recording No.: Instrument No. 2011-0028960, of Official Records

25. Matters contained in that certain document

Entitled: IMPROVEMENT AGREEMENT
Executed by: City of American Canyon and Napa Industrial, LLC, a Delaware limited liability company
Recording Date: January 9, 2012
Recording No.: Instrument No. 2012-0000442, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: City of American Canyon, a municipal corporation
Purpose: Public Utilities and maintenance
Recording Date: December 19, 2013
Recording No.: Instrument No. 2013-0034596, of Official Records

EXCEPTIONS
(continued)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of American Canyon, a municipal corporation
Purpose: Drainage and maintenance purposes
Recording Date: December 19, 2013
Recording No.: Instrument No. 2013-0034597, of Official Records
28. (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.
29. 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.
30. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
31. 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.
32. (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.
33. Any lien or right to a lien for services, labor or material not shown by the Public Records.
34. 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

EXCEPTIONS
(continued)

35. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Napa Airport Corporate Center I, LLC, a Delaware limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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

END OF EXCEPTIONS

NOTES

Note 1. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.: 057-090-079-000
Fiscal Year: 2017-2018
1st Installment: \$13,107.68
2nd Installment: \$13,107.68
Land: \$2,316,345.00
Code Area: 005031

Affects: A portion of the Land described herein and other land.

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

Tax ID No.: 057-090-080-000
Fiscal Year: 2017-2018
1st Installment: \$9,467.98
2nd Installment: \$9,467.98
Land: \$1,669,922.00
Code Area: 005031

Affects: A portion of the Land described herein and other land.

Note 3. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company
Grantee: First American Title Company of Napa, a California Corporation
Recording Date: November 20, 2017
Recording No.: 2017-0025788, of Official Records

Grantor: Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company
Grantee: First American Title Company of Napa, a California Corporation
Recording Date: November 20, 2017
Recording No.: 2017-0025789, of Official Records

Note 4. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: First American Title Company of Napa, a corporation
Grantee: Napa Airport Corporate Center I, LLC, a Delaware limited liability company
Recording Date: November 20, 2017
Recording No.: Instrument No. 2017-0025790, of Official Records

Grantor: First American Title Company of Napa, a California Corporation
Grantee: Napa Airport Corporate Center I, LLC, a Delaware limited Liability Company
Recording Date: November 20, 2017
Recording No.: 2017-0025791, of Official Records

NOTES
(continued)

- Note 5.** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:
- Grantor: Napa Airport Corporate Center I, LLC, a Delaware limited liability company
Grantee: Napa-Vallejo Waste Management Authority, a joint powers agency
Recording Date: November 20, 2017
Recording No.: Instrument No. 2017-0025792, of Official Records
- Note 6.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 7.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 8.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 9.** 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 10.** 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
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is 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>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their 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>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

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;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

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 material, document, image, graphic, logo, design, audio, video or any other 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 maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of 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 the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a 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 Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

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

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

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

International Users

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

The California Online Privacy Protection Act

For some FNF websites, 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 via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

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

The information you submit through the website 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 (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. 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, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

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

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

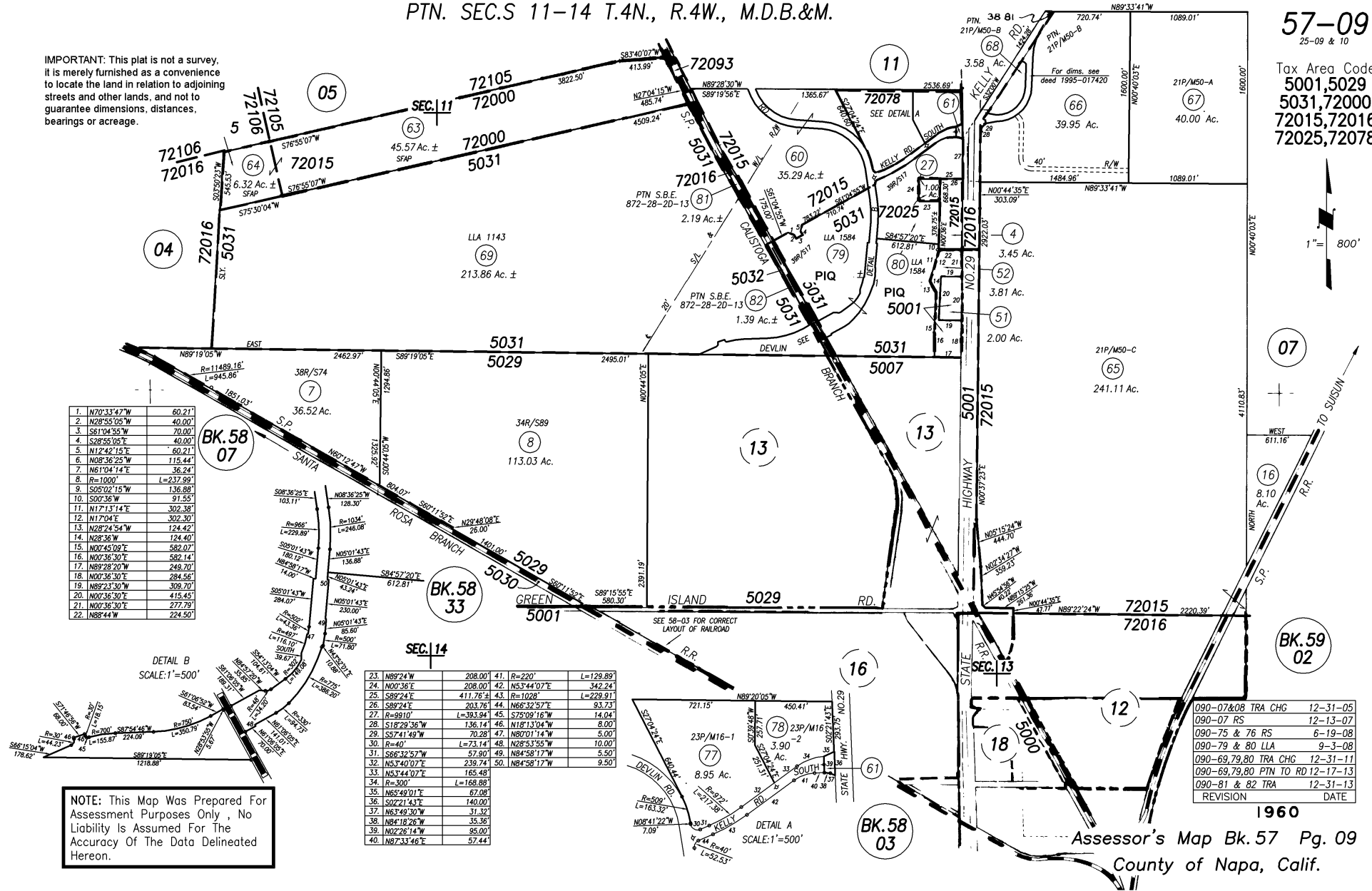
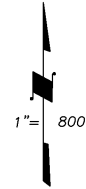
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

PTN. SEC.S 11-14 T.4N., R.4W., M.D.B.&M.

57-09
25-09 & 10

Tax Area Code
5001,5029
5031,72000
72015,72016
72025,72078

IMPORTANT: This plat is not a survey, it is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands, and not to guarantee dimensions, distances, bearings or acreage.



1.	N20°33'47"W	60.21'
2.	N28°55'05"W	40.00'
3.	S61°04'55"W	70.00'
4.	S28°55'05"E	40.00'
5.	N12°42'15"E	60.21'
6.	N08°36'25"W	115.44'
7.	N61°04'14"E	36.24'
8.	R=1000'	L=237.99'
9.	S05°02'15"W	136.88'
10.	S00°36'W	91.55'
11.	N17°13'14"E	302.38'
12.	N17°04'E	302.30'
13.	N28°24'54"W	124.42'
14.	N28°36'W	124.40'
15.	N00°45'09"E	582.07'
16.	N00°36'30"E	582.14'
17.	N89°28'20"W	248.70'
18.	N00°36'30"E	284.56'
19.	N89°23'30"W	309.70'
20.	N00°36'30"E	415.45'
21.	N00°36'30"E	277.79'
22.	N88°44'W	224.50'

23.	N89°24'W	208.00'	41.	R=220'	L=129.89'
24.	N00°36'E	208.00'	42.	N5°44'07"E	342.24'
25.	S89°24'E	411.76'	43.	R=1028'	L=229.81'
26.	S89°24'E	203.76'	44.	N66°32'57"E	93.73'
27.	R=9910'	L=393.94'	45.	S75°09'16"W	14.04'
28.	S18°29'36"W	136.14'	46.	N18°13'04"W	8.00'
29.	S57°41'49"W	70.28'	47.	N80°01'14"W	5.00'
30.	R=40'	L=73.14'	48.	N28°53'55"W	10.00'
31.	S66°32'57"W	57.90'	49.	N84°58'17"W	5.50'
32.	N5°40'07"E	239.74'	50.	N84°58'17"W	9.50'
33.	N5°44'07"E	165.48'			
34.	R=300'	L=169.88'			
35.	N65°49'01"E	67.08'			
36.	S02°21'43"E	140.00'			
37.	N63°49'30"W	31.32'			
38.	N84°18'26"W	35.36'			
39.	N02°26'14"W	95.00'			
40.	N87°33'46"E	57.44'			

NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

090-07&08 TRA CHG	12-31-05
090-07 RS	12-13-07
090-75 & 76 RS	6-19-08
090-79 & 80 LLA	9-3-08
090-69,79,80 TRA CHG	12-31-11
090-69,79,80 PTN TO RD	12-17-13
090-81 & 82 TRA	12-31-13
REVISION	DATE