



PRELIMINARY REPORT

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

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

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

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

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

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

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



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

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
455 Market Street, Suite 2100 • San Francisco, CA 94105
415-788-0871 • FAX 415-896-9423

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

PRELIMINARY REPORT

Amendment E

Title Officer: Jeff Martin
Title No.: FWPN-TO15001051-JM

Escrow Officer: Terina Kung
E-Mail: kungt@ctt.com
Escrow No.: 160350887

TO: Chicago Title Company
455 Market Street, Suite 2100
San Francisco, CA 94105
Attn: Terina Kung

PROPERTY ADDRESS(ES): TJPA Parcel "F" Auction Site, San Francisco, CA

EFFECTIVE DATE: July 27, 2015 at 07:30 AM

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

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

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:

Transbay Joint Powers Authority, a joint powers agency, created under California Government Code Sections 6500 et seq.

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): Lots 015A, 016, 031, 029, 019 & 020, Block 3721

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

PARCEL A:

TRACT A:

PARCEL ONE:

Lot Line Parcel "E"

All that real property situated in the City of County of San Francisco, State of California, being a portion of that Parcel of Land designated as "Parcel 1" and conveyed to the Transbay Joint Authority by Director's Deed (Quitclaim) recorded August 9, 2010, in Official Records of the City and County of San Francisco under Document No. 2010-J017202-00. Together with a portion of that Parcel of Land conveyed to the Transbay Joint Powers Authority by Final Order of Condemnation filed August 11, 2014 in Official Records of the City and County of San Francisco under Document No. 2014-J925707-00, and a portion of that Parcel of Land conveyed to the Transbay Joint Powers Authority by Final Order of Condemnation filed June 2, 2015 in Official Records of the City and County of San Francisco under Document No. 2015-K069897-00, all being situated in 100 Vara Block No. 347 and being more particularly described as follows:

Beginning at a point laying on the Northwesterly line of Howard Street (82.50 feet wide) said point laying distant thereon North 46° 18' 10" East, 325.00 feet from the Northeasterly line of Second Street (82.50 feet wide) at the most Easterly corner of said "Parcel 1"; thence along said Northwesterly line of Howard Street, South 46° 18' 10" West, 30.90 feet, to a point laying on the most Northeasterly edge of a bus ramp, to be constructed, as shown on Sheet No. C-2101 in those certain Plans entitled, "Transbay Transit Center Program, Bus Ramps, San Francisco, CA" (Contract No. 08-04-CMGC-00), prepared by Arup North American Ltd., dated April 21, 2014 and filed in the Office of Transbay Joint Powers Authority, said point laying also at the beginning of a curve concave Northeasterly and from which whose radius point bears North 19° 36' 03" East, 2274.00 feet distant; thence Northwesterly long said edge of Bus Ramp in all of its courses, through a subtended arc of 1° 14' 50" an arc length of 49.50 feet, to the beginning of a non-tangent curve laying on the Northeasterly edge of a bike ramp to be constructed, as shown on Sheet No. A1-7402 in those certain plans entitled, "Transbay Transit Center Program, Transbay Transit Center, San Francisco, CA - Vehicle & Bicycle Ramp, Ground Level Partial Plan (Contract No. 08-04-CMGC-00) prepared by Pelli Clarke Pelli, Architects, and Adamson Associates, Inc., dated August 30, 2012, and filed in the Office of the Transbay Joint Powers Authority, from which the radius point bears South 33° 15' 06" West, 92.33 feet distant; thence continuing along the edge of said Bike Ramp Westerly through a subtended arc of 15° 56' 56", an arc length of 25.70 feet to the edge of said Bus Ramp; thence continuing along said Bus Ramp North 72° 41' 50" West, 16.91 feet, to the beginning of a non-tangent curve from which the radius point bears North 21° 54' 53" East, 2274.00 feet distant; thence continuing Westerly through a subtended arc of 0° 27' 53" an arc distance of 18.44 feet to the Northwesterly line of said Parcel of Land conveyed to the Transbay Joint Powers Authority as described in Document No. 2015-K069897-00, Official Records; thence leaving said edge of Bus Ramp and along said Northwesterly line and the Northwesterly line of said Parcel of Land conveyed to the Transbay Joint Power Authority as described in Document No. 2014-J925707-00, Official Records, North 46° 18' 10" East, 27.60 feet, to the most Northerly corner of last said Parcel; thence along the Northeasterly line of last said Parcel, South 43° 41' 50" East, 15.00 feet, to the most Westerly corner of said "Parcel 1" described in Document No. 2010-J017202-00, Official Records; thence along the Northwesterly line of said "Parcel 1", North 46° 18' 10" East, 50.00 feet, to the most Northerly corner of said "Parcel 1"; thence along the Northeasterly line of said "Parcel 1" South 43° 41' 50" East, 85.00 feet, to the point of beginning.

Assessor's Parcel No.: Portion of Lots 019, 020 and 15A, Block 3721

EXHIBIT "A"
Legal Description
(continued)

All bearings, streets and street lines hereinabove mentioned are in accordance with that certain Map entitled, "Record of Survey No, 6428", filed May 31, 2012 in Official Records of the City and County of San Francisco, under Document No. 2012-J423945-00, in Book EE of Survey Maps, at Pages 19 through 27, inclusive.

PARCEL TWO:

All that parcel of land (State Parcel No. 372) conveyed to the State of California by Instrument recorded September 4, 1937, in Volume 3192, Page 151, Official Records of the City and County of San Francisco and described therein as follows:

COMMENCING at a point on the Southeasterly line of Natoma Street, distant thereon 423 feet Northeasterly from the Northeasterly line of 2nd Street; running thence Northeasterly along said line of Natoma Street, 90 feet; thence at a right angle Southeasterly 50 feet; thence at a right angle Southwesterly 90 feet; and thence at a right angle Northwesterly 50 feet to the point of commencement.

BEING a portion of 100 Vara Block No. 347.

PARCEL THREE:

All that parcel of land (State Parcel No. 502) described in the Instrument recorded September 3, 1937, in Volume 3195, Page 96, Official Records of the City and County of San Francisco and described therein as follows:

COMMENCING at a point on the Southeasterly line of Natoma Street, distant thereon 335 feet Northeasterly from the Northeasterly line of 2nd street; running thence Northeasterly and along said line of Natoma Street, 88 feet; thence at a right angle Southeasterly 70 feet, 2 inches; thence at a right angle Southwesterly 25 feet; thence at a right angle Southeasterly 10 feet; thence at a right angle Southwesterly 11 feet, 6 inches; thence at a right angle Southeasterly 85 feet to a point on the Northwesterly line of Howard street, distant thereon 386 feet, 6 inches Northeasterly from the Northeasterly line of 2nd Street; thence Southwesterly along said line of Howard Street, 61 feet, 6 inches; thence at a right angle Northwesterly 85 feet; thence at a right angle Southwesterly 28 feet; thence at a right angle Northwesterly 2 inches; thence in a direct line, Northwesterly 88 feet, 6-3/4 inches to the point of commencement.

BEING part of 100 Vara Block No. 347.

Assessor's Parcel No. : Portion of Lot 015A, Block 3721

TRACT B:

BEGINNING at a point on the Northwesterly line of Howard Street, distant thereon 386 feet and 6 inches Northeasterly from the Northeasterly line of 2nd Street; running thence Northeasterly along said line of Howard Street 36 feet and 6 inches; thence at a right angle Northwesterly 95 feet, more or less, to a point perpendicularly distant 70 feet and 2 inches Southeasterly from the Southeasterly line of Natoma Street; thence Southwesterly parallel with said Southeasterly line of Natoma Street 25 feet; thence at a right angle Southeasterly 10 feet; thence at a right angle Southwesterly 11 feet and 6 inches; thence at a right angle Southeasterly 85 feet, more or less, to the point of beginning.

BEING a portion of 100 Vara Block No. 347.

Assessor's Parcel No. : Lot 016, Block 3721

EXHIBIT "A"
Legal Description
(continued)

TRACT C:

Lot Line PARCEL "B"

ALL OF THAT PARCEL OF LAND DESIGNATED AS "NATOMA ST. LAND" AND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED APRIL 10, 2009 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2009-I745633-00, TOGETHER WITH A PORTION OF THAT PARCEL OF LAND DESIGNATED AS "PARCEL THREE" AND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED DECEMBER 16, 2008 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2008-I694632-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE SOUTHEASTERLY LINE OF NATOMA STREET (35.00 FEET WIDE), SAID POINT LAYING DISTANT THEREON NORTH 46°18'10" EAST 335.00 FEET FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE) AT THE MOST NORTHERLY CORNER OF SAID "NATOMA ST. LAND"; THENCE ALONG THE EASTERLY LINE OF SAID "NATOMA ST. LAND" SOUTH 18°17'23" EAST 88.57 FEET TO AN ANGLE POINT; THENCE SOUTH 43°41'50" EAST 0.17 FEET TO THE MOST EASTERLY CORNER OF SAID "NATOMA ST. LAND"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID "NATOMA ST. LAND" SOUTH 46°18'10" WEST 22.00 FEET TO AN ANGLE POINT; THENCE NORTH 43°41'50" WEST 15.00 FEET TO AN ANGLE POINT; THENCE SOUTH 46°18'10" WEST 27.60 FEET TO A POINT LAYING ON THE MOST NORTHEASTERLY EDGE OF A BUS RAMP, TO BE CONSTRUCTED, SAID POINT LAYING ALSO AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND FROM WHICH WHOSE RADIUS POINT BEARS NORTH 22°22'46" EAST 2274.00 FEET DISTANT; THENCE ALONG SAID EDGE OF BUSE RAMP, IN ALL OF ITS CORSES, NORTHWESTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 0°43'14" AN ARC LENGTH OF 28.60 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, THROUGH A SUBTENDED ARC OF 16°33'18" AN ARC LENGTH OF 40.45 FEET, TO SAID SOUTHEASTERLY LINE OF NATOMA STREET; THENCE LEAVING THE NORTHEASTERLY LINE OF SAID BUS RAMP AND ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET, NORTH 46°18'10" EAST 109.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 3721.

Assessor's Parcel No. : Lot 031 and portion of Lot 029, Block 3721

PARCEL B:

Lot Line PARCEL "A"

BEING A PORTION OF THAT PARCEL OF LAND DESIGNATED AS "PARCEL THREE" AND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY GRANT DEED RECORDED DECEMBER 16, 2008 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2008-I694632-00, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE SOUTHEASTERLY LINE OF NATOMA STREET (35.00 FEET WIDE), SAID POINT LAYING DISTANT THEREON NORTH 46°18'10" EAST 215.00 FEET FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE) AT THE MOST WESTERLY CORNER OF SAID "PARCEL THREE"; THENCE ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET, NORTH

EXHIBIT "A"
Legal Description
(continued)

46°18'10" EAST 10.59 FEET, TO A POINT LAYING ON THE MOST NORTHEASTERLY EDGE OF A BUS RAMP, TO BE CONSTRUCTED, SAID POINT LAYING ALSO AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND FROM WHICH WHOSE RADIUS POINT BEARS NORTH 39°39'18" EAST 140.00 FEET DISTANT; THENCE ALONG SAID EDGE OF BUS RAMP, IN ALL OF ITS COURSES, SOUTHEASTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 16°33'18" AN ARC LENGTH OF 40.45 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,274.00 FEET, THROUGH A SUBTENDED ARC OF 0°43'14" AN ARC LENGTH OF 28.60 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID "PARCEL THREE"; THENCE LEAVING SAID EDGE OF BUS RAMP AND RUNNING ALONG SAID SOUTHEASTERLY LINE OF "PARCEL THREE", SOUTH 46°18'10" WEST 32.40 FEET, TO THE MOST SOUTHERLY CORNER OF SAID "PARCEL THREE"; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID "PARCEL THREE" NORTH 43°41'50" WEST 65.17 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 3721.

Assessor's Parcel No. : Portion of Lot 029, Block 3721

PARCEL C:

Lot Line PARCEL "D"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND DESIGNATED AS "PARCEL 1" AND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY DIRECTOR'S DEED (QUITCLAIM) RECORDED AUGUST 9, 2010 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017202-00, TOGETHER WITH A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY FINAL ORDER OF CONDEMNATION FILED AUGUST 11, 2014 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2014-J925707-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE), SAID POINT LAYING DISTANT THEREON NORTH 46°18'10" EAST 250.00 FEET FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE) AT THE MOST SOUTHERLY CORNER OF SAID PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY AS DESCRIBED IN DOCUMENT NO. 2014-J925707-00, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET, NORTH 46°18'10" EAST 44.10 FEET, TO A POINT LAYING ON THE MOST NORTHEASTERLY EDGE OF A BUS RAMP, TO BE CONSTRUCTED, SAID POINT LAYING ALSO AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND FROM WHICH WHOSE RADIUS POINT BEARS NORTH 19°36'03" EAST 2274.00 FEET DISTANT; THENCE NORTHWESTERLY ALONG SAID EDGE OF BUS RAMP, IN ALL OF ITS COURSES, THROUGH A SUBTENDED ARC OF 1°14'50" AN ARC LENGTH OF 49.50 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE LAYING ON THE NORTHEASTERLY EDGE OF A BIKE RAMP, TO BE CONSTRUCTED, FROM WHICH THE RADIUS POINT BEARS SOUTH 33°15'06" WEST 92.33 FEET DISTANT; THENCE CONTINUING ALONG THE EDGE OF SAID BIKE RAMP WESTERLY THROUGH A SUBTENDED ARC OF 15°56'56", AN ARC LENGTH OF 25.70 FEET TO THE EDGE OF SAID BUS RAMP; THENCE CONTINUING ALONG SAID BUS RAMP NORTH 72°41'50" WEST 16.91 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 21°54'53" EAST 2274.00 FEET DISTANT; THENCE CONTINUING NORTHWESTERLY THROUGH A SUBTENDED ARC OF 0°18'13" AN ARC DISTANCE OF 12.05 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY AS DESCRIBED IN

EXHIBIT "A"
Legal Description
(continued)

DOCUMENT NO. 2014-J925707-00, OFFICIAL RECORDS; THENCE LEAVING SAID NORTHEASTERLY EDGE OF BUS RAMP AND ALONG SAID SOUTHWESTERLY LINE, SOUTH 43°41'50" EAST 94.16 FEET, TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 3721.

Assessor's Parcel No. : Portion of Lot 019 and Portion of Lot 15A, Block 3721

PARCEL D:

Lot Line PARCEL "C"

ALL OF THAT CERTAIN REAL PROPERTY BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY FINAL ORDER OF CONDEMNATION FILED JUNE 2, 2015 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2015-K069897-00, ALL BEING SITUATED IN 100 VARA BLOCK NO. 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE), SAID POINT LAYING DISTANT THEREON NORTH 46°18'10" EAST 175.00 FEET FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE) AT THE MOST SOUTHERLY CORNER OF SAID PARCEL OF LAND CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY AS DESCRIBED IN DOCUMENT NO. 2015-K069897-00, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET, NORTH 46°18'10" EAST 75.00 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, NORTH 43°41'50" WEST 94.16 FEET TO A POINT LAYING ON THE MOST NORTHEASTERLY EDGE OF A BUS RAMP, TO BE CONSTRUCTED, SAID POINT LAYING ALSO AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND FROM WHICH WHOSE RADIUS POINT BEARS NORTH 22°13'06" EAST 2274.00 FEET DISATANT; THENCE ALONG SAID EDGE OF BUS RAMP, IN ALL OF ITS COURSES, NORTHWESTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 00°09'40" AN ARC LENGTH OF 6.39 FEET, TO A POINT LAYING ON THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE LEAVING THE NORTHEASTERLY EDGE OF SAID BUS RAMP AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL SOUTH 46°18'10" WEST 72.40 FEET, TO THE MOST WESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, SOUTH 43°41'50" EAST 100.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ASSESSOR'S BLOCK 3721.

Assessor's Parcel No. : Portion of Lot 020, Block 3721

PARCEL E:

"McENERNEY GAPS"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF 100 VARA BLOCK 347 AND BEING A PORTION OF THOSE LANDS CONVEYED TO THE TRANSBAY JOINT POWERS AUTHORITY BY DIRECTOR'S DEED (QUITCLAIM) RECORDED AUGUST 9, 2010 IN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017202-00, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description
(continued)

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE), DISTANT THEREON 325.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE); RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF HOWARD STREET 0.45 FEET TO A POINT DISTANT THEREON 500.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF FIRST STREET (82.50 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF FIRST STREET 85.00 FEET, MORE OR LESS, TO A POINT PERPENDICULARLY DISTANT 80.17 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF NATOMA STREET (35.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF NATOMA STREET 0.45 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF FIRST STREET 85.00 FEET TO THE POINT OF BEGINNING.

PORTION OF ASSESSOR'S BLOCK 3721, SITUATED WITHIN 100 VARA BLOCK 347.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF NATOMA STREET (35.00 FEET WIDE), DISTANT THEREON 399.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE); RUNNING THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF NATOMA STREET 0.45 FEET TO A POINT DISTANT THEREON 426.00 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF FIRST STREET (82.50 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHEASTERLY AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF FIRST STREET 80.00 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF NATOMA STREET 0.45 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF FIRST STREET 80.00 FEET TO THE SOUTHEASTERLY LINE OF NATOMA STREET AND THE POINT OF BEGINNING.

PORTION ASSESSOR'S BLOCK 3721, SITUATED WITHIN 100 VARA BLOCK 347.

PARCEL THREE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF 100 VARA BLOCK 347 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING ON THE SOUTHEASTERLY LINE OF NATOMA STREET (35.00 FEET WIDE), DISTANT THEREON 195.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET (82.50 FEET WIDE); THENCE AT RIGHT ANGLE SOUTHEASTERLY 65.17 FEET, MORE OR LESS, TO A POINT PERPENDICULARLY DISTANT 100.00 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF HOWARD STREET (82.50 FEET WIDE) AND THE TRUE POINT OF BEGINNING OF THE PARCEL HEREBY DESCRIBED; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF HOWARD STREET 59.00 FEET TO A POINT PERPENDICULARLY DISTANT 254.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SECOND STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND PARALLEL WITH SAID NORTHEASTERLY LINE OF SECOND STREET 0.17 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF HOWARD STREET 59.00 FEET; THENCE AT RIGHT ANGLE SOUTHEASTERLY AND PARALLEL WITH SAID NORTHEASTERLY LINE OF SECOND STREET 0.17 FEET

EXHIBIT "A"
Legal Description
(continued)

TO THE TRUE POINT OF BEGINNING.

PORTION OF ASSESSOR'S BLOCK 3721, SITUATED WITHIN 100 VARA BLOCK 347.

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

UNLESS OTHERWISE INDICATED THE FOLLOING MATTERS AFFECT LOT LINE PARCELS A, B, C, D, E AND F:

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 2015-2016.
2. There were no taxes levied for the fiscal year 2014-2015 as the property was vested in or in possession of a public entity.
3. The herein described property lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No: 90 1
For: School Facility Repair and Maintenance

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

Further information may be obtained by contacting:

Chief Financial Officer
San Francisco Unified School District
135 Van Ness Ave. - Room 300
San Francisco, CA 94102
Phone (415) 241-6542

ITEM 4 AFFECTS ALL OF PARCEL A, TRACTS A & B AND A PORTION OF LOT LINE PARCEL B:

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

CFD No: 2014-1
For: Transbay Transit Center Transit District
Disclosed by: Notice of Special Tax Lien
Recording Date: January 22, 2015
Recording No.: 2015-K010238-00 of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of San Francisco, County of San Francisco.

The tax may not be prepaid.

EXCEPTIONS
(continued)

5. Pending assessment for the District shown below:

District: Greater Rincon Hill Community Benefit District
Disclosed by: Proposed Boundary Map
Recording Date: June 16, 2015
Recording No: 2015-K076280-00, of Official Records

When the Notice of Assessment is recorded in the public records, the assessment shall become a lien on said Land.

6. 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.
7. 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.
8. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment
Agency: Transbay Project Area
Recorded: August 4, 2006, Instrument No. 2006-I224836, of Official Records

"Declaration of Restrictions" thereunder, recorded August 4, 2006, Instrument No. 2006-I224839, Official Records.

"Statement of Eminent Domain Limitations" thereunder, recorded December 31, 2007, Instrument No. 2007-I512986, Official Records.

9. Matters as shown on that certain Map/Plat

Entitled: Record of Survey No. 6428
Recording Date: May 31, 2012
Recording No.: EE of Survey Maps, Pages 19-27, inclusive

Reference is hereby made to said document for full particulars.

THE FOLLOWING ITEM 10 AFFECTS A PORTION OF PARCEL A, TRACT A, PARCEL THREE AND A PORTION OF LOT LINE PARCELS A & B:

EXCEPTIONS
(continued)

10. A pending court action as disclosed by a recorded notice:

Plaintiff: Transbay Joint Powers Authority, a joint powers agency, created under California
Government Code Sections 6500 et seq.
Defendant: All Persons
County: San Francisco
Court: Superior Court
Case No.: CGC-15-547371
Nature of Action: McEnerney Act, so called
Recording Date: August 14, 2015
Recording No.: 2015-K109924-00 of Official Records

THE FOLLOWING ITEMS 11 & 12 AFFECT PARCEL A, TRACT A, PARCELS TWO AND THREE:

11. Agreement for: OVERLAPPING IMPROVEMENTS
Dated: OCTOBER 3, 1927
Executed By
and between: BOTHIN REAL ESTATE COMPANY and WATERHOUSE-
LESTER SCOVEL CO.

Upon the terms, provisions, covenants and conditions contained therein,

Recorded: OCTOBER 13, 1927, BOOK 1547, PAGE 229, OFFICIAL
RECORD

Affects: Portion of the property herein described.

12. Agreement for: OVERLAPPING IMPROVEMENTS
Dated: SEPTEMBER 30, 1927
Executed By
and between: FRED A. QUIMBY AND ROSE K. QUIMBY, HIS WIFE and
WATERHOUSE-LESTER SCOVEL CO.

Upon the terms, provisions, covenants and conditions contained therein,

Recorded: OCTOBER 13, 1927, BOOK 1547, PAGE 231, OFFICIAL RECORDS

THE FOLLOWING ITEM 13 AFFECTS PARCEL A, TRACT A, PARCEL TWO:

EXCEPTIONS
(continued)

13. Easement, upon the terms, covenants and conditions thereof, for the purposes stated herein and incidental purposes created in that certain instrument

Recorded: SEPTEMBER 4, 1937, BOOK 3192, PAGE 151, OFFICIAL RECORDS
Reserved by: L. & E. EMANUEL, INCORPORATED, A CORPORATION
Purpose: INGRESS AND EGRESS, ACCESS, TRANSMISSION AND ENJOYMENT OF LIGHT AND AIR
Affects: Portion of the property herein described.

Matters contained in that certain document thereunder

Entitled: Declaration of Restrictions and Reservation of Easements
Dated: April 2, 2007
Executed by: Jeffrey Hemming and Wendy Hemming
Recording Date: April 16, 2007
Recording No.: 2007-I369409-00, Reel J370, Image 0520 of Official Records

Reference is hereby made to said document for full particulars.

No representation is made as to the ownership of said easement(s).

THE FOLLOWING ITEM 14 AFFECTS ALL OF PARCEL A, TRACT A AND A PORTION OF LOT LINE PARCEL B:

14. Matters contained in that certain document

Entitled: Reservation of Easements for Transbay Subsurface Facilities and Transbay Venting Facilities
Dated: January 22, 2015
Executed by: Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq.
Recording Date: January 22, 2015
Recording No.: 2015-K010431-00, of Official Records

Reference is hereby made to said document for full particulars.

THE FOLLOWING ITEMS 15 & 16 AFFECT ALL OF PARCEL A, TRACTS A & B, AND A PORTION OF LOT LINE PARCEL B:

EXCEPTIONS
(continued)

15. A Deed of Trust, Assignment of Leases and Rents, and Security Agreement, to secure an indebtedness in the amount shown below,

Amount: \$171,000,000.00
Dated: January 22, 2015
Trustor/Grantor Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq.
Trustee: Chicago Title Insurance Company
Beneficiary: Goldman Sachs Bank USA, as Collateral Agent
Recording Date: January 22, 2015
Recording No.: 2015-K010439-00, of Official Records

16. An Option to Purchase as disclosed by the following instrument and upon the terms and conditions contained therein

Entitled: Subordination of Option Agreement for Purchase and Sale of Property
Dated: January 22, 2015
Executed by: Transbay Joint Powers Authority, a joint powers agency created under California Government Code Section 6500 et seq. and Goldman Sachs Bank USA, as Collateral Agent
Recording Date: January 22, 2015
Recording No: 2015-K010440-00

Said instrument provides for the subordination of said option to the deed of trust insured in Schedule A herein.

Reference is hereby made to said document for full particulars.

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

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

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

18. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

19. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Transbay Joint Powers Authority, a joint powers agency, created under California Government Code Sections 6500 et seq.

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

END OF EXCEPTIONS

NOTES

Note 1. ***IMPORTANT RECORDING NOTE***

Please send all original documents for Chicago Title San Francisco County for recordings to the following office:

Pasion Recording Service
1390 Market Street #303
San Francisco, CA. 94102
Attn: Recording Desk/Sean Murphy
Phone: (415) 528-5768
Fax: (415) 552-2373

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions and settlement statements, to the Title Only Department at the issuing office.

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

Code Area: 1016
Tax Identification No.: Lot 015A, Block 3721
Fiscal Year: 2014-2015
1st Installment: \$0.00 NO TAXES DUE
2nd Installment: \$0.00 NO TAXES DUE
Bill No.: 125989

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

Code Area: 1016
Tax Identification No.: Lot 031, Block 3721
Fiscal Year: 2014-2015
1st Installment: \$0.00 NO TAXES DUE
2nd Installment: \$0.00 NO TAXES DUE
Bill No.: 125997

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

Code Area: 1016
Tax Identification No.: Lot 016, Block 3721
Fiscal Year: 2015-2016
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Bill No.: 125990

Affects: A portion of the Land described herein.

NOTES
(continued)

Note 5. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 1016
Tax Identification No.: Lot 029, Block 3721
Fiscal Year: 2014-2015
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Bill No.: 125996

Affects: A portion of the Land described herein.

Note 6. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 1016
Tax Identification No.: Lot 019, Block 3721
Fiscal Year: 2014-2015
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Bill No.: 125991

Affects: A portion of the Land described herein.

Note 7. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 1016
Tax Identification No.: Lot 020, Block 3721
Fiscal Year: 2014-2015
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Bill No.: 125992

Affects: A portion of the Land described herein.

Note 8. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 9. 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 10. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

NOTES
(continued)

Note 11. Effective December 17, 2010, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)
\$5,000,000 or More but Less than \$10,000,000 at \$10.00 for each \$500 (\$20.00 per thousand)
\$10,000,000.00 or More at \$12.50 for each \$500 or portion thereof (\$25.00 per thousand)

NOTE: These rates are for documents recorded on or after December 17, 2010, regardless of when the instrument was executed.

Note 12. 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 13. 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 14. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FWPN-TO15001051-

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

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;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

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

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

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

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal 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.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from 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 may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

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

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EFFECTIVE AS OF: MAY 1, 2015

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

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

EXCLUSIONS

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

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

**ATTACHMENT ONE
(CONTINUED)**

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)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

- in streets, alleys, or waterways that touch your land

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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:

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

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

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

Notice 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

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

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

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.

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 any dimensions, distances, bearings, or acreage.

lot 90 into lots 109 to 118 for 2002 roll
 lots 10 & 11 & 35 & 88 into lot 119 for 2002 roll
 lots 69 & 70 & 78 & 79 & 80 & 81 into lot 120 for 2002 roll
 lots 27A & 28 into lots 108 for 2002 roll

lots 72 to 75 into lot 89 for 1998 roll
 lots 68 & 83 into lot 122 for 2009 roll
 lot 45A & 46 & 53 & 54 into lots 123 & 124 for 2010 roll

Lots 7, 8, 9, 39, 45, 55, 66 merged into Lot 6, "43"
 merged into Lot 155, "52"
 Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 merged into Lot 155, "52"
 Lots 81, 82, 83, 84 merged into Lot 155, "52"

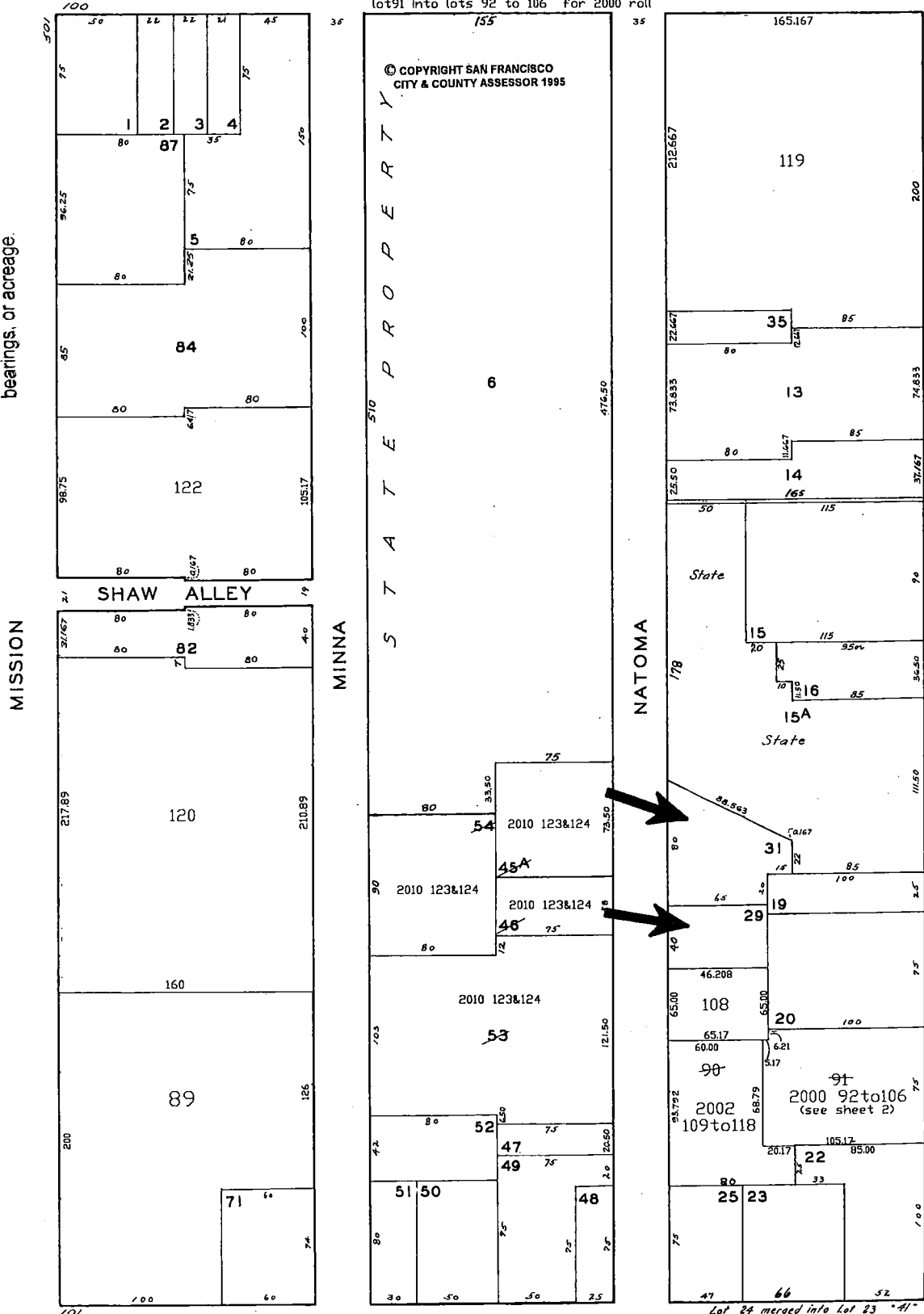
LOTS MERGED

lots 72 to 75 into lot 89 for 1998 roll
 lots 68 & 83 into lot 122 for 2009 roll
 lot 45A & 46 & 53 & 54 into lots 123 & 124 for 2010 roll

SHEET
3721

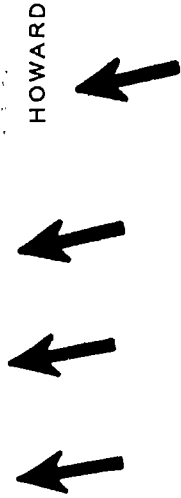
100 VARA BLK. 347

lot 21 into lots 90/91 for 1999 roll
 lot 91 into lots 92 to 106 for 2000 roll



REVISED '6.
 Revised '65
 Revised '66
 Revised '67
 Revised '68
 Revised '69
 Revised '70

LOT	COND.	UNIT	Z.
109			
110			
111			
112			
113			
114			
115			
116			
117			
118			



2ND