



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

LAR REALTY
2474 DALY STREET
LOS ANGELES, CA 90031
ATTN: LUIS LU RUIZ

TITLE OFFICER: STEVE POSS/ JULIE SCHAAL
E-MAIL: TITLEUNIT10@PROVIDENTTITLE.COM
ORDER NO.: 10536855

YOUR REFERENCE NO: 2338 OCEAN PARK

PROPERTY ADDRESS: 2338 OCEAN PARK BOULEVARD, SANTA MONICA, CALIFORNIA 90405

PRELIMINARY REPORT

DATED AS OF DECEMBER 03, 2025 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A WESTCOR LAND TITLE INSURANCE COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

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

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

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

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

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

ATTORNEYS' FEES AND COSTS: IN THE EVENT THAT ANY PARTY, INCLUDING YOU, INSTITUTES OR DEFENDS ANY ARBITRATION OR LITIGATION AT LAW, INCLUDING CONTRACT OR TORT, OR ACTIONS IN EQUITY ARISING OUT OF A POLICY OF TITLE INSURANCE THAT MAY BE ISSUED IN CONNECTION WITH THIS PRELIMINARY TITLE REPORT, THE PREVAILING PARTY SHALL, IN ADDITION TO SUCH OTHER RELIEF AS MAY BE AWARDED, BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES, COSTS, CHARGES AND EXPENSES OF SUCH ARBITRATION OR LITIGATION.

STEVE POSS/ JULIE SCHAAL
TITLE OFFICER

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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (1990)
AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2021)

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:
WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

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

A FEE

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

SAEED FARZAM AND GOHARSHAD FARZAM, HUSBAND AND WIFE AS COMMUNITY PROPERTY

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

LOTS 7 AND 8 OF TRACT NO. 8542, IN THE CITY OF SANTA MONICA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 104 PAGES 27 TO 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 4272-027-007 AND 008

SCHEDULE B

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

- A. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2025-2026.
 - 1ST INSTALLMENT: \$5,339.91, OPEN, AMOUNT GOOD THROUGH DECEMBER 10, 2025
 - 2ND INSTALLMENT: \$5,339.89, OPEN, AMOUNT GOOD THROUGH APRIL 10, 2026
 - CODE NO.: 08604
 - TAX PARCEL NO.: 4272-022-008

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2025.

- B. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2025-2026.
 - 1ST INSTALLMENT: \$4,940.93, OPEN, AMOUNT GOOD THROUGH DECEMBER 10, 2025
 - 2ND INSTALLMENT: \$4,940.93, OPEN, AMOUNT GOOD THROUGH APRIL 10, 2026
 - CODE NO.: 08604
 - TAX PARCEL NO.: 4272-022-007

THE ABOVE TAXES ARE A LIEN NOT YET DUE UNTIL NOVEMBER 1, 2025.

- C. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

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

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

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

- 1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- 2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED [MAP](#) REFERRED TO IN THE LEGAL DESCRIPTION.

3. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION AND RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS" AS SET FORTH IN THE DOCUMENT RECORDED: IN [BOOK 16595 PAGE 245](#), OFFICIAL RECORDS

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

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

4. **OUR EXAMINATION OF RECORD TITLE TO THE HEREIN DESCRIBED LAND DOES NOT DISCLOSE ANY EXISTING LOANS. WE THEREFORE REQUEST A COPY OF THE OWNERS DISCLOSURE STATEMENT WITH REFERENCE TO EXISTING ENCUMBRANCES TO RECONFIRM OUR FINDINGS.**
5. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED AGREEMENT, CONTRACT OR LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

SPECIAL NOTE: THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THE AMOUNT, IF ANY SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY BY THE PARTIES.

SPECIAL NOTE: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

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

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

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

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

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

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

PARTIES: ALL PARTIES

Note No. 3: THE REQUIREMENT THAT NAMED AS VESTEE(S) EXECUTE THE ENCLOSED **AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST** IN THE PRESENCE OF A NOTARY PUBLIC KNOWN TO PROVIDENT TITLE COMPANY AND RETURN SAME TO THIS OFFICE PRIOR TO ISSUANCE OF ANY POLICY OF TITLE INSURANCE BY THIS COMPANY.

THIS AFFIDAVIT, WHEN COMPLETED, IS TO BE SIGNED AND NOTARIZED BEFORE RETURNING. BE SURE TO COMPLETE ALL THE REQUESTED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

_____ EACH FOR HIMSELF AND/OR HERSELF, DECLARE: THAT TO MY/OUR PERSONAL KNOWLEDGE THERE ARE NO ENCUMBRANCES IN THE FORM OF A MORTGAGE OR DEED OF TRUST AGAINST THE PROPERTY IN THIS TRANSACTION.

THAT THIS DECLARATION IS MADE FOR THE PROTECTION OF ALL PARTIES TO THIS TRANSACTION AND PARTICULARLY FOR THE BENEFIT OF **PROVIDENT TITLE COMPANY**, WHICH IS ABOUT TO CAUSE TO BE INSURED THE TITLE TO SAID PROPERTY IN RELIANCE THEREON, AND ANY OTHER TITLE COMPANY WHICH MAY HEREAFTER INSURE THE TITLE TO SAID PROPERTY;

THAT I/WE WILL TESTIFY, DECLARE, DEPOSE, OR CERTIFY BEFORE ANY COMPETENT TRIBUNAL, OFFICER, OR PERSON, IN ANY CASE NOW PENDING OR WHICH MAY HEREAFTER BE INSTITUTED, TO THE TRUTH OF THE PARTICULAR FACTS HEREINABOVE SET FORTH.

SELLER(S)/OWNER(S) SIGNATURE:

PROPERTY ADDRESS:

DATE: _____

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

State of California)
) SS.
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
_____ by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____



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

LENDERS SUPPLEMENTAL REPORT

ATTENTION:

YOUR NO.

OUR NO. 10536855

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

1. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.
2. THERE IS LOCATED ON SAID LAND COMMERCIAL BUILDING KNOWN AS 2338 OCEAN PARK BOULEVARD, SANTA MONICA, CALIFORNIA 90405
3. THERE ARE NO CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY- FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

EXHIBIT "A"

LOTS 7 AND 8 OF TRACT NO. 8542, IN THE CITY OF SANTA MONICA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 104 PAGES 27 TO 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 4272-027-007 AND 008



4272	22 SHEET 1	P. A. 755-207	TRA 8604	REVISED 741211 810120003	810928405 8311050302001-07 9403281202001-07	9410252003001-07 9502081000001-07 201212080205001-07	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
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**PROVIDENT TITLE COMPANY
GLBA PRIVACY NOTICE**

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

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

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

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

Provident may collect personal information about you from:

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

Provident may use your personal information for the following purposes:

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

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

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

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

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

Disclosure of Personal Information to Non-Affiliated Third Parties

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

Link to Privacy Notice

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

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

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

Personal and Sensitive Personal Information Provident Collects

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

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

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

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

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

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

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

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

Use of Personal and Sensitive Personal Information

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

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

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

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

Disclosure of Personal Information to Non-Affiliated Third Parties

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

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Your Rights Under CPRA

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

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

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

Phone: Toll Free at (800) 794-8094

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

Email: info@providenttitle.com

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

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

Changes to This CCPA & CPRA Notice

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

Link to Privacy Notice

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

Contact Information

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

Phone: Toll Free at (800) 794-8094

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

Email: info@providenttitle.com



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

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

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

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

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

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

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