801 N. Brand Blvd., Suite 420
Glendale, CA 91203
Phone: (800) 240-9939

Dated as of May 21, 2026 at 8:00 A.M.

Vista Sotheby's International Realty
2501 N Sepulveda Blvd 2ND FL
Manhattan Beach, CA 90266

Your No.: 3825 PV Dr N / Kelly TR
Property Address: 3825 Palos Verdes Drive N
Palos Verdes Estates, CA 90274

Attention: DAVE SEYFERTH

Order No.: 4220126-01020
Title Officer: Dan Bruno
Email: titleunit@upwardtitle.com

"PRELIMINARY REPORT"

In response to the above referenced application for a policy of title insurance, **Upward 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 below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed exceptions and exclusions from the coverage of said policy or policies are set forth in Exhibit B attached. 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 set forth in the policy. Copies of the policy forms should be read. They are available from the office that issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit 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 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 form of policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's Policy of Title Insurance, if applicable, or

CLTA/ALTA Standard Owner's Policy; and/or

ALTA Loan Policy, if applicable, or CLTA Standard Loan Policy

A specific request should be made if another form or additional coverage is desired.

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

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

Sheryl K. Kelly Trustee of The Sheryl Kelly Trust, dated August 5, 2003

The land referred to in this report is situated in the County of Los Angeles, State of California and is described as follows:

See Exhibit "A" attached hereto

EXHIBIT "A"

All that certain real property situated in the City of Palos Verdes Estates, County of Los Angeles, State of California, and is described as follows:

Lot 11 in Block 6213 of Tract 6887 in the City of Palos Verdes Estates, County of Los Angeles, State of California, shown on Map filed in Book 96, Page 28-32 of Maps, in the Office of the County Recorder of said County.

APN: 7537-006-010

- End of Legal Description -

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in said policy form designated on the face page of this report would be as follows:

1. General and special taxes and/or assessments for the fiscal year 2026-2027, a lien, but not yet due or payable.

2. General and special taxes for the fiscal year 2025-2026.

Total:	$19,084.70	
First Installment:	$9,542.36	Paid
Penalty:	$954.23	
Second Installment:	$9,542.34	Paid
Penalty:	$964.23	

Assessed Valuation:	
Land Value:	$974,724.00
Improvements:	$560,498.00
Exemption:	$7,000.00

Code Area:	07110
APN:	7537-006-010

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.

   Please note that there may be a supplemental or an escaped assessment of taxes which will possibly be assessed due to the conveyance of said land or may be triggered due to the death of a prior owner. The Company makes no representations and is not responsible for identifying the amount or time period in which said taxes will be assessed against the subject property.

4. Water rights, claims or title to water, whether or not shown by the public records.

5. Any easements, recitals, setbacks, notations and other matters affecting said land for the purposes stated thereon, and incidental purposes therein, as shown on the recorded map referenced in the legal description

6. Covenants, Conditions, Restrictions, Provisions, Rights, Easements, Liens and Assessments, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income or ancestry unless, and only to the extent, they're (a) exempt under Title 42, Section 3607 of the United States Code, or (b) relate to handicap, but does not discriminate against handicapped persons, as provided in an instrument recorded in Book 2360, Page(s) 231, of Official Records, and amendments thereto.

   The following information is provided to you in compliance with Senate Bill NO. 1148 and Assembly Bill No. 887 enacted by the California Legislature in September 1999 and October 2011 respectively. The legislation requires the following disclosure to our clients receiving copies of recorded documents:

   If these documents contain any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Said instrument provides that a violation thereof shall not defeat, or render invalid, the lien of any mortgage or deed of trust made in good faith and for value.

Modification to the above covenants, conditions and restrictions:

Recorded: in Book 2940, Page(s) 27, of Official Records

Modification to the above covenants, conditions and restrictions:

Recorded: in Book 4019, Page(s) 274, of Official Records

Modification to the above covenants, conditions and restrictions:

Recorded: in Book 3443, Page(s) 146, of Official Records

Modification to the above covenants, conditions and restrictions:

Recorded: in Book 5583, Page(s) 28, of Official Records

Modification to the above covenants, conditions and restrictions:

Recorded: July 12, 1989 as Instrument No. 1989-1111208 of Official Records

Modification to the above covenants, conditions and restrictions:

Recorded: April 27, 1992 as Instrument No. 1992-747799 of Official Records

7. An easement for purposes stated and incidental rights.

   For: Pope lines
   Recorded: April 06, 1948 as Instrument No. 1948-3261 in Book 26865, Page(s) 27, of Official Records
   Affects: Said land

8. An easement for purposes stated and incidental rights.

   For: Public utilities
   Recorded: February 21, 1969 as Instrument No. 1969-2620 of Official Records
   Affects: Said land

9. An easement for purposes stated and incidental rights.

   For: Public utilities
   Recorded: in Book 35691, Page(s) 259, of Official Records
   Affects: The Northeasterly 3 feet of said land

10. A Deed of Trust to secure an original indebtedness and any other amounts or obligations secured thereby

    Amount: $550,000.00
    Dated: August 29, 2016
    Trustor: Sheryl L. Kelly, Trustee of The Sheryll Kelly Trust, dated August 5, 2003
    Trustee: Unionbancal Mortgage Corporation
    Beneficiary: MUFG Union Bank, N. A.
    Recorded: September 07, 2016 as Instrument No. 20161069676 of Official Records

11. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Vestee(s).

    Please forward the Statement of Information to this office as soon as possible, but no later than 10 working days prior to closing.

12. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS Survey and/or inspection of said land.

REQUIREMENTS:

1. Prior to closing this company will require the following:

   With respect to the trust(s) referred to herein:

   (A) A certification in a form satisfactory to the company.

   (B) Copies of those excerpts from the original trust documents and amendments thereto, which designate the trustee and confer upon the trustee the power to act in the pending transaction.

   (C) Other requirements which the company may impose following its review of the material required herein and other information which the company may require.

2. The requirement that the owners property statement be executed and upon review further requirements may be requested prior to the issuance of any policy of insurance.

3. The name search necessary to ascertain the existence of matters referred to in Item No. 11 has not been completed. In order to complete this Preliminary Report or Commitment, we will require a statement of information.

   Important: please forward the statement of information to us as soon as possible, but no later than 10 working days before closing. This will help to avoid any last-minute delays with your closing and recording.

4. The company may require a copy of a valid government issued photo ID from the Principle(s) involved in this transaction subject to further requirements of this company.

5. This transaction may require an Attestation, signed by both the seller and buyer, pursuant to requirements set forth in California Assembly Bill 851.

- End of Schedule B -

Statement of Information

Upward Title Company maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your title and escrow services. **PLEASE BE SURE YOU HAVE FILLED THIS FORM OUT COMPLETELY; INCLUDING SIGNATURES AND DATE. NOT PROVIDING REQUESTED INFORMATION MAY CAUSE A DELAY IN THE CLOSE OF YOUR TRANSACTION. - THANK YOU -**

ESCROW NO._____ TITLE ORDER: 4220126-01020

NAME_____ SOC.SEC. NUMBER_____
FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER_____

DATE OF BIRTH_____ BIRTHPLACE_____ HOME PHONE_____

YOUR BUSINESS PHONE_____ YOUR CELL PHONE_____ YOUR FAX_____

YOUR E-MAIL_____ SPOUSE/DOMESTIC PARTNER E-MAIL_____

LIVED IN USA SINCE_____ LIVED IN CALIFORNIA SINCE_____

(CIRCLE ONE) NAME OF SPOUSE/ DOMESTIC PARTNER_____ SOC. SEC. NUMBER_____
FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER_____

DATE OF BIRTH_____ BIRTHPLACE_____ PREVIOUS NAME_____

SPOUSE/DOMESTIC PARTNER BUSINESS PHONE_____ CELL PHONE_____ FAX_____

LIVED IN USA SINCE_____ LIVED IN CALIFORNIA SINCE_____

IF MARRIED, OR IN A DOMESTIC PARTNERSHIP, DATE: _____ AT_____
CITY AND STATE

PREVIOUS MARRIAGE(S) OR DOMESTIC PARTNERSHIP(S) (if no previous marriage or domestic partnership, write "NONE"):

(CIRCLE ONE) NAME OF FORMER SPOUSE/DOMESTIC PARTNER_____ DECEASED DIVORCED DATE_____ WHERE_____

(CIRCLE ONE) NAME OF FORMER SPOUSE/DOMESTIC PARTNER_____ DECEASED DIVORCED DATE_____ WHERE_____

(ATTACH ADDITIONAL PAGE, IF NECESSARY)

CHILDREN:

NAME _____ DATE OF BIRTH _____ NAME _____ DATE OF BIRTH _____

NAME _____ DATE OF BIRTH _____ NAME _____ DATE OF BIRTH _____

(ATTACH ADDITIONAL PAGE, IF NECESSARY)

INFORMATION COVERING PAST 10 YEARS.

Residence:

NUMBER AND STREET	CITY	ZIP CODE	FROM	TO
NUMBER AND STREET	CITY	ZIP CODE	FROM	TO
NUMBER AND STREET	CITY	ZIP CODE	FROM	TO

Your Employment:

FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO

Spouse/Domestic Partner Employment:

FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO

HAVE YOU OR YOUR SPOUSE/DOMESTIC PARTNER OWNED OR OPERATED A BUSINESS?

☐ YES ☐ NO IF SO, PLEASE LIST NAMES_____

I HAVE NEVER BEEN ADJUDGED BANKRUPT, NOR ARE THERE ANY UNSATISFIED JUDGMENTS OR OTHER MATTERS PENDING AGAINST ME WHICH MIGHT AFFECT MY TITLE TO THIS PROPERTY EXCEPT AS FOLLOWS:

_____

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS: 3825 Palos Verdes Drive N

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Date:_____ X_____
(SIGNATURE)

Date:_____ X_____
(SPOUSE/DOMESTIC PARTNER SIGNATURE)

Owners Property Statement

In connection with the property located at: 3825 Palos Verdes Drive N, Palos Verdes Estates, CA 90274

Instructions: Please initial after reading each statement below. If one does not apply, leave it blank and provide further explanation at the bottom of this form.

THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED PROPERTY MAKE(S) THE FOLLOWING STATEMENTS AND REPRESENTATIONS TO THE TITLE COMPANY AND ITS UNDERWRITER:

[___] 1. Owner warrants and represents that they are the owner of the above described Property and that they have no pending proceedings in State or Federal Court which resulted in or may result in judgments against Owner or liens against the Property.

[___] 2. Owner represents that, in the last twelve (12) months, they have not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related service for remodeling, renovation, repair or construction of any improvements located on the Property.

[___] 3. Owner represents that they know of no claims, encroachments, rights, interests, easements, rights of way, liens, agreements, notices, options, contracts, Homeowners Association ("HOA") violations, HOA charges, fees assessed, or liens, or other matters affecting the Property, whether verbal, written, unrecorded, or appearing in the public records.

[___] 4. Owner represents that they are currently not leasing, permitting or granting to any other person or entity, verbally, in writing or otherwise, any right to use, possess, occupy or live in the Property or any part thereof for any purpose, and no other person has or claims any present right to use or possess the Property, including rights of first refusal, or contracts to sell the Property.

[____] 5. Owner represents that there are currently no new or existing loans or obligations for energy efficiency improvements affecting the Property. Such improvements include, but not limited to, those made with the State of California's HERO ("Home Energy Renovation Opportunity") or PACE ("Property Assessed Clean Energy") program.

Owner understands that Title Company and Underwriter will rely on the statements, declarations, representations and warranties herein to close the transaction and to issue a title insurance policy or policies. Owner has completed the Property Statement to the best of Owner's ability and understanding. Owner agrees to indemnify and hold Title Company and/or Underwriter harmless from and against any loss or damage either or both may sustain, including, but not limited to, reasonable attorney's fees and court costs should any of the statements, declarations, representations and warranties herein be incorrect.

EXCEPTIONS: [___] I initialed all of the above statements and there are no exceptions to the best of my knowledge.
[___] The only exceptions to the above statements are:

_____
_____
_____
_____

Date: _____

_____ (SIGNATURE)

_____ (SIGNATURE)

CERTIFICATION OF TRUST
PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

The undersigned hereby declare(s) the following to be true and correct:

1. The _____is currently in existence
   Name of Trust
   and was created on _____.
2. The trustor(s)/settlor(s) (person(s) who created the Trust) are as follows

   _____
3. The currently acting trustee(s) of the trust is (are):

   _____
4. The trustees of the trust have the following powers (initial applicable line(s):

   _____ Power to acquire additional property. _____ Power to sell, convey and exchange.

   _____ Power to borrow money and encumber the trust property with a deed of trust or mortgage.

   _____ Other:_____
5. The trust is (check one) _____revocable _____irrevocable.

   If revocable, the trust may be revoked by _____
6. The trust (check one) _____does _____does not have multiple trustees. If the trust has multiple trustees, the signatures of all the trustees or of any _____of the trustees is required to exercise the powers of the trust.
7. The trust identification number is as follows: _____
   (Social Security number/Employee Identification number)
8. Title to trust assets shall be taken in the following fashion:

_____

The undersigned trustee(s) hereby declare(s) that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. This certification is being signed by all of the currently acting trustees and is being executed in conformity with the provisions of California Probate Code Section 18100.5, Chapter 530, Statutes of 1993, which provides that this Declaration may be relied upon without further inquiry into the authority of the undersigned to act under the Trust Agreement. The undersigned declare under penalty of perjury under laws of the State of California that the foregoing is true and correct and that this Declaration was executed on _____, 20____.

Dated:

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.

_____
Trustee

_____
Trustee

STATE OF CALIFORNIA
COUNTY OF_____}SS.
On_____before me_____Notary Public, personally appeared
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Signature of Notary

Commission Expiration Date: _____

Attachment to Deed

ESCROW INSTRUCTIONS/ATTESTATION UNDER AB 851

Property Address: 3825 Palos Verdes Drive N Zip Code: 90274

Escrow No: _____

This Attestation is made in connection with the sale and transfer of the above-referenced property. It is intended to comply with California Assembly Bill 851 (Cal. Civ. Code § 2079.26 *et* seq.), and to authorize Escrow Holder to include this attestation with the closing and recording documents for properties located within ZIP codes covered by AB 851.

1. **Attestation of Compliance with AB 851**

Buyer and Seller hereby jointly attest, as required by AB 851, that to the best of their knowledge the purchase contract for the Property was not entered into as a result of an unsolicited offer prohibited under AB 851.

2. **Attachment to Deed/Escrow Instructions**

The Parties direct Escrow Holder to include this signed Attestation as an attachment to the deed or other conveyance documents, and to submit it to the County Recorder or other applicable recording authority as a condition to record the transfer of title.

3. **Authorization to Escrow Holder**

Buyer and Seller authorize Escrow Holder to take any reasonably necessary actions to comply with AB 851, including but not limited to attaching this Attestation, delivering it to recording authorities, and supporting the recording of the deed consistent with law.

4. **Release of Liability**

Buyer and Seller agree to indemnify, defend and hold Escrow Holder harmless from any liability, claims, or demands arising from or related to Escrow Holder's compliance with this Attestation and related recording obligations, provided Escrow Holder acts in good faith.

5. **Survival & Advice**

This Attestation and release shall survive the close of escrow. Buyer and Seller acknowledge that Escrow Holder does not provide legal or financial advice, and they are advised to seek independent counsel regarding the effect of AB 851 and this Attestation.

Buyer and Seller acknowledge that this transaction was not initiated by an unsolicited offer in violation of AB 851. This attestation shall be recorded with the deed and shall serve as evidence of compliance.

Buyer/s _____ Buyer/s _____ Date _____

Seller/s _____ Seller/s _____ Date _____

NOTES:

We deposit funds received on your behalf in state or federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The account is currently held at COMERICA BANK.

FDIC deposit insurance coverage applies to a maximum amount of $250,000 per depositor for deposits held in the same legal ownership category at each bank. For example, funds held on your behalf in an account maintained by us will be combined with any individual accounts held directly by you at the same bank. You are responsible for monitoring the total amount of deposits that are owned directly or indirectly by you in any one bank.

If you have questions about FDIC Deposit Insurance, contact your financial or legal advisors or go to http://www.fdic.gov/deposit/deposits/index.html. We do not guarantee the solvency of any bank into which funds are deposited and we assume no liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the $250,000 FDIC deposit insurance limit.

Unless otherwise agreed in writing, each of the principals agrees, understands and acknowledges that: the escrow account is non-interest-bearing; no financial or other benefits will be earned by or provided to any of the principals with respect to such funds' and Upward Title Company and its affiliates may instead receive direct and indirect financial and other benefits from the depository with respect to such funds these benefits shall be treated as additional compensation to Upward Title Company for its services as an escrow holder in this transaction.

Note: If applicable, and unless otherwise directed in writing, Upward Title Company issues the **ALTA Home Owner's Policy** on residential property sale transactions.

Note: This company requires current beneficiary demands prior to closing. No payoffs will be made using "verbal" figures

Note: Effective January 1, 1990, Assembly Bill 512, enacted as Chapter 598, will add section 12413.1 to the California Insurance Code dealing with the "good funds" issue. Funds deposited by:

- Cash and by electronic transfer (wired funds) will be available for same day disbursements.
- Cashier's checks, certified checks and teller's checks will be available for next day disbursements.
- All other types of checks will not be available for disbursement until the day provided in Regulation CC adopted by the Federal Reserve Board of Governors.
- A draft will not be available for disbursement until the draft has been submitted for collection and payment received by our bank.

Please note: This company will make disbursements only in the same manner as which funds are received. Should this company be requested to make any disbursements by electronic transfer (wired funds), this company will require funds to be deposited to our account by electronic transfer.

Upward Title Company

801 N. Brand Blvd., Suite 420
Glendale, CA 91203
PHONE: (800) 240-9939
Fax: ( ) -

Your No.:
Our No.: 4220126-01020
Date: May 21, 2026 at 8:00 A.M.

Dan Bruno, Title Officer

LENDERS SUPPLEMENTAL REPORT

The above numbered 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:

This report is preparatory to the issuance of an ALTA loan policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 attached.

When issued, the CLTA endorsement form 116 will reference a **Single Family Residence**

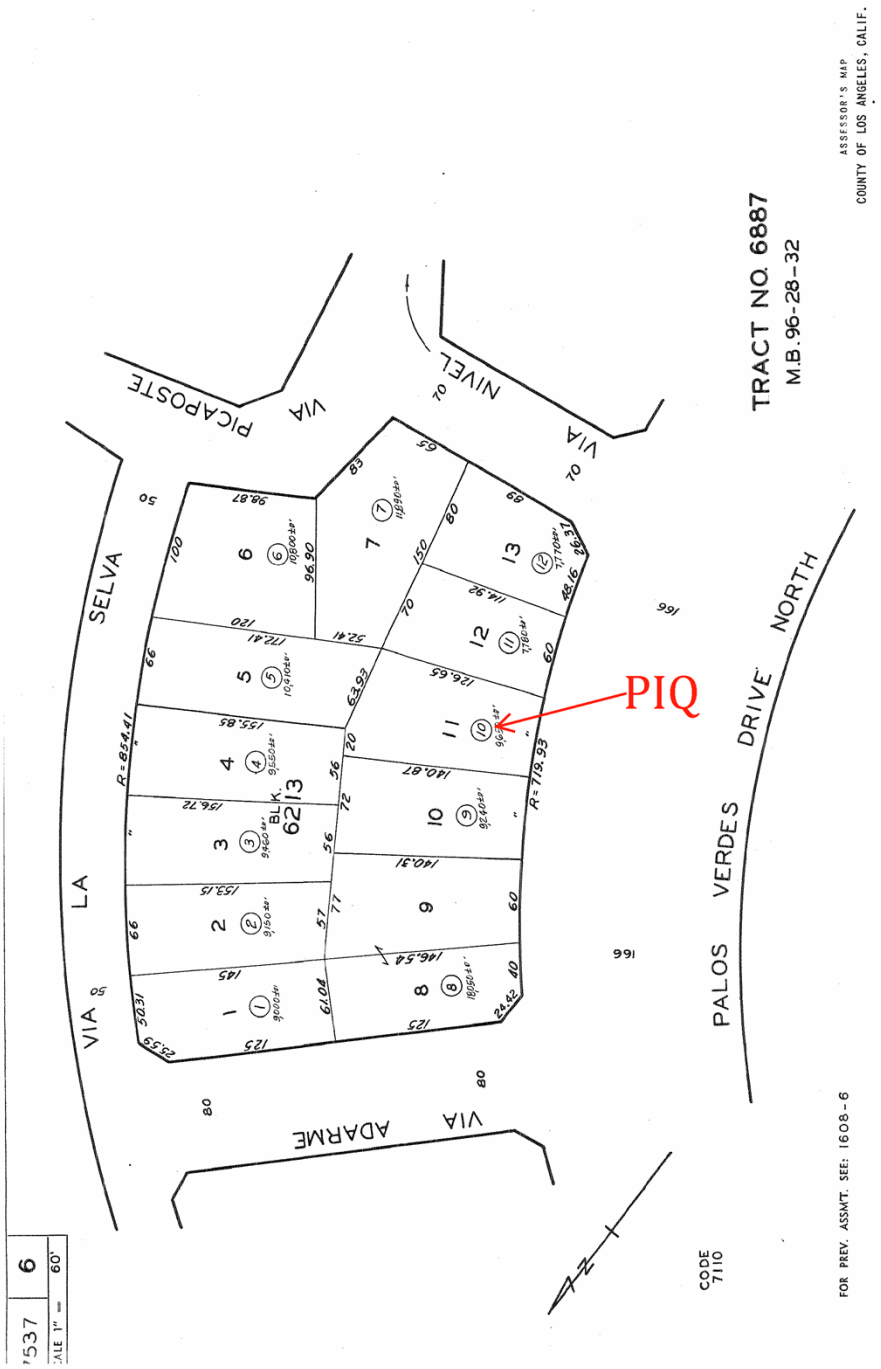
Known as

3825 Palos Verdes Drive N, in the City of Palos Verdes Estates, County of Los Angeles, State of California

According to the public records, there have been no deeds conveying the land described herein within a period of twenty-four (24) months prior to the date of this report, except as follows:

NONE

Branch :UPW User :RAYT **Order : 4220126-01020**



THIS MAP IS FOR YOUR AID IN LOCATING YOUR LAND IN REFERENCE TO STREETS AND OTHER PARCELS. WHILE THIS MAP IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

Upward Title - SoCal
Privacy Statement

Rev 5-10-2023

FACTS	**WHAT DOES UPWARD TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security number and account balances ■ payment history and credit card or other debt ■ checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Upward Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Upward Title Company share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to http://www.anywhere.re/privacypolicy

Upward Title - SoCal
Privacy Statement

Rev. 5-10-2023

Who we are	
Who is providing this notice?	Upward Title Company
What we do	
How does Upward Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Upward Title Company collect my personal information?	We collect your personal information, for example, when you ■ Apply for insurance or pay insurance premiums ■ Provide your mortgage information or show your driver's license ■ Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, Anywhere Advisors LLC, Cartus, Anywhere Leads Inc. and Anywhere Integrated Services LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *Upward Title Company does not share with nonaffiliates so they can market to you*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Upward Title Company does not share with nonaffiliated financial companies for joint marketing purposes*
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at http://www.anywhere.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at http://www.anywhere.re/privacypolicy

Upward Title Company

Available Discounts

Upward Title Company is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts could apply to:

- Property located within an area proclaimed a state or federal disaster area
- Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale
- Property being refinanced

Please talk with your title officer to determine your qualification for any of these discounts.

Exhibit B (Revised 11-04-22)
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

CALIFORNIA LAND TITLE ASSOCATION
STANDARD COVERAGE POLICY – 2022 (02-04-22)
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)]

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)
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:

PART I

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.

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:

1. 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 5,000.00

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

2. 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 5,000.00

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

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

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:
NOTE: The 2006 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 below 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) app