

100 West Broadway, Suite 730, Glendale, CA 91210 Main: 877-848-5388

## AMENDED PRELIMINARY REPORT (Revision Updated)

Portfolio Escrow 11990 San Vicente Blvd., Ste 340 Los Angeles, CA 90049

Attn: Melinda Topete

Our Order Number: CBT-25000781

Your Reference:

When Replying Please Contact: California Best Title Company, Inc. 100 West Broadway, Suite 730

Glendale, CA 91210 License #: 6267-9 Attn: Gary Mountain

Todays Date: May 22, 2025

Property Address: 835 18th Street and 1800 John Street, Manhattan Beach, CA 90266

In response to the application for a Policy of Title Insurance, California Best Title Company, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein and/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 and Limitations on Covered Risks of said Policy or Policies of Title Insurance 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 also set forth in Exhibit B. 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 herein 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 Policy or Policies of Title Insurance 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 or Policies of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy or Policies of Title Insurance, a Binder or Commitment should be requested.

Effective Date: May 7, 2025, at 07:30 AM.

Gary Mountain Title Officer

Email: tu32@calbesttitle.com

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

ALTA Loan Policy of Title Insurance (07-01-2021) with coverage amount \$1.00, ALTA Homeowner's Policy of Title Insurance (07-01-2021) with coverage amount \$6,995,000.00, Underwritten by: **DOMA Title Insurance Inc.** 

Preliminary Report Created: 05/22/2025 CBT-25000781

## **SCHEDULE A**

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

Fee Simple.

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

Maria G. Vazquez Calhoun (also known as Maria G. Vazquez Calhoun), as Successor Trustee of The Louis R. Vazquez Family Trust-Survivor's Trust executed on March 23, 1970, restated in its entirety on August 23, 2012 and amended on August 21, 2017

The land hereinafter referred to is situated in the City of Manhattan Beach, County of Los Angeles, State of CA, and is described as follows:

Lot 7 and 8 of Block 2 of Tract 2714, in the City of Manhattan Beach, County of Los Angeles, State of California, as per Map recorded in Book 27, Page 85, of Maps in the Office of the Los Angeles County Recorder, State of California.

Created: 05/22/2025

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

APN: 4171-019-006 APN: 4171-019-005

## **EXHIBIT A**

## Legal Description

The land hereinafter referred to is situated in the City of Manhattan Beach, County of Los Angeles, State of CA, and is described as follows:

Lot 7 and 8 of Block 2 of Tract 2714, in the City of Manhattan Beach, County of Los Angeles, State of California, as per Map recorded in Book 27, Page 85, of Maps in the Office of the Los Angeles County Recorder, State of California.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

APN: 4171-019-006 APN: 4171-019-005

#### SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained in said policy form would be as follows:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2025-2026 which are a lien not yet payable.
- 2. Property taxes for the fiscal year shown below are paid. For proration purposes the amounts are:

Fiscal year: 2024-2025
1st Installment: \$1,199.24
2nd Installment: \$1,199.23
Exemption: \$7,000.00
Land: \$83,138.00
Improvements: \$73,041.00
Total Value: \$149,179.00
Code Area: 06174

Assessment No: 4171-019-006

Said matter affects: Lot 8

3. Property taxes for the fiscal year shown below are paid. For proration purposes the amounts are:

Fiscal year: 2024-2025
1st Installment: \$588.28
2nd Installment: \$588.27
Exemption: \$0.00
Land: \$77,848.00
Improvements: \$0.00
Total Value: \$77,848.00
Code Area: 06174

Assessment No: 4171-019-005

Said matter affects: Lot 7

- 4. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- 5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- 6. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 7. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$375,000.00 Dated: March 10, 2020

Trustor: Thelma J. Vazquez and Maria G. Vasquez Calhoun, as Co-Trustees of the Louis R. Vasquez Family Trust-Survivors Trust, executed on March 23, 1970, restated in its entirety on August 23, 2012 and amended on

August 21, 2017

Trustee: John D. Duncan, Esq.

Beneficiary: Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for United Wholesale Mortgage

Recorded: March 18, 2020 as Instrument Number 20200318825 of Official Records.

MIN#: 100032412201212245

a. Said matter affects: Lot 8

8. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$750,000.00 Dated: April 8, 2020

Trustor: Thelma J. Vazquez and Maria G. Vazquez Calhoun, as Co-Trustees of the Louis R. Vazquez Family Trust-Survivor's Trust executed on March 23, 1970, restated in its entirety on August 23, 2012 and amended on

August 21, 2017

Trustee: Stewart Title of California

Beneficiary: Thelma J. Vazquez and Maria G. Vazquez Calhoun, as Co-Trustees of the Louis R. Vazquez Family

Trust-Credit Trust

Recorded: July 6, 2020 as Instrument Number 20200736735 of Official Records.

- a. This Company will require a Trust Certification pursuant to California Probate Code Section 18100.5 from the Trustee of the Trust shown above as beneficiary of said deed of trust if an act of said Trustee is to be insured or if said deed of trust is to be reconveyed. The company reserves the right to add additional items or make further requirements after the receipt of the Trust Certification.
- b. To avoid delays at the time of closing, please submit the original note, deed of trust and request for reconveyance to this office, at least 1 week prior to the close of escrow.
- c. Said matter affects: Lot 8
- 9. Matters Which May Be Disclosed By Inspection or Survey or Both Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company, or by inquiry of the parties in possession thereof.
- 10. An inspection of said land has been ordered; upon its completion we will advise you of our findings.
- 11. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trustee certificate pursuant to Section 18100.5 of the California Probate Code for the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
  - Name of Trust: The Louis R. Vazquez Family Trust Survivor's Trust executed on March 23, 1970, restated in its entirety on August 23, 2012 and amended on August 21, 2017.
- 12. This transaction may be subject to the current FinCENGeographic Targeting Order affecting sale transactions. This issuing agent may be required by federal law to collect certain additional information from the proposed insureds regarding this purchase of real property. United States Code Title 31 Section 5326 authorizes the U.S. Department of Treasury to collect information about certain transactions in specified geographic areas in order to carry out the purposed or prevent evasions of the Bank Secrecy Act.
- 13. 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 matter 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: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file).

14. ID may be required if we have no way to verify the Seller or Borrowers Signature

Documents must be notarized by a Notary personally known to escrow or approved by California Best Title

Hard Money Loans. Require 2 forms of ID

#### **END OF SCHEDULE B**



Lender 1

Attn:

Borrower: no name

## **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 policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American Land Title Association loan policy of title insurance with endorsement No. 100 attached thereto.
- B. The improvements on said land are designated as:
  - Single Family (Residential) 835 18th Street and 1800 John Street, in the City of Manhattan Beach, County of Los Angeles, State of California.
- C. Pursuant to information provided to California Best Title Company, Inc. as of the date hereinabove, the proposed insured loan amount is \$1.00 with the proposed insured lender being Lender 1.
- D. The only conveyance(s) affecting said land recorded with 24 months of the date of this report are as follows: NONE

Lenders Supplemental Report Created: 05/22/2025 CBT-25000781



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#### **Notes and Requirements Section**

Note 1: On July 1, 1985, Assembly Bill 3132 became effective. Assembly Bill 3132 adds and repeals portions of Sections 480.3 and 480.4 of the Revenue and Taxation Code of the State of California.

The act requires the County Assessor and/or Recorder to make available a statutorily prescribed form entitled "Preliminary Change of Ownership Report". Said report must be completed by the buyer and filed concurrently with the recordation of the documents evidencing the change of ownership. Failure to present the Change of Ownership Report at the time of recordation will cause the County Recorder to charge an additional \$20.00 penalty recording fee. The fee cannot be charged if the transfer document is accompanied by the affidavit stating that the buyer/transferee is not a resident of the State of California. This report is for official use only and is not open to public inspection.

For further information, contact the Change of Ownership Section in the Assessor's Office located in the County of said property or the County Recorder's Office located in the County of said property.

Note 2: Attached are Privacy Policy Notices in compliance with the Gramm-Leach-Bliley Act (GLBA) effective July 1, 2001. Please review said Notices regarding personal information.

Note 3: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. This company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Note 4: Part of the RESPA Rule to simply and improve the process of obtaining mortgages and reduce consumer settlement costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

California Best Title Company, Inc. retains 90% of the total premium and endorsements.

DOMA Title Insurance Inc. retains 10% of the total premium and endorsements.

Notes and Requirements Created: 05/22/2025 CBT-25000781



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#### **Notice Regarding Your Deposit of Funds**

California Insurance Code Sections 12413 et. Seq. Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company, Inc. by wire transfer, they should be wired to the following bank/account:

### Wiring Instructions for this Office

Wire To: PCB Bank

3701 Wilshire Blvd. Ste. 100 Los Angeles, CA 90010 Attn: Wire Department

ABA/Routing No.: 122043602

Bank Account: 01435122

Account Name: California Best Title Company, Inc.

Reference Order No.: CBT-25000781

Property Address: 835 18th Street and 1800 John Street

Manhattan Beach, CA 90266

Attention: Gary Mountain

## **EXHIBIT B (07-01-21)**

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

# 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.
- A. 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 - SCHEDULE B, PART I**

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:

- 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.

Exhibit B Created: 05/22/2025 CBT-25000781

#### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE **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.
- 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.
- 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.
- Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
- 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:

Your Deductible Amount Our Maximum Dollar Limit of Liability Covered Risk 16: 1% of Policy Amount shown in Schedule A or \$2,500 (whichever is less) \$10,000 Covered Risk 18: 1% of Policy Amount shown in Schedule A or \$5,000 (whichever is less) \$25,000 Covered Risk 19: 1% of Policy Amount shown in Schedule A or \$5,000 (whichever is less) \$25,000 Covered Risk 21: 1% of Policy Amount shown in Schedule A or \$2,500 (whichever is less)

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

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

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

#### LIMITATIONS ON COVERED RISKS

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

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

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

Your Deductible Amount Our Maximum Dollar Limit of Liability Covered Risk 16: 1% of Policy Amount shown in Schedule A or \$2,500 (whichever is less) \$10,000 Covered Risk 18: 1% of Policy Amount shown in Schedule A or \$5,000 (whichever is less) \$25,000 Covered Risk 19: 1% of Policy Amount shown in Schedule A or \$5,000 (whichever is less) \$25,000 Covered Risk 21: 1% of Policy Amount shown in Schedule A or \$2,500 (whichever is less) \$5,000

#### 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.

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#### **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.
- 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.

#### 2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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

  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the
- deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

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

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

#### ALTA LOAN 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.
- 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.

#### 2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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- 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 create subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is: (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

#### ALTA EXPANDED COVERAGE RESIDENTIAL 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.b. does not modify or limit the coverage provided under Covered Risk 5, 6, 12.c., 12.d., 13, or 15.
- Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 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 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, and 27); 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.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
- 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. Exclusion 5 does not modify or limit the coverage provided in Covered Risk 25.
- 6. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the Title. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 10.
- The failure of the residential structure, or any portion of it, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 7 does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 8. 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 26.b.
- 9. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 10. Negligence by a person or an Entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
- 11. 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 11 does not modify or limit the coverage provided under Covered Risk 10.b. or 24.
- 12. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13) EXCLUSIONS FROM COVERAGE

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

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

## **EXHIBIT B (Continued)**

- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

  9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

  10. Contamination, explosion, fire, flooding, vibration, fracturing, explosion, or subsidence.

- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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## **Privacy Policy Notice**

We are committed to safeguarding customer information.

When we request information from you or about you, it is for our own legitimate business purposes and not for the benefit of any unaffiliated party.

We use personal consumer information only for legitimate business purposes in a manner consistent with title insurance and escrow practices in compliance with applicable laws and regulations.

We will obey the laws governing the collection, use, and dissemination of personal data; and

We will endeavor to educate our employees on the responsible collection and use of personal information.

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act ("GLBA") generally requires a financial institution (which term includes title insurers, underwritten title companies and those providing real estate settlement services) to disclose to all its customers the privacy policies and practices with respect to information sharing of consumer nonpublic personal information with both affiliates and non-affiliated third parties. In compliance with GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of California Best Title. This disclosure does not apply to business, commercial or agricultural transactions.

We may collect nonpublic personal information about you from the following sources:

- 1. Information we receive from you, such as on applications or other forms.
- 2. Information about your transactions we secure from our files, or from our affiliates or others.
- 3. Information we receive from a consumer-reporting agency.
- 4. Information we receive from others involved in your transaction, such as the real estate agent, lender, surveyor or appraiser.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law. This includes, but is not limited to, financial service providers (e.g., banks, consumer finance lenders, securities and insurance companies, etc.), non-financial companies (e.g., settlement or fulfillment service providers, or title plant operated by a third-party vendor).

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.



## **The Doma Family of Companies**

FACTS	What does the Doma fa	What does the Doma familiy of companies do with your personal information?				
Why?	right to limit some, but no	ancial companies choose how they share your personal information. Federal law gives consumers the t to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and tect your personal information. Please read this notice carefully to understand what we do.				
What?	us. This information can i	<ul> <li>types of personal information we collect and share depend on the product or service you have with</li> <li>This information can include:</li> <li>Social Security number, date of birth and income</li> <li>Transaction history and payment history</li> </ul>				
How?	the section below, we	nancial companies need to share customers' personal information to run their everyday business. In section below, we list the reasons financial companies can share their customers' personal mation, the reasons the Doma Family of Companies chooses to share, and whether you can limit this ing.				
Reasons we can share your personal information				Can you limit this sharing?		
Such as to	yday business purposes process your transactions, i and legal investigations, or r	maintain your account(s), respo	ond to	No		
	keting purposes products and services to you		Yes	No		
For joint ma	rketing with other financial o	companies	No	We don't share		
	ates' everyday business purp about your transactions and		Yes	No		
For our affiliates' everyday business purposes Information about your creditworthiness		No	We don't share			
For our affiliates to market to you			Yes	No		
For nonaffiliates to market to you		No	We don't share			
Questions?	Call 1 (855) 306-0	0237				
To limit o	• Visit us o	i-929-7437—our menu will pron nline: www.doma.com	npt you through your cho	ice(s) or		

	<ul> <li>Call 1-866-929-7437—our menu will prompt you through your choice(s) or</li> <li>Visit us online: www.doma.com</li> </ul>			
To limit our sharing	Please note:			
	If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.			
	However, you can contact us at any time to limit our sharing.			
Questions?	Call 1 (866) 929-7437 or go to <u>www.doma.com</u>			

Page 2				
Who we are				
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance			
	and settlement services.			
What we do				
How does Doma protect my personal	To protect your personal information from unauthorized access and use, we use			
information?	security measures that comply with federal law. These measures include			
	computer safeguards and secure files and buildings.			
How does Doma collect my personal	We collect your personal information, for example, when you			
information?	Apply for insurance;			
	Apply for financing;			
	Give us your contact information			
	Provide your mortgage information			
	Show your government-issued ID			
	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			
	<ul> <li>Sharing for affiliates' everyday business purposes – information about</li> </ul>			
	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.			
What happens when I limit sharing	Your choices will apply to everyone on your account – unless you tell us			
for an account I hold jointly with	otherwise.			
someone else?				
Definitions				
Affiliates	Companies related by common ownership or control. They can be financial and			
	nonfinancial companies.			
	Our affiliates are the entities comprising the Doma Family of Companies			
	(listed below) and include companies with a Doma name; financial			
	companies such as Doma Insurance Agency, Inc. and Doma Home			
	Insurance Services, LLC; and nonfinancial companies such as Title			
	Agency Holdco, LLC.			
Nonaffiliates	Companies not related by common ownership or control. They can be financial			
	and nonfinancial companies.			
	Nonaffiliates we share with can include collection agencies, our service			
	providers, companies that perform marketing and advertising services			
	on our behalf, and consumer reporting agencies.			
Joint marketing	A formal agreement between nonaffiliated financial companies that together			
	market financial products or services to you.			
	Doma doesn't jointly market.			
Other important Information				
*For California residents: you may have	additional rights under the California Consumer Privacy Act. For a description of			

those rights, please see our Doma Family of Companies' privacy policy located here: www.doma.com.

## The Doma Family of Companies

## The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.

Doma Corporate, LLC

Doma Insurance Agency of Texas, Inc.

Doma Insurance Agency of Utah, LLC

Doma Customer Financing LLC

Doma Home Insurance Services, LLC

Doma Insurance Agency, Inc.

Doma Title Insurance, Inc.

Doma Trustee Services, LLC

Doma Title of California, Inc.

Doma Insurance Agency of Arizona, Inc.

North American Title Company of Colorado

NASSA LLC

Doma Insurance Agency of Florida, Inc. North American Title Company

Doma Insurance Agency of Illinois, Inc.

Doma Insurance Agency of Indiana, LLC

North American Title Insurance Company

North American Asset Development, LLC

Doma Insurance Agency of Louisiana, LLC

Doma Insurance Agency of Minnesota, Inc.

Doma Title Insurance Company of New York

North American Services, LLC

Spear Agency Acquisition Inc.

States Title Holding, Inc.

Doma Title Agency of Nevada, Inc. States Title, LLC

Doma Insurance Agency of New Jersey, Inc. Title Agency Holdco, LLC



Title Company: California Best Title Company, Inc.

Title Order No.: CBT-25000781
Escrow Holder: Portfolio Escrow
Escrow No.: CBT-25000781

7.

trust.

## **CERTIFICATION OF TRUSTEES UNDER TRUST**

(California Probate Code Section 18100.5)

1.	facts regarding said Trust:
	Name of Trust:
	Date of Execution of Trust:
	The name of the Trustee(s) now qualified to act under the Trust instrument and who are the only qualified
	Trustee(s):
	Settlor(s):
	Social Security No. or Employer Identification No.
2.	Declarant(s) certify that if fewer than all currently acting Trustees are required to sign, the Trustee(s) named below are all those necessary to execute documents on behalf of the Trust:  Trustee(s)
3.	Declarant(s) certify that the Trust is in full force and effect and has not been revoked, terminated, or otherwise amended in any manner which would cause the representation in this Certification to be incorrect, except as follows:
4.	The Trust is ☐ irrevocable ☐ revocable and the person(s) holding the power to revoke is/are:
5.	The manner in which title to Trust assets is to be taken is:
6.	Declarant(s) state that the above named trustee(s) is/are fully empowered to act for said trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contracting for, and executing these document(s).

Declarant(s) state(s) that to the best of his/her/their knowledge, there are no claims, challenges of any kind or causes of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the

This document is to be signed by all of the currently acting	Trustees:	
I declare that the statements contained herein are true and this day of, 20	correct and are made under pe	enalty of perjury,
Signature	Address	
Name (Type or Print)		
Signature	Address	
Name (Type or Print)		
Subscribed and sworn (or affirmed) before me on this by		
the person(s) who appeared before me.		,
Notary Signature:		
Space below reserved for notary seal.		

## Statement of Information (Confidential)

N	Note: This form is no	eeded in order to eliminate ju	udgments and liens a	against people with similar n	names
		saction is: (if none, leave b			
	r □ Tenants □ l	essee $\Pi$ Sing		ultiple Residence 🛚 Comn	nercial   П Vacant Land
Any construction/improve				w loan to be used for improv	
If yes, state nature of wor	k done or contempla	ated			
Party 1			Party 2		
First	Middle	Last	First	Middle	Last
Former last name(s), if ar	ıy		Former last na	ame(s), if any	
Birthplace		Birth Date	Birthplace		Birth Date
Social Security No.		Driver's License No.	Social Securi	ity No.	Driver's License No.
I □ am single □ am m	arried 🛚 Have a d	omestic partner	I □ am single	e □ am married □ Have	a domestic partner
Name of <u>current</u> spouse o	or domestic partner	(if other than Party 2)	Name of curre	ent spouse or domestic part	ner (if other than Party 1)
Name of <u>former</u> spouse/d	omestic partner (if r	one, write "none")	Name of form	<u>er</u> spouse/domestic partner	(if none, write "none")
	N	Marriage or Domestic Partr			
Are Parties 1 & 2: Ma	rried? □	Domestic Partners? ☐	Date	of Marriage/Domestic Partr	nership:
		Party 1 – Occupat	ions for Last 10 Ye	ars	
Present Occupation	Firm Name		Address		No. of Years
Prior Occupation	Firm Name		Address		No. of Years
			ices for Last 10 Yea	ars	
Number and Street		City	and State		<u>From To</u>
		Party 2 – Occupat	ions for Last 10 Ye	ars	
Present Occupation	Firm Name		Address		No. of Years
Prior Occupation	Firm Name		Address		No. of Years
November and Charact		_	ices for Last 10 Yea	ars	F T-
Number and Street		City	and State		<u>From To</u>
l have never been adjudg	ed, bankrupt nor are	ated a business? ☐ Yes [ there any unsatisfied judgm			n might affect my title to this
property, except as follow	<del></del>				. ,
ne undersigned declare	under penalty of per	jury that the above informati	on is true and correc	ct. (all parties must s	ign)
Date	Signature			Signature	
	Home Phone	e Work Pho	ne	Home Phone	Work Phone
	Email Addre	SS		Email Address	

## Statement of Information (Confidential)

	Note: This form is nee	eded in order to eliminate ju	dgments and liens a	against people with similar n	ames
The street address of the Address	property in this transa	action is: (if none, leave b	lank) City		
	r □ Tenants □ Le	ssee $\Pi$ Single		ultiple Residence ☐ Comm	nercial T Vacant Land
Any construction/improve				w loan to be used for improve	
If yes, state nature of wor	k done or contemplate	ed			
Party 1			Party 2		
First	Middle	Last	First	Middle	Last
Former last name(s), if ar	ny		Former last na	ame(s), if any	
Birthplace		Birth Date	Birthplace		Birth Date
Social Security No.		Driver's License No.	Social Securit	ty No.	Driver's License No.
I □ am single □ am m	arried 🛚 Have a do	mestic partner	I □ am single	e □ am married □ Have	a domestic partner
Name of <u>current</u> spouse of	or domestic partner (if	other than Party 2)	Name of <u>curre</u>	ent spouse or domestic partr	ner (if other than Party 1)
Name of <u>former</u> spouse/d	omestic partner (if no	ne, write "none")	Name of forme	<u>er</u> spouse/domestic partner	(if none, write "none")
Are Parties 1 & 2: Ma	Ma rried? □	nrriage or Domestic Partners? ☐		rties 1 and 2 of Marriage/Domestic Partn	ership:
		Party 1 – Occupati	ons for Last 10 Yea	ars	
Present Occupation	Firm Name		Address		No. of Years
Prior Occupation	Firm Name		Address		No. of Years
			ces for Last 10 Yea	irs	
Number and Street		City :	and State		<u>From To</u>
		Party 2 – Occupati	ons for Last 10 Yea	ars	
Present Occupation	Firm Name		Address		No. of Years
Prior Occupation	Firm Name		Address		No. of Years
Thor Occupation	i iiiii ivaiiie	Party 2 – Residen	ces for Last 10 Yea	ırs	NO. OF Tears
Number and Street		<u>City</u> :	and State		From To
	ed, bankrupt nor are t	ed a business? ☐ Yes ☐ here any unsatisfied judgm		e list names s pending against me which	might affect my title to this
The undersigned declare	under penalty of perju	ry that the above information	on is true and correc	ct. (all parties must si	ign)
Date	Signature			Signature	
	Home Phone	Work Phon	ne	Home Phone	Work Phone
	Email Address			Email Address	