

First American Title Company

3400 Central Avenue, Suite 100
Riverside, CA 92506
California Department of Insurance License No. 2549-4

Title Officer:	Porscha Peterson / Larry Silva
Phone:	(951)787-1762
Fax No.:	(866)292-6890
E-Mail:	fahq-ra-rvtitle@firstam.com
Owner:	Roland W Gentner and Cynthia Gentner
Property:	45589 Appian Way Indian Wells, CA 92210

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A 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 A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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.

Dated as of October 02, 2026 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Ext Loan Policy if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy (with Western Regional Exceptions) and the ALTA Loan Policy if the land described is an unimproved residential lot or condominium unit.

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

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

Roland W. Gentner and Cynthia Gentner, Husband and wife, as Community Property with Right of Survivorship

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2026-2027.

First Installment:	$15,357.61, OPEN
Penalty:	$0.00
Second Installment:	$15,357.61, OPEN
Penalty:	$0.00
Tax Rate Area:	016-093
A. P. No.:	633-810-016

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any easements or servitudes appearing in the Public Records.
   Affects: Common Area.

4. RIGHT OF WAY AND EASEMENT OF THE COACHELLA VALLEY COUNTY WATER DISTRICT, IN FAVOR OF THE PUBLIC, FOR ALL PUBLIC ROADS, AND RIGHTS OF WAY HERETOFORE DEDICATED, ACQUIRED, RESERVED OR ACCEPTED FOR PUBLIC USE AND ALSO ANY AND ALL PRIVATE EASEMENTS AND RIGHTS OF WAY FOR ROADS, PIPELINES, DITCHES AND CONDUITS ON, OVER, UNDER OR ACROSS THE HEREIN DESCRIBED PROPERTY, EXISTING FOR THE PURPOSES OF INGRESS AND EGRESS FROM OTHER LANDS BY MEANS OF SUCH ROADS AND FOR THE PURPOSE OF CONVEYING IRRIGATING AND DOMESTIC WATER TO SUCH OTHER LANDS BY MEANS OF SUCH PIPELINES, DITCHES AND CONDUITS.

5. An easement for STORM WATER CONTROL and incidental purposes in the document recorded MAY 07, 1921 as BOOK 545, PAGE 396 of Deeds NOT of Official Records.

   The location of the easement cannot be determined from record information.

6. An easement for MAINTENANCE AND REPAIR OF IMPROVEMENTS and incidental purposes in the document recorded MAY 07, 1921 as BOOK 546, PAGE 401-403 of Deeds NOT of Official Records.

   The location of the easement cannot be determined from record information.

7. THE RIGHT OF J. W. HUES TO USE THE WATER FROM THE WELL LOCATED ON THE PROPERTY HEREIN DESCRIBED, TOGETHER WITH THE RIGHT TO USE THE SEPTIC TANK NOW INSTALLED ON SAID PROPERTY, AS CREATED BY AGREEMENT BETWEEN HARRY WHITTLESEY, PARTY OF THE FIRST PART, AND J.W. HUES, PARTY OF THE SECOND PART, RECORDED APRIL 23, 1946 IN BOOK 738 PAGE 519 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. REFERENCE IS HEREBY MADE TO THE RECORD OF SAID AGREEMENT FOR FURTHER PARTICULARS.

8. An easement for EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES and incidental purposes in the document recorded APRIL 15, 1954 as BOOK 1576, PAGE 491 of Official Records.

   The location of the easement cannot be determined from record information.

9. An easement for ROAD AND UTILITIES and incidental purposes in the document recorded MARCH 30, 1972 as INSTRUMENT NO. 41654 of Official Records.

   The location of the easement cannot be determined from record information.

10. An easement for TRANSMISSION OF WATER and incidental purposes in the document recorded MARCH 23, 1973 as INSTRUMENT NO. 36880 of Official Records.

    The location of the easement cannot be determined from record information.

11. An easement for BOUNDARY AND PUBLIC UTILITIES and incidental purposes in the document recorded JUNE 11, 1974 as INSTRUMENT NO. 71409 of Official Records.

    The location of the easement cannot be determined from record information.

12. An easement for SEWAGE LINES and incidental purposes in the document recorded JUNE 11, 1974 as INSTRUMENT NO. 71523 of Official Records.

The location of the easement cannot be determined from record information.

13. An easement for SEWAGE LINES and incidental purposes in the document recorded OCTOBER 17, 1977 as INSTRUMENT NO. 204957 of Official Records.

    The location of the easement cannot be determined from record information.

14. The fact that the land lies within the boundaries of the CONSOLIDATED WHITEWATER Redevelopment Project Area, as disclosed by various documents of record.

15. An easement for ACCESS and incidental purposes in the document recorded APRIL 20, 1994 as INSTRUMENT NO. 94-163173 of Official Records.

16. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: PUBLIC UTILITIES AND LANDSCAPE and incidental purposes affecting said land.

17. An easement for INGRESS AND EGRESS and incidental purposes in the document recorded SEPTEMBER 13, 2000 as INSTRUMENT NO. 00-359254 of Official Records.

18. An easement for LANDSCAPE, LIGHTING AND ROADWAY PURPOSES and incidental purposes in the document recorded OCTOBER 06, 2000 as INSTRUMENT NO. 00-397449 of Official Records.

19. Covenants, conditions, restrictions and easements in the document recorded OCTOBER 06, 2000 as INSTRUMENT NO. 00-397450 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.

20. The terms, provisions and easement(s) contained in the document entitled "GOLF EASEMENT AGREEMENT" recorded OCTOBER 06, 2000 as INSTRUMENT NO. 00-397454 of Official Records.

21. The terms and provisions contained in the document entitled "MEMORANDUM OF AGREEMENT" recorded OCTOBER 06, 2000 as INSTRUMENT NO. 00-397461 of Official Records.

22. An easement for public utilities and incidental purposes in the document recorded FEBRUARY 22, 2001 as INSTRUMENT NO. 01-70681 of Official Records.

23. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded MARCH 28, 2001 as INSTRUMENT NO. 01-126106 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.

    Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

    A declaration of annexation recorded MARCH 28, 2001 as INSTRUMENT NO. 01-126108 of Official Records but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.

24. An easement for public utilities and incidental purposes in the document recorded DECEMBER 21, 2001 as INSTRUMENT NO. 01-635840 of Official Records.

25. A deed of trust to secure an original indebtedness of $1,351,000.00 recorded FEBRUARY 28, 2007 as INSTRUMENT NO. 07-141182 OF OFFICIAL RECORDS.

Dated:	FEBRUARY 22, 2007
Trustor:	ROLAND W GENTNER AND CYNTHIA L GENTNER HUSBAND AND WIFE
Trustee:	OLD REPUBLIC TITLE COMPANY
Beneficiary:	NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK

    According to the public records, the beneficial interest under the deed of trust was assigned to WELLS FARGO BANK, N.A. AS TRUSTEE FOR LEHMAN MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-5 by assignment recorded JANUARY 19, 2022 as INSTRUMENT NO. 22-30543 OF OFFICIAL RECORDS.

    A document recorded MAY 06, 2022 as INSTRUMENT NO. 22-214299 OF OFFICIAL RECORDS provides that THE MORTGAGE LAW FIRM, PLC was substituted as trustee under the deed of trust.

26. A deed of trust to secure an original indebtedness of $350,000.00 recorded MARCH 28, 2007 as INSTRUMENT NO. 07-209179 OF OFFICIAL RECORDS.

Dated:	MARCH 19, 2007
Trustor:	ROLAND W GENTNER AND CYNTHIA L GENTNER HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
Trustee:	NATIONAL CITY BANK
Beneficiary:	NATIONAL CITY BANK

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

27. The terms and provisions contained in the document entitled "NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT" recorded AUGUST 20, 2014 as INSTRUMENT NO. 14-315936 OF OFFICIAL RECORDS.

28. The Solar Energy System, if any, located on the Land being owned by an Independent Solar Energy Producer.

29. A financing statement recorded JANUARY 27, 2023 as INSTRUMENT NO. 23-25662 OF OFFICIAL RECORDS.

Debtor:	CYNTHIA GENTNER
Secured party:	SPRUCE POWER 2, LLC

30. A deed of trust to secure an original indebtedness of $250,000.00 recorded OCTOBER 02, 2023 as INSTRUMENT NO. 23-290572 OF OFFICIAL RECORDS.

Dated:	SEPTEMBER 15, 2023
Trustor:	ROLAND GENTNER AND CYNTHIA GENTNER
Trustee:	MUNDON ANTICLINE INVESTMENT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY
Beneficiary:	MUNDON ANTICLINE INVESTMENT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
   i. Original note and deed of trust.
   ii. Payoff demand statement signed by all present beneficiaries.
   iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

31. A deed of trust to secure an original indebtedness of $250,000.00 recorded DECEMBER 04, 2023 as INSTRUMENT NO. 23-360650 OF OFFICIAL RECORDS.

Dated:	NOVEMBER 15, 2023
Trustor:	ROLAND GENTNER AND CYNTHIA GENTNER
Trustee:	DRG INVESTMENTS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
Beneficiary:	DRG INVESTMENTS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
   i. Original note and deed of trust.
   ii. Payoff demand statement signed by all present beneficiaries.
   iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

32. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

33. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.

34. **An Owner's Certification must be completed, executed, and returned to the Company.**

35. Water rights, claims or title to water, whether or not shown by the Public Records.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. 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 and if applicable, 115 and 116.2 attached.

   When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence LYING WITHIN A PLANNED UNIT DEVELOPMENT known as 45589 Appian Way, Indian Wells, CA 92210.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

   NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

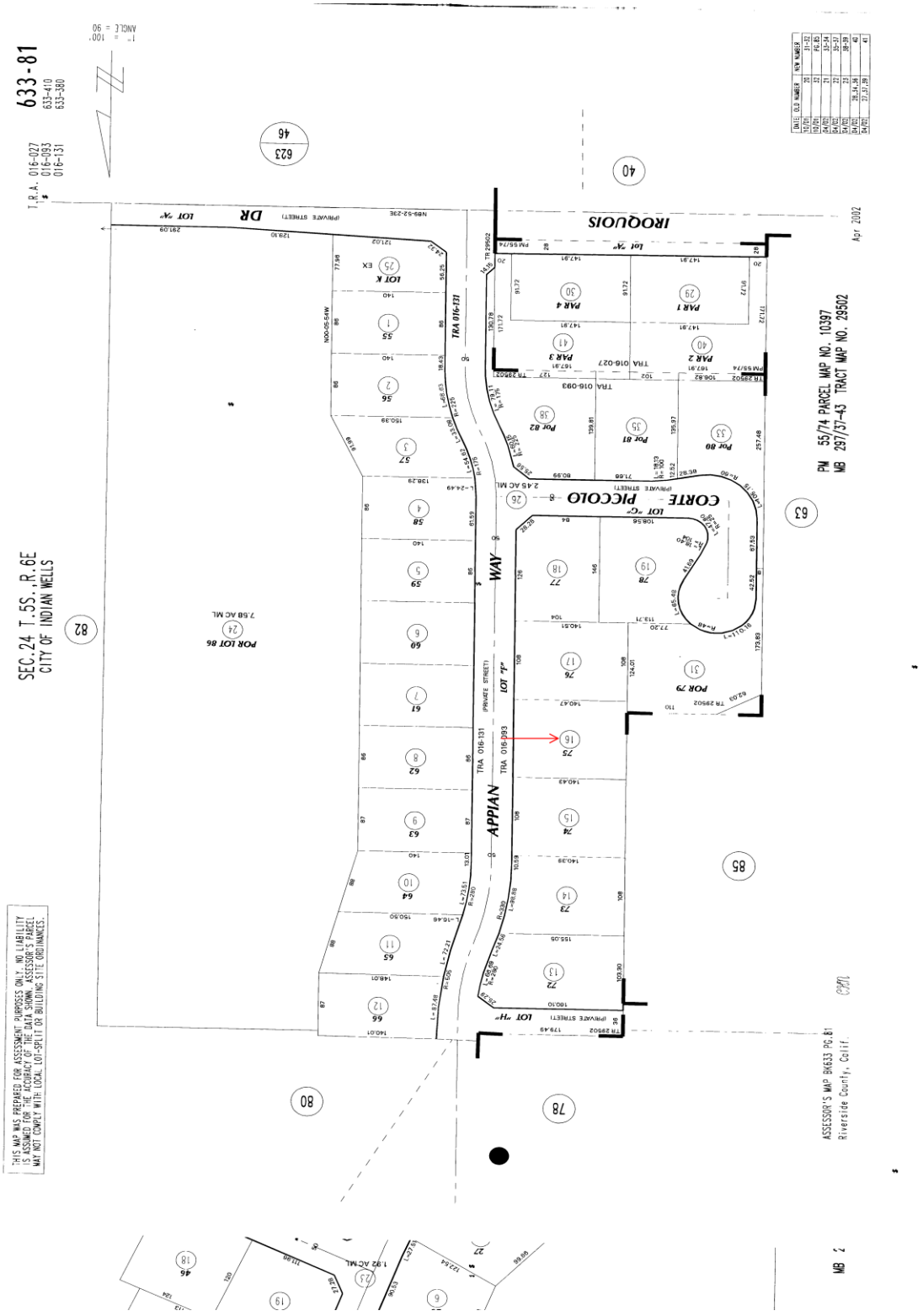
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Indian Wells, County of Riverside, State of California, described as follows:

Lot 75 of TRACT 29502, as shown by map on file in Book 297, Pages 37 through 43, inclusive, of Maps, Records of Riverside County, California.

APN: 633-810-016


633-81
633-410
633-380
T.,R.A. 016-027
016-093
016-131
SEC.24 T.5S.,R.6E
CITY OF INDIAN WELLS
IROQUOIS
DR
APPIAN
WAY
CORTE PICCOLO
PM 55/74 PARCEL MAP NO. 10397
MB 297/37-43 TRACT MAP NO. 29502
ASSESSOR'S MAP BK633 PG.81
Riverside County, Calif.
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	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 on Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or $2,500 (whichever is less)	$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
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.

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 below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

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:

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

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 numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records 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.