

ORDER NO. : 1716030326

### EXHIBIT A

The land referred to is situated in the County of Solano, City of Vacaville, State of California, and is described as follows:

Lot 113, as shown on that certain Subdivision Map entitled, Final Map of Brighton Landing Villages 9-10, filed November 20, 2018, in Book 93 of Maps at Page 53, Solano County Records.

Excepting therefrom an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals lying 500 feet or more below the surface of the land herein described, but not excepting therefrom or serving to the grantor any of the surface rights to said property as described in the Deed from Fred C. Evanikoff, et ux., L. J. Wykoff, et ux., dated August 11, 1960, recorded September 14, 1960, in Book 1043 of Official Records at Page 214, Instrument No. 17706, and in the Deed from Fred C. Evanikoff, et ux., to L .J. Wykoff, et ux., dated February 13, 1962, recorded February 16, 1962, in Book 1124 of Official Records at Page 577, Instrument No. 3956, and in the Agreement and Quitclaim executed by and between Fred C. Evanikoff and wife and L. J. Wykoff and wife, dated May 18, 1965, and recorded June 6, 1965 in Book 1340 of Official Records at Page 620, Instrument No. 15011.

APN: 0138-112-180



In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

Dated as of July 7, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY For Exceptions Shown or Referred to, See Attached

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

Homeowner's Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Julian Austria and Mona Austria, husband and wife as joint tenants

The land referred to in this Report is situated in the County of Solano, City of Vacaville, State of California, and is described as follows:

Lot 113, as shown on that certain Subdivision Map entitled, Final Map of Brighton Landing Villages 9-10, filed November 20, 2018, in Book 93 of Maps at Page 53, Solano County Records.

Excepting therefrom an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals lying 500 feet or more below the surface of the land herein described, but not excepting therefrom or serving to the grantor any of the surface rights to said property as described in the Deed from Fred C. Evanikoff, et ux., L. J. Wykoff, et ux., dated August 11, 1960, recorded September 14, 1960, in Book 1043 of Official Records at Page 214, Instrument No. 17706, and in the Deed from Fred C. Evanikoff, et ux., to L .J. Wykoff, et ux., dated February 13, 1962, recorded February 16, 1962, in Book 1124 of Official Records at Page 577, Instrument No. 3956, and in the Agreement and Quitclaim executed by and between Fred C. Evanikoff and wife and L. J. Wykoff and wife, dated May 18, 1965, and recorded June 6, 1965 in Book 1340 of Official Records at Page 620, Instrument No. 15011.

APN: 0138-112-180

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

- 1. Taxes and assessments, general and special, for the fiscal year 2022 2023, a lien, but not yet due or payable.
- 2. Tax

Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	0138-112-180
Code No.	:	006-110
1st Installment	:	\$4,181.63
2nd Installment	:	\$4,181.63
Land Value	:	\$160,000.00
Imp. Value	:	\$329,700.00

Marked Paid Marked Paid

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3. Supplemental taxes, general and special, for the fiscal year 2020 - 2021 (triggered by change of ownership on October 13, 2020) as follows:

Assessor's Parcel No.	:	:	0138-112-180	
Bill No.	:	:	013811218005	
1st Installment	:	:	\$1,441.32	Marked Paid
2nd Installment	:	:	\$1,441.32	Marked Paid

- 4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
- 5. Any special tax which is now a lien and that may be levied within the CFD #11 Mello-Roos, a notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$2,152.48.

6. Municipal Service Charges or Assessments that may be levied, of record or not, in favor of Vacaville/Dixon Recology, if any.

Further information on said charges or assessments may be obtained by contacting Vacaville/Dixon Recology at 707-448-2945.

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Indenture
Granted To	:	Pacific Gas and Electric Company, a California corporation
For	:	Utilities and incidental purposes
Dated	:	January 24, 1940
Recorded	:	February 2, 1940 in Book 208 of Official Records, Page 372

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8. Agreement for : Development
 Executed By : City of Vacaville
 and Between : Brighton Landing Vacaville, LLC

On the terms, covenants and conditions contained therein,

Dated : March 12, 2013 Recorded : June 14, 2013 in Official Records under Recorder's Serial Number 201300060165

And as modified by an instrument, executed by City of Vacaville and Brighton Landing Vacaville, LLC, recorded August 22, 2013 in Official Records under Recorder's Serial Number 201300083031.

9. Agreement for : Cooperation and Development Implementation Executed By : Brighton Landing, LLC and Between : Woodside 05N, LP

On the terms, covenants and conditions contained therein,

Dated	:	July 30, 2015
Recorded	:	July 30, 2015 in Official Records under Recorder's Serial Number
		201500068731

10. Covenants, Conditions, Restrictions, Limitations, Easements, Assessments, Reservations, Exceptions, Terms, Liens or Charges, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Entitled	:	Declaration of Covenants, Conditions, Restrictions and Reservation of Easements
Executed By Dated	:	The New Home Company Northern California, LLC November 20, 2019
Recorded	:	November 21, 2019 in Official Records under Recorder's Serial Number 201900085788

Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Executed By	:	The New Home Company Northern California, LLC
Dated	:	December 15, 2021
Recorded	:	December 28, 2021 in Official Records under Recorder's Serial
		Number 202100132227

Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Executed By	:	The New Home Company Northern California, LLC
Dated	:	December 15, 2021
Recorded	:	December 29, 2021 in Official Records under Recorder's Serial
		Number 202100132574

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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."

#### 11. Terms and provisions as contained in an instrument,

Entitled Executed By Dated	Master Homeowners' Title 7 Declaration The New Home Company Northern California LLC November 20, 2019
Recorded	November 21, 2019 in Official Records under Recorder's Serial Number 201900085789

Which, among other things, provides: Dispute Resolution

12. Covenants, Conditions, Restrictions, Limitations, Easements, Assessments, Reservations, Exceptions, Terms, Liens or Charges, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled	:	Declaration of Covenants, Conditions and Restrictions and Right to Repurchase
Executed By Dated	:	BLC Vacaville LLC, a Delaware Limited Liability Company October 23, 2018
Recorded		October 25, 2018 in Official Records under Recorder's Serial Number 201800072390

Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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."

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For	:	Public Utilities
Affects	:	The West 10 feet and the North and South 5 feet of the West 15 feet

- 14. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.
- 15. Matters as contained or referred to in an instrument,

Entitled Executed By	:	Individual Dispute Resolution Agreement The New Home Company Northern California, LLC, Julian Austria and
		Mona Austria
Dated	:	October 9, 2020
Recorded	:	October 13, 2020 in Official Records under Recorder's Serial Number 202000089074
Which Among Other Things Provides	:	Dispute Resolution

16. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	\$501,035.00
Trustor/Borrower	:	Julian Austria and Mona Austria, husband and wife as joint
		tenants
Trustee	:	Placer Title Company
Beneficiary/Lender	:	Mortgage Electronic Registration Systems, Inc., solely as nominee
		for Hometown Equity Mortgage, LLC Dba Thelender
Dated	:	October 10, 2020
Recorded	:	October 13, 2020 in Official Records under Recorder's Serial
		Number 202000089078
Loan No.	:	420114563
"MIN"	:	1004069-0000010304-3

NOTE: This loan appears to be registered with Mortgage Electronics Registration Systems, Inc. ("MERS"). Accordingly, the name, address and telephone number of the loan servicer should be obtained by calling the toll-free number, 1-888-679-MERS, and referring to the Mortgage Identification Number ("MIN") shown above

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17. A financing statement recorded in the office of the County Recorder, showing

	Debtor:Julian D. AustriaSecured Party:Ultralight 2 Residential Solar, LLCRecorded:December 8, 2020 in Official Records under Recorder's Serial Number 202000113071Property Covered:637 Dahlia Drive, Vacaville, CA 95687
	Unrecorded lease and/or security agreement for the Photovoltaic system disclosed by the above.
18.	Any estate or interest of UltraLight 2 Residential Solar, LLC inferred by a Notice of an Independent Solar Energy Producer Contract
	Recorded : December 11, 2020 in Official Records under Recorder's Serial Number 202000115397
19.	The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
20.	The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.
	Informational Notes
A.	The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 637 Dahlia Drive, Vacaville, CA 95687.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

A Grant Deed executed by Arroyo Cap I, LLC, a Delaware Limited Liability Company to The New Home Commpany Northern California, LLC, a Delaware Limited Liability Company recorded October 15, 2019 in Official Records under Recorder's Serial Number 201900072954.

A Grant Deed executed by The New Home Commpany Northern California, LLC, a Delaware Limited Liability Company to Julian Austria and Mona Austria, husband and wife as joint tenants recorded October 13, 2020 in Official Records under Recorder's Serial Number 20200089077.

ON/JW

### NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.

Information for processing a "Restrictive Covenant Modification" form:

- 1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
- 2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
- 3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
- 4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
- 5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
- 6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

Restrictive Covenant Modification form

Exhibit I

#### 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:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

#### Exhibit I

#### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (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:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, 1. (a) regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land; (i)
  - (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.
  - Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under (b) Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. 2. 3.
  - Defects, liens, encumbrances, adverse claims, or other matters
    - created, suffered, assumed, or agreed to by the Insured Claimant; (a)
    - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured (b) 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:
    - resulting in no loss or damage to the Insured Claimant; (c)
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the (e) 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.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction 5. 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 fraudulent conveyance or fraudulent transfer, or (a)
  - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy. (b)
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching 7. 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

#### **SCHEDULE B - PART I**

Except as provided in Schedule B - Part II, 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:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or 1. 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.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records. 3.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed 4. by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 5. water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 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. 6.

# \*\*\*\*\* \* OLD REPUBLIC TITLE \*\*\*\* FACTS WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> <li>When you are no longer our customer, we continue to share your information as described in this notice.</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Go to www.oldrepublictitle.com (Contact Us)

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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do			
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy		
How does Old Republic Title collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>		
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to market toyou</li> <li>Sharing for non-affiliates to market toyou</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <u>https://www.oldrepublictitle.com/privacy-policy</u> for your rights under state law.</li> </ul>		

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non- financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<ul><li>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</li><li>Old Republic Title doesn't jointly market.</li></ul>

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American First Title	American Guaranty	Attorneys' Title Fund	Compass Abstract, Inc.	eRecording Partners
& Trust Company	Title Insurance Company	Services, LLC		Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2021

# **Privacy Notice for California Consumers**

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act ("CCPA").

# What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include: Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consu mer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consu mer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consu mer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Internet or other electronic network activity	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information). Browsing history, search history, information about a consumer's interaction with a website, application,	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate	To provide access to certain online services. To understand the interests of visitors	Not Disclosed
	or advertisement.		Agents, and Title Agents associated with the transaction	to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

# What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we "sell" or "disclose." We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

# **Your Rights and Choices**

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

	categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and 7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.
Deletion	You have the right to request that we delete any of your personal information that we
	collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:
	<ul> <li>Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.</li> <li>Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal</li> </ul>
	activity, or prosecute those responsible for such activities.
	<ul> <li>Debug products to identify and repair errors that impair existing intended functionality.</li> </ul>
	• Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
	<ul> <li>Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.)</li> </ul>
	• Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
	<ul> <li>Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.</li> <li>Comply with a legal obligation.</li> </ul>
	• Make other internal and lawful uses of that information that are compatible with the context in which you provided it.
	Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Opt-Out of Sale	With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.
	A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the
Opt-In to Sale	consent must come from a parent.
Non-Discrimination	We will not discriminate against you for exercising your rights under the CCPA. Unless
	otherwise permitted by the CCPA we will not:
	Deny you goods or service
	<ul> <li>Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties</li> </ul>
	Provide a different level or quality of goods or services
	Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

# **To Exercise Your Rights**

### To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

### **To Request Access to or Deletion of Your Personal Information**

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website <u>CCPA</u> <u>Consumer Request</u>.

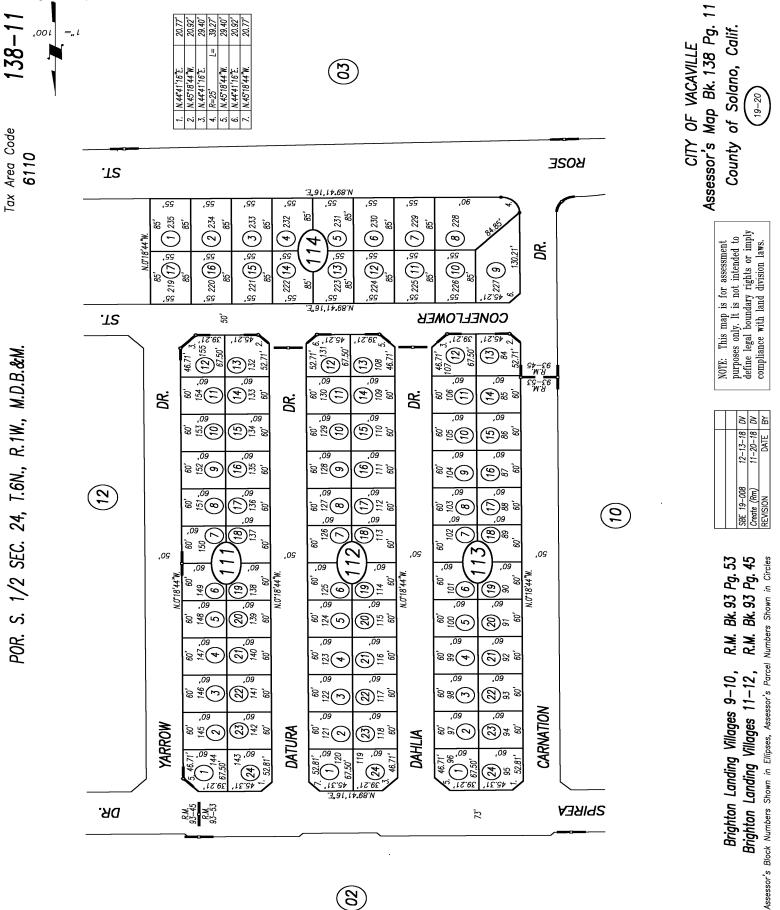
Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

# **Contact Us**

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: <u>CCPA@oldrepublictitle.com</u>, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite1500, San Francisco, CA 94111-3334. DocuSign Envelope ID: 7F9C2E70-33E8-40BF-B0EC-A251F244715E



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