**ORDER NO.:** 0224058862

### **EXHIBIT A**

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

### PARCEL ONE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of Lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", filed for record November 21, 1950 In Volume 7 of Maps, at Page 22, Marin County Records; running thence Southeasterly along the Northeasterly line of Community Road along the following courses and distances: Southeasterly along the arc of a curve to the left, the center of which bears North 35° 00' East 200 feet from said point of commencement, with a radius of 200 feet, a central angle or 17° 00' a distance of 59.341 feet and South 72° 00' East tangent to the preceding curve 211.325 feet to the true point of beginning of the parcel of land to be described; running thence Southeasterly along said Northeasterly line of Community Road the following courses and distances: South 72° East 20 feet, Southeasterly along the arc of a curve to the right, tangent to the preceding course, with a radius of 300 feet, a central angle of 40° 09' 30" a distance of 210.268 feet and South 31° 50' 30" East tangent to the preceding curve 250 feet; thence leaving said Northeasterly line of Community road and running North 50° 09' 30" East 188.548 feet; thence North 19°, West 36.007 feet; thence North 40° 00' West 153 feet; thence North 10° 00' West 118 feet; thence North 4° 00' West 210 feet; thence North 40° 00' West 57 feet: thence South 84° 00' West 61 feet: thence South 40° 00' West 151 feet; thence South 61° 00' West 102 feet; thence North 74° 00' West 38.338 feet to a line drawn North 18° East from the true point of beginning; thence South 18° West along the last mentioned line so drawn 119.392 feet to the true point of beginning.

Excepting therefrom that portion conveyed to Richardson Bay Land Company, a corporation, recorded April 7, 1953 in Book 798 of Official Records, at Page 539, Marin County Records,

Also excepting therefrom that portion conveyed to Belvedere Land Company, a corporation, by Deed recorded November 27, 1953 in Book 838 of Official Records, at Page 56, Marin County Records.

Also excepting therefrom that portion conveyed to Belvedere Land Company, a corporation, by Deed recorded December 21, 1956 in Book 1081 of Official Records, at Page 320, Marin County Records.

Also excepting therefrom that portion conveyed to Andrew E. Andrew E. Allen and Howard B. Allen, Trustees for the benefit of Richardson Bay Land Company, a corporation, by Quitclaim Deed recorded December 11, 1979 in Book 3653 of Official Records, at Page 440, Mann County Records.

APN: 060-072-27

PARCEL TWO:

Beginning at a point on the exterior boundary line of the parcel described In the Deed to Howard B. Allen, et ux, recorded January 23, 1951 in Book 676 of Official Records, at Page 364, Marin County Records; thence North 04° 00' East 53.006 feet from the Southerly extremity of the course North 04° 00' East 210 feet, which forms a portion of the exterior boundary line of the parcel described in said Deed referred to above; thence South 04° 00' West along the exterior boundary line of the parcel described 53.006 feet to an angle point therein; thence South 10° 00' East continuing along the exterior boundary line of said parcel 27.029 feet; thence South 82° 00' West 65.244 feet; thence North 70° 00' West 33 feet to a point; thence Northerly along the arc of a curve to the right, the center of which bears North 84° 15' East 420 feet from the last mentioned point, with a radius of 420 feet, a central angle of 13° 36' 50" a distance of 99.795 feet to a point which is distant North 85° 00' West 67.884 feet and North 57° 00' West 30 feet from the point of beginning; thence South 57° 00' East 30 feet; thence South 85° 00' East 67.884 feet to the point of beginning.

APN: 060-072-28

### PARCEL THREE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", recorded November 21, 1950 in Volume 7 of Maps, at Page 22, Marin County Records; running thence Southeasterly along the proposed Northeasterly line of Community Road the following courses and distances:

Southeasterly along the arc of a curve to the left, the center of which bears North 35° 00' East 200.000 feet from the said point of commencement, with a radius of 200.000 feet, a central angle of 17° 00' 00", an arc distance of 59.341 feet. South 72° 00' 00" East, tangent to the preceding curve 231.325 feet and Southeasterly along the arc of a curve to the right, tangent to the preceding course with a radius of 300.000 feet, a central angle of 16° 57' 42", an arc distance of 88.811 feet to the true point of beginning of the parcel of land to be described; thence continuing Southeasterly along the said proposed Northeasterly line of Community Road the following courses and distances: along the arc of a curve to the right, the center of which bears South 34° 57' 42" West 300.00 feet from the said true point of beginning, with a radius of 300.000 feet, a central angle of 23° 11' 48", an arc distance of 121.457 feet and South 31° 50' 30" East 131.123 feet; thence leaving the said proposed Northeasterly line of Community Road and running Easterly and Northeasterly along the arc of a curve to the left, tangent to the preceding course, with a radius of 18.000 feet, a central angle of 115° 43' 10", an arc distance of 36.354 feet; thence Northerly along the arc of a curve to the left, tangent to the preceding curve, with a radius of 46.000 feet, a central angle of 63° 39' 00", an arc distance of 51.101 feet; thence Northwesterly along the arc of a curve to the right, tangent to the preceding curve, with a radius of 454.000 feet, a central angle of 27° 02' 51", an arc distance of 214.319 feet; thence Northwesterly and Westerly along the arc of a curve to the left, tangent to the preceding curve, with a radius of 20.000 feet, a central angle of 117° 31' 28", an arc distance of 41.024 feet; thence Southwesterly along the arc of a curve to the right, tangent to the preceding curve, with a radius of 834.000 feet, a central angle of 60° 44′ 30″, an arc distance of 98.132 feet; thence Southwesterly and Southerly along the arc of a curve to the left, tangent to the preceding curve, with a radius of 12.000 feet, a central angle of 120° 05' 31", an arc distance of 25.152 feet to the point of beginning.

APN: 060-072-18



601 California Street, Suite 900 San Francisco, CA 94108 (415) 421-9770 Fax: (415) 788-4237

### PRELIMINARY REPORT

FIRST UPDATED REPORT

Our Order Number 0224058862-AB

STICE BLOCK 2335 Broadway, Suite 201 Oakland, CA 94612

Attention: KATHY KIMURA-BARNES

When Replying Please Contact:

Alethea Benally ABenally@ortc.com (415) 421-9770

Property Address:

1-22 Mallard Road, Belvedere, CA 94920

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 October 11, 2024, at 7:30 AM

### OLD REPUBLIC TITLE COMPANY

For Exceptions Shown or Referred to, See Attached

Page 1 of 10 Pages

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

ALTA Loan Policy of Title Insurance - 2021. 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:

Mallard Pointe 1951, LLC, a Delaware limited liability company

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

#### PARCEL ONE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of Lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", filed for record November 21, 1950 In Volume 7 of Maps, at Page 22, Marin County Records; running thence Southeasterly along the Northeasterly line of Community Road along the following courses and distances: Southeasterly along the arc of a curve to the left, the center of which bears North 35° 00' East 200 feet from said point of commencement, with a radius of 200 feet, a central angle or 17° 00' a distance of 59.341 feet and South 72° 00' East tangent to the preceding curve 211.325 feet to the true point of beginning of the parcel of land to be described; running thence Southeasterly along said Northeasterly line of Community Road the following courses and distances: South 72° East 20 feet, Southeasterly along the arc of a curve to the right, tangent to the preceding course, with a radius of 300 feet, a central angle of 40° 09' 30" a distance of 210.268 feet and South 31° 50' 30" East tangent to the preceding curve 250 feet; thence leaving said Northeasterly line of Community road and running North 50° 09' 30" East 188.548 feet; thence North 19°, West 36.007 feet; thence North 40° 00' West 153 feet; thence North 10° 00' West 118 feet; thence North 4° 00' West 210 feet; thence North 40° 00' West 57 feet; thence South 84° 00' West 61 feet; thence South 40° 00' West 151 feet; thence South 61° 00' West 102 feet; thence North 74° 00' West 38.338 feet to a line drawn North 18° East from the true point of beginning; thence South 18° West along the last mentioned line so drawn 119.392 feet to the true point of beginning.

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APN: 060-072-27

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APN: 060-072-28

PARCEL THREE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", recorded November 21, 1950 in Volume 7 of Maps, at Page 22, Marin County Records; running thence Southeasterly along the proposed Northeasterly line of Community Road the following courses and distances:

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APN: 060-072-18

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 2024 - 2025, as follows:

Assessor's Parcel No : 060-072-18 Bill No. : 24-1002421 Code No. : 001-000

1st Installment : \$31,981.38 NOT Marked Paid 2nd Installment : \$31,981.38 NOT Marked Paid

Land Value : \$2,812,180.00 Imp. Value : \$1,183,238.00 P.P. Value : \$2,400.00

(Affects Parcel Three)

2. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows:

Assessor's Parcel No : 060-072-27 Bill No. : 24-1002426 Code No. : 001-000

1st Installment : \$111,750.06 NOT Marked Paid 2nd Installment : \$111,750.06 NOT Marked Paid

Land Value : \$13,604,584.00 Imp. Value : \$2,875,852.00 P.P. Value : \$5,600.00

(Affects Parcel One)

3. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows:

Assessor's Parcel No : 060-072-28
Bill No. : 24-1002427
Code No. : 001-000
1st Installment : \$11,879.40

1st Installment : \$11,879.40 NOT Marked Paid 2nd Installment : \$11,879.40 NOT Marked Paid

Land Value : \$949,774.00 Imp. Value : \$519,407.00

(Affects Parcel Two)

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 Belvedere–Library CFD 95-1, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) 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 \$66.00.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name : NBS-Government Finance

Telephone No.: (800) 676-7516

6. Any special tax which is now a lien and that may be levied within the MR: TIB-OPSP CFD '22-1, 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 341.70 per APN.

- 7. (1) Any adverse claim based upon the assertion that any portion of said land was not tideland or submerged land subject to disposition by the State of California, or that any portion thereof has ceased to be tidelands or submerged lands by reason of erosion or by reason of having become upland by accretion.
  - (2) Rights and easements for commerce, navigation and fishery.
- 8. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
- 9. Water rights, claims or title to water, whether or not shown by the public records.
- 10. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Mallard Road.

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

Instrument : Deed

Granted To : Pacific Gas and Electric Company, a California corporation and The

Pacific Telephone and Telegraph Company, a California corporation

For : Installation and maintenance of underground wires, cables, pipelines,

conduits and other related fixtures

Recorded : September 28, 1951 in Book 710 of Official Records, Page 39 under

Recorder's Serial Number 16508

Affects : Parcel One, as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Instrument : Deed

Granted To : Pacific Gas and Electric Company, a California corporation

For : Installation and maintenance of underground conduits, riser pipes,

and other structures, apparatus and equipment

Dated : March 8, 1954

Recorded : April 7, 1954 in Book 859 of Official Records, Page 324 under

Recorder's Serial Number 6305

Affects : Parcel One, as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Amount : \$14,000,000.00

Trustor/Borrower : Mallard Pointe 1951, LLC, a Delaware limited liability company
Trustee : Fidelity National Title Insurance Company, a California corporation

Beneficiary/Lender : First Republic Bank Dated : May 11, 2023

Recorded : May 31, 2023 in Official Records under Recorder's Serial Number

2023-0013634

Loan No. : 13-657083-2

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : JPMorgan Chase Bank, National Association

by instrument

Recorded : April 9, 2024 in Official Records under Recorder's Serial

Number 2024-0010087

14. Matters as contained or referred to in an instrument,

Entitled : City of Belvedere Revocable License No. 2024-05

Recorded : July 18, 2024 in Official Records under Recorder's Serial Number

2024-0020438

- 15. Any unrecorded and subsisting leases.
- 16. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

- 17. 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.
- 18. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to: Mallard Pointe 1951, LLC,
  - 1. Satisfactory evidence be furnished of its due formation and continued existence as a limited liability company under the laws of Delaware.
  - 2. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
  - 3. Furnishing a current certified copy of the Certificate of Status Foreign Limited Liability Company (LLC-5) from the State of California Office of the Secretary of State.
  - 4. Recording a certified copy of said LLC-5 and any "amendments thereto".

- 19. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
- 20. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

 Informational Notes	

A. 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 multi-family residence known as 1-22 Mallard Road, Belvedere, CA 94920.

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:

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed

By/From : Water's Edge Apartments, LP, a California limited partnership
To : Mallard Pointe 1951, LLC, a Delaware limited liability company

Recorded : October 20, 2020 in Official Records under Recorder's Serial Number

2020-0047061

C. County recorder will charge an additional \$ 10.00 "Monument User Fee" to record a Grant Deed and other transfer documents using the legal description shown here in.

Page 8 of 10 Pages

# OLD REPUBLIC TITLE COMPANY

		ORDER NO. 0224058862-AB FIRST UPDATED REPORT		
D.	October 17, 2024 The above first Updated Preliminary Report, has been modified for the following:			
	X X X	Taxes Plant Date added DT and item 14		

Page 9 of 10 Pages

### 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

## AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE – 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 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.

#### Exhibit I

### AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE – 2021 (Continued)

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

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.



**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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number and employment information  • Mortgage rates and payments and account balances  • Checking account information and wire transfer instructions  When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons 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

 $\textbf{Go to}\,\underline{\textbf{www.oldrepublictitle.com}}\,(\texttt{Contact Us})$ 



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,</li> </ul>
Why can't I limit all sharing?	affiliates, or other companies.  Federal law gives you the right to limit only:  • Sharing for affiliates' everyday business purposes - information about your creditworthiness  • Affiliates from using your information to market to you  • Sharing for non-affiliates to market toyou  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	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., and Mississippi Valley Title Services Company
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	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Old Republic Title doesn't jointly market.



Affiliates Who May be Delivering This Notice					
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC	
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company	
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	
Old Republic Escrow	Old Republic	Old Republic National	Old Republic Title and	Old Republic National	
of Vancouver, Inc.	Exchange Company	Ancillary Services, Inc.	Escrow of Hawaii, Ltd.	Title Insurance Company	
Old Republic Title Company	Old Republic Title Company of Conroe	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 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.	Trident Land Transfer Company, LLC		

Updated: January 1, 2024

## **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 or lawfully obtained, truthful information that is a matter of public concern, 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 to whom the information has been disclosed, if any.

Category	Examples	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or	Service providers associated with the transaction for a business

	identifier, Internet protocol address, email address, account name, social security number, driver's license number or other similar identifiers  Social security number, driver's license number, passport number cother similar identifiers	Title Agents associated with the transaction	complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	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	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	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

	т .	T		
	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.			
	Social security			
	number,			
	driver's license			
	number or			
	state			
	identification			
	card number,			
	passport			
	number, bank			
	account			
	number,			
	citizenship,			
	immigration			
	status are			
	collected			
Characteristics	Age (40 years	Concumera	Underwriting or	Sonvice
of protected	or older), race,	Consumers,	Underwriting or	Service
classifications	color,	Lenders,	providing other	providers
under	ancestry,	Brokers,	products or services,	associated with
California or	national origin,	Attorneys,	responding to	the transaction
federal law	citizenship,	Real Estate	policyholder/consumer	for a business
	religions or	Agents, and	claims, inquiries or	purpose
	creed, marital	Title Agents	complaints. Other	
-	•	<u> </u>		

	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).  Marital status, sex, physical disability, citizenship is collected	associated with the transaction	audit or operational purposes.	
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	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. Detecting security incidents,	Not Disclosed

	protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
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# What Personal Information We Disclose and Why We Disclose It

The CCPA requires us to tell you what categories of personal information we "sell", "share" 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. We do not share your personal information as that term is defined in the CCPA. When it is necessary for a business purpose, we may disclose your personal information with a service provider or contractor, and we enter into a contract with the service provider or contractor 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 (Including social security number, driver's license number,	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	Service providers associated with the transaction for a business purpose

		T	<u> </u>
and		malicious, deceptive,	
passport		fraudulent, or illegal	
number)		activity. Other audit or	
		operational purposes.	
Personal	Name, signature, social security	Underwriting or	Service
information	number, physical characteristics	providing other	providers
described in	or description, address,	ļ ·	· .
California	telephone number, passport	products or services,	associated with
Customer	number, driver's license or state	responding to	the transaction
Records	identification card number,	policyholder/consumer	for a business
statute (Cal.	insurance policy number,	claims, inquiries or	purpose
Civ. Code §	education, employment,	complaints, detecting	
1798.80(e))	employment history, bank	security incidents,	
	account number, credit card	protecting against	
(Including	number, debit card number, or	malicious, deceptive,	
Social security	any other financial information,	fraudulent, or illegal	
number,	medical information, or health		
driver's license	insurance information.	activity. Other audit or	
number or	"Personal information" does not	operational purposes.	
state	include publicly available		
identification	information that is lawfully		
card number,	made available to the general		
passport	public from federal, state, or		
number, bank	local government records.		
account			
number,			
citizenship,			
and			
immigration			
status)			
Characteristics	Age (40 years or older), race,	Underwriting or	Service
of protected	color, ancestry, national origin,	providing other	
classifications	citizenship, religions or creed,	·	providers
under	marital status, medical	products or services,	associated with
California or	condition, physical or mental	responding to	the transaction
federal law	disability, sex (including gender,	policyholder/consumer	for a business
	gender identity, gender	claims, inquiries or	purpose
(Including	expression, pregnancy or	complaints. Other	
marital status,	childbirth and related medical	audit or operational	
sex,	conditions), sexual orientation,	purposes.	
citizenship,	veteran or military status, or		
and physical	genetic information (including		
disability)	familial genetic information).		
Internet or	Browsing history, search	To provide access to	Not Disclosed
other	history, information about a	certain online	
electronic	consumer's interaction with a		
		services. To	

network activity	website, application, or advertisement.	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	

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.

### **Our Retention of Your Personal Information**

The length of time that we retain personal information largely depends upon the purpose for which the information was collected rather than the category of the information as set forth in this Notice. When establishing retention periods, we consider applicable statutes of limitation and legal and regulatory requirements and guidelines. Personal information is generally retained for periods of time that permit the company to meet its legal and regulatory obligations.

## **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, the
	purposes for which the categories of personal information will be used, and
	whether that information is sold or shared.
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 or commercial purpose for collecting,
	selling or sharing your personal information, 4) the categories of third parties
	to whom we disclose your personal information, 5) the specific pieces of
	information we have collected about you, 6) the categories of personal

	information disclosed about you for a business purpose and the categories of persons to whom your personal information was disclosed for a business purpose, and 7) if we sold or shared personal information, the categories of personal information sold or shared and the categories of third parties to whom it was sold or shared.
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 and contractors 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:  • 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.  • Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate to that purpose. Debug to identify and repair errors that impair existing intended functionality.  • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.  • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.)  • Engage in public or peer reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair the research's completion, if you previously provided informed consent.  • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information.  • Comply with a legal obligation.  • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Correct	You have the right to request that we correct inaccurate personal information about you, taking into account the nature of the personal information and the purposes of the processing of the personal information. After we receive and verify your request, we will use commercially reasonable efforts to correct the inaccurate personal information as directed by you.
Opt-Out of Sale or Sharing	With some limitations, you may direct a business that sells or shares personal information to third parties not to sell or share the personal information to these third parties.  A business may not sell or share 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 consent must come from a parent.

Opt-In to Sale or	
Sharing	
Limit Use of	You may direct a business to limit the use of your sensitive personal
Sensitive Personal	information to that use which is necessary to perform the services or provide
Information	the goods reasonably expected by an average consumer who requests those
	goods or services and certain other limited uses as described in the CCPA and
	applicable regulations.
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</li> </ul>
	through granting discounts or other benefits, or imposing penalties
	<ul> <li>Provide a different level or quality of goods or services</li> </ul>
	<ul> <li>Suggest that you will receive a different price or rate for goods or</li> </ul>
	services or a different level or quality of goods or services

## **To Exercise Your Rights**

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

The CCPA gives consumers the right to direct a business that sells or shares personal information about the consumer to third parties not to sell or share 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. We do not share your personal information as that term is defined in the CCPA.

### To Limit the Use of Sensitive Personal Information

The CCPA gives consumers the right to direct a business to limit the use of the consumer's sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations. We do not use or disclose sensitive personal information for purposes other than those purposes specified in Section 7027, subsection (m) of the California Consumer Privacy Act Regulations. If we begin using or disclosing your sensitive personal information outside of those purposes, then we will provide you with the option to limit our use or disclosure through a clear and conspicuous link on our internet homepage.

# To Request Access to, Correction or Deletion of Your Personal Information

To exercise your access, correction 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 <a href="https://ccpa.oldrepublictitle.com">https://ccpa.oldrepublictitle.com</a>.

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 or send your written request to: <a href="mailto:CCPA@oldrepublictitle.com">CCPA@oldrepublictitle.com</a>, 1-855-557-8437, or 3000 Bayport Drive, Suite 1000 Tampa FL 33707

