

EXHIBIT A

The land referred to is situated in the County of Santa Cruz, City of Felton, State of California, and is described as follows:

PARCEL I:

A part of the South 1/2 of Section 21 in T. 10 S. R. 2 W., M.D.B. & M., and more particularly bounded and described as follows:

Beginning at a 4 inch by 4 inch post in a rock mound standing at the 1/16 section corner of the South boundary of the Northwest 1/4 of said Section 21 and from which a scribed "W.T." on a 8 inch redwood tree bears South 72° 55' West 3.54 feet distant and a "W.T." on a 10 inch redwood stump bears South 61° 34' East 56.13 feet distant; thence running along the 1/16 section line running North and South through the middle of the Southwest 1/4 of said Section 21 South 9° 12' West 408.66 feet to a station in the centerline of a 50.0 foot right of way and from which a 1/2" pipe bears North 0° 12' East 29.04 feet distant; thence leaving said 1/16 section line and along the centerline of 50.0 foot right of way South 59° 12' East 29.35 feet to a station; thence North 36° 06' 15" East 26.03 feet to a 1/2 inch pipe on the Northeasterly side of said 50.0 foot right of way; thence leaving said right of way North 0° 12' East 139.39 feet to a 1/2 inch pipe; thence North 87° 40' East 99.98 feet to a 1/2 inch pipe; thence North 1° 01' East 28.91 feet to a 1/2 inch pipe; thence South 86° 53' East 186.91 feet to a 1/2 inch pipe; thence North 82° 29' East 211.64 feet to a 1/2 inch pipe; thence North 81° 07' 30" East 81.58 feet to a 1/2 inch pipe; thence South 80° 16' East 62.89 feet to a 1/2 inch pipe; thence South 87° 07' East 100.91 feet to a 1/2 inch pipe; thence South 86° 42' East 183.44 feet to a 1/2 inch pipe; thence South 66° 30' East 46.73 feet to a 1/2 inch pipe; thence South 58° 08' East 69.94 feet to a 1/2 inch galvanized pipe found standing at an angle on the Southwesterly boundary of the land conveyed to Frank Tozer, et ux, by deed recorded August 29, 1944 in Volume 483, Page 296, Official Records of Santa Cruz County; thence along the Westerly boundary of said land North 0° 15' Santa Cruz County; thence along the Westerly boundary of said land North 0° 15' East 280.54 feet to the Northwest corner of said land on the 1/4 section line running East and West through the middle of said Section 21; thence along said 1/4 section line South 89° 56' West 1056.46 feet to the place of beginning.

PARCEL II:

A right of way 50 feet in width for roadway purpose, appurtenant to Parcel I as conveyed in the deed from Robert H. Thomsen, et ux., to Roland Rutledge Taylor, et ux., recorded May 12, 1958 in Volume 1184, Page 301, Official Records of Santa Cruz County, the centerline of which is described as follows:

Beginning at the point of beginning of said above described parcel and running thence South 59° 13' East 29.35 feet to a station; thence South 48° 35'-1/2' East 135.65 feet to a station; and South 9° 32'-1/2' East 158.16 feet to a station from which a 1/2 inch pipe bears South 80° 39' West 25.00 feet distant.

PARCEL III:

A non-exclusive right of way, 50 feet in width, appurtenant to Parcel I as conveyed in the deed from Robert H. Thomsen, et ux, to Roland Rutledge Taylor, et ux., recorded May 12, 1958 in Volume 1184, Page 301, Official Records of Santa Cruz County, extending from the centerline of a 50 foot right of way running along the Westerly boundary of the land conveyed to Herbert N. Erickson, et ux, by deed recorded February 20, 1956 in Volume 1060, Page 294, Official Records of Santa Cruz County, Southeasterly to the Easterly boundary of said land, the centerline of said right of way is more particularly bounded and described as follows:

Beginning at a station on the centerline of said above mentioned 50 foot right of way and from which the Northerly end of course reading "North 3° 24' East 221.55 feet to a station from which a "W" on a 17 inch fir tree bears South 26° 21' West 10.80 feet distant and a "W" on a 14 inch redwood tree bears North 4° 6' East 30.82 feet distant" in said above mentioned deed to Erickson bears South 18° 19' West 40.92 feet distant; thence from said place of beginning and leaving said last mentioned 50 foot road on the Westerly boundary of said land of Erickson, South 27° 36' East 190.17 feet to a station; from which a nail in a scribed circle on an 18 inch fir tree bears South 57° 24' West 8.33 feet distant and a nail in a scribed circle on a 13 inch redwood tree bears North 47° 17' East 21.27 feet distant; thence South 59° 12' East 402.52 feet to the Easterly boundary of said above mentioned land of Erickson and from which a 1/2 inch iron pipe bears respectively North 0° 12' East 29.03 feet and South 0° 12' West 29.03 feet distant.

Said right of way being the identical right of way (and none other) as described as a "right of way 50.00 feet in width leading from land lying adjacent to and East of the East boundary of herein described land, through said land herein described Westerly to and 50.00 foot wide right of way leading to the Felton and Bonny Doon Road," in that certain deed from Florence Fetherston to Herbert N. Erickson, et ux., by deed dated February 14, 1956 and recorded February 20, 1956 in Volume 1060, Page 294, Official Records of Santa Cruz County.

PARCEL IV:

A non-exclusive right of way, appurtenant to Parcel One as conveyed in the deed from Robert H. Thomsen, et ux., to Roland Rutledge Taylor, et ux., recorded May 12, 1958 in Volume 1184, Page 301, Official Records of Santa Cruz County, over the following described parcel of land:

Situated in Section 20 and 21, T. 10 S., R. 2 W., M.D.B. & M., and being a strip of land 50.0 feet in width, 25.0 feet at right angles on each side of the following described centerline:

Beginning on the centerline of a 50.0 foot right of way running along the Westerly boundary of the land conveyed to Herbert N. Erickson, et ux, by deed recorded February 20, 1956 in Volume 1060, Page 294, Official Records of Santa Cruz County; and from which the Northerly end of course reading "North 3° 24' East 221.55 feet to a station from which a "W" on a 17 inch fir tree bears South 26° 21' West 10.80 feet distant and a "W" on a 14 inch redwood tree bears North 4° 16' East 30.82 feet distant" in said above mentioned deed bears South 18° 19' West 40.97 feet distant; thence running along the average centerline of a traveled road the following courses and distances: North 18° 19' East 103.93 feet to a spike; North 4° 57' West 70.20 feet to a spike; North 41° 53' West 162.73 feet to a spike; North 11° 15' West 143.66 feet to a spike from which a brad in a 6 inch redwood tree measures 21.97 feet distant and a brad in a 8 inch fir tree 34.17 feet distant; thence running North 28° 52' 30" West 256.79 feet to a spike from which a brad in an 18 inch fir tree measured 10.00 feet distant and a brad in a 4 inch madrone

tree measures 28.45 feet distant; thence running North 60° 14' 30" West 78.59 feet to a spike; thence South 73° 00' 30" West 151.36 feet to a spike; thence South 57° 11' West 90.75 feet to a spike; thence South 7° 00' 30" West 157.64 feet to a spike; thence North 48° 24' 30" West 270.67 feet to a spike; thence South 80° 16' West 115.92 feet to a station from which a stake marked "20 and 21" bears North 16° 26' East 73.90 feet distant; thence continuing South 80° 16' West 10.00 feet to a spike; thence North 73° 53' West 69.31 feet to a spike; thence North 4° 41' 30" East 193.43 feet to a spike; thence North 69° 23' 30" East 88.38 feet to a spike from which a 2 inch by 3 inch post marked "20 and 21" bears South 9° 41' 30" East 65.41 feet distant; thence running North 69° 23' 30" East 74.34 feet to a spike from which a brad in a 6 inch redwood tree measured 24.97 feet distant and a brad in the roof of a 4 pronged tan oak measured 26.19 feet distant; thence running North 33° 40' 30" East 320.07 feet to a spike from which a brad in a 24 inch redwood tree measures 22.18 feet distant and a brad in a 20 inch redwood tree measures 11.64 feet distant; thence continuing along the average centerline of said traveled road North 86° 06' East 214.30 feet to a spike; thence North 75° 41' East 194.71 feet to a spike; thence North 49° 29' 30" East 93.71 feet to a spike; thence North 70° 15' 30" East 230.61 feet to a spike; thence North 10° 01' 30" West 95.52 feet to a spike; from which a brad in a 12 inch redwood tree measures 15.99 feet distant and a brad in a 6 inch live oak tree measures 17.27 feet distant; thence North 5° 19' 30" West 163.83 feet to a spike from which a brad in a 24 inch fir tree measures 18.08 feet distant and a brad in a 16 inch redwood tree measures 13.00 feet distant; thence North 12° 11' West 153.99 feet to a spike; thence North 42° 03' West 100.91 feet to a spike; thence North 0° 17' East 44.44 feet to a spike in the middle of the traveled country road leading from Felton to Bonny Doon.
APN: 064-351-18



OLD REPUBLIC
TITLE COMPANY

2110 S. Bascom Avenue, Ste. 102
Campbell, CA 95008
(408) 371-9950 Fax: (408) 331-3209

PRELIMINARY REPORT

Our Order Number 0631017124-RP

INTERO REAL ESTATE SERVICES
1900 CAMDEN AVE.
SAN JOSE, CA 95124

Attention: STEVE TROTTER

When Replying Please Contact:

Robin Primeau
RPrimeau@ortc.com
(408) 371-9950

Property Address:

1430 Lost Acre Drive, Felton, CA 95018

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the 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 A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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 13, 2010, at 7:30 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0631017124-RP

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

CLTA Standard Coverage Policy -1990; 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 as to Parcel(s) I and an Easement as to Parcel(s) II, III & IV

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

Linda P. Cooper, a single woman, as her sole and separate property

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

PARCEL I:

A part of the South 1/2 of Section 21 in T. 10 S. R. 2 W., M.D.B. & M., and more particularly bounded and described as follows:

Beginning at a 4 inch by 4 inch post in a rock mound standing at the 1/16 section corner of the South boundary of the Northwest 1/4 of said Section 21 and from which a scribed "W.T." on a 8 inch redwood tree bears South 72° 55' West 3.54 feet distant and a "W.T." on a 10 inch redwood stump bears South 61° 34' East 56.13 feet distant; thence running along the 1/16 section line running North and South through the middle of the Southwest 1/4 of said Section 21 South 9° 12' West 408.66 feet to a station in the centerline of a 50.0 foot right of way and from which a 1/2" pipe bears North 0° 12' East 29.04 feet distant; thence leaving said 1/16 section line and along the centerline of 50.0 foot right of way South 59° 12' East 29.35 feet to a station; thence North 36° 06' 15" East 26.03 feet to a 1/2 inch pipe on the Northeasterly side of said 50.0 foot right of way; thence leaving said right of way North 0° 12' East 139.39 feet to a 1/2 inch pipe; thence North 87° 40' East 99.98 feet to a 1/2 inch pipe; thence North 1° 01' East 28.91 feet to a 1/2 inch pipe; thence South 86° 53' East 186.91 feet to a 1/2 inch pipe; thence North 82° 29' East 211.64 feet to a 1/2 inch pipe; thence North 81° 07' 30" East 81.58 feet to a 1/2 inch pipe; thence South 80° 16' East 62.89 feet to a 1/2 inch pipe; thence South 87° 07' East 100.91 feet to a 1/2 inch pipe; thence South 86° 42' East 183.44 feet to a 1/2 inch pipe; thence South 66° 30' East 46.73 feet to a 1/2 inch pipe; thence South 58° 08' East 69.94 feet to a 1/2 inch galvanized pipe found standing at an angle on the Southwesterly boundary of the land conveyed to Frank Tozer, et ux, by deed recorded August 29, 1944 in Volume 483, Page 296, Official Records of Santa Cruz County; thence along the Westerly boundary of said land North 0° 15' Santa Cruz County; thence along the Westerly boundary of said land North 0° 15' East 280.54 feet to the Northwest corner of said land on the 1/4 section line running East and West through the middle of said Section 21; thence along said 1/4 section line South 89° 56' West 1056.46 feet to the place of beginning.

PARCEL II:

A right of way 50 feet in width for roadway purpose, appurtenant to Parcel I as conveyed in the deed from Robert H. Thomsen, et ux., to Roland Rutledge Taylor, et ux., recorded May 12, 1958 in Volume 1184, Page 301, Official Records of Santa Cruz County, the centerline of which is described as follows:

Beginning at the point of beginning of said above described parcel and running thence South 59° 13' East 29.35 feet to a station; thence South 48° 35-1/2' East 135.65 feet to a station; and South 9° 32-1/2' East 158.16 feet to a station from which a 1/2 inch pipe bears South 80° 39' West 25.00 feet distant.

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Said right of way being the identical right of way (and none other) as described as a "right of way 50.00 feet in width leading from land lying adjacent to and East of the East boundary of herein described land, through said land herein described Westerly to and 50.00 foot wide right of way leading to the Felton and Bonny Doon Road," in that certain deed from Florence Fetherston to Herbert N. Erickson, et ux., by deed dated February 14, 1956 and recorded February 20, 1956 in Volume 1060, Page 294, Official Records of Santa Cruz County.

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OLD REPUBLIC TITLE COMPANY
ORDER NO. 0631017124-RP

measured 10.00 feet distant and a brad in a 4 inch madrone tree measures 28.45 feet distant; thence running North 60° 14' 30" West 78.59 feet to a spike; thence South 73° 00' 30" West 151.36 feet to a spike; thence South 57° 11' West 90.75 feet to a spike; thence South 7° 00' 30" West 157.64 feet to a spike; thence North 48° 24' 30" West 270.67 feet to a spike; thence South 80° 16' West 115.92 feet to a station from which a stake marked "20 and 21" bears North 16° 26' East 73.90 feet distant; thence continuing South 80° 16' West 10.00 feet to a spike; thence North 73° 53' West 69.31 feet to a spike; thence North 4° 41' 30" East 193.43 feet to a spike; thence North 69° 23' 30" East 88.38 feet to a spike from which a 2 inch by 3 inch post marked "20 and 21" bears South 9° 41' 30" East 65.41 feet distant; thence running North 69° 23' 30" East 74.34 feet to a spike from which a brad in a 6 inch redwood tree measured 24.97 feet distant and a brad in the roof of a 4 pronged tan oak measured 26.19 feet distant; thence running North 33° 40' 30" East 320.07 feet to a spike from which a brad in a 24 inch redwood tree measures 22.18 feet distant and a brad in a 20 inch redwood tree measures 11.64 feet distant; thence continuing along the average centerline of said traveled road North 86° 06' East 214.30 feet to a spike; thence North 75° 41' East 194.71 feet to a spike; thence North 49° 29' 30" East 93.71 feet to a spike; thence North 70° 15' 30" East 230.61 feet to a spike; thence North 10° 01' 30" West 95.52 feet to a spike; from which a brad in a 12 inch redwood tree measures 15.99 feet distant and a brad in a 6 inch live oak tree measures 17.27 feet distant; thence North 5° 19' 30" West 163.83 feet to a spike from which a brad in a 24 inch fir tree measures 18.08 feet distant and a brad in a 16 inch redwood tree measures 13.00 feet distant; thence North 12° 11' West 153.99 feet to a spike; thence North 42° 03' West 100.91 feet to a spike; thence North 0° 17' East 44.44 feet to a spike in the middle of the traveled country road leading from Felton to Bonny Doon.

APN: 064-351-18

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 2010 - 2011, as follows:

Assessor's Parcel No	:	064-351-18	
Code No.	:	090-045	
1st Installment	:	\$2,004.36	NOT Marked Paid
2nd Installment	:	\$2,004.36	NOT Marked Paid
Land Value	:	\$123,427.00	
Imp. Value	:	\$231,419.00	
Exemption	:	\$7,000.00	Homeowner's

2. 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.

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

4. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Lost Acre Drive.

5. 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 : Felton Water Company, a corporation
For : "water pipelines"
Recorded : September 6, 1927 in Book 110 of Official Records, Page 440
Affects : The portion of said land which was to have been affected by such easement is not identified

6. 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 : Robert H. Thomsen, et ux
For : Roadway and utilities
Recorded : May 12, 1958 in Book 1184 of Official Records, Page 301
Affects : The Southwesterly corner

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

Instrument : Deed
Reserved By : Robert H. Thomsen, et ux
For : "a 50 foot right of way"
Recorded : November 13, 1959 in Book 1283 of Official Records, Page 246
Affects : The portion of said land which was to have been affected by such easement is not identified

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

Instrument : Deed
Reserved By : Robert H. Thomsen, et ux
For : "a 10 foot right of way for public utilities"
Recorded : November 13, 1959 in Book 1283 of Official Records, Page 246
Affects : The portion of said land which was to have been affected by such easement is not identified

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

Instrument : Deed
Reserved By : George T. Duffin, et ux
For : "a right of way over existing roads"
Recorded : May 26, 1961 in Book 1397 of Official Records, Page 194
Affects : The portion of said land which was to have been affected by such easement is not identified

10. Terms and provisions as contained in an instrument

Entitled : Felton Heights Mutual Road & Water Association Agreement
Executed by : Johnny Johnston, et al
Recorded : June 30th, 1994 in Book 5532 of Official Records, Page 539
Returned to Address : c/o Linda Rofer 1121 Lost Acre Drive Felton, CA 95018

Modification thereof, 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.

Executed by : Gabrielle Maire Johnson, et al
Recorded : August 22nd, 1995 in Book 5717 of Official Records, Page 877

11. Liens and charges for upkeep and maintenance as provided in the above mentioned Agreement, if any, where no notice thereof appears on record.

12. Terms and provisions as contained in an instrument

Entitled : By Laws of Felton Heights Mutual Road & Water Association
Executed by : Felton Heights Mutual Road & Water Association, an unincorporated association
Recorded : June 30th, 1994 in Book 5532 of Official Records, Page 615

13. Any question of delivery, defect or invalidity in the title to said land arising out of or occasioned by the Deed,
- From : Curtis M. Cooper, a single man
To : Linda P. Cooper, a single woman, as he sole and separate property
Recorded : January 23, 2007 in Official Records under Recorder's Series Number 2007-0004075
Returned to
Address : 1430 Lost Acre Drive, Felton, CA 95018
14. Any terms or provisions contained in the instrument(s) creating the easement(s) described or referred to in Schedule A which limit the use thereof, anything contained in the policy or endorsements thereto to the contrary notwithstanding.
15. Any liens or charges for upkeep and maintenance as provided in the instrument(s) creating the easement(s) described or referenced to in Schedule A.
16. Any facts, rights, interest or claims which an accurate survey would show of the easement(s) described or referred to in Schedule A, anything contained in the policy or endorsements thereto to the contrary notwithstanding.
17. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,
- Amount : \$507,000.00
Trustor/Borrower : Linda P. Cooper
Trustee : PRLAP, Inc.
Beneficiary/Lender : Bank of America, N.A.
Dated : November 14, 2007
Recorded : [November 21, 2007 in Official Records under Recorder's Series Number 2007-0059307](#)
Loan No. : 6583398125
Returned to : FL9-700-01-01, Jacksonville Post Closing, 9000 Southside Blvd., Bldg. 700, File Receipt Dept., Jacksonville, FL 32256
18. Any unrecorded and subsisting leases.
19. Rights and claims of parties in possession.

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 1430 Lost Acre Drive, Felton, CA 95018.

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:

NONE

Disclosure to Consumer of Available Discounts

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies. You may also be entitled to a discount if you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and if you are obtaining a loan to purchase or refinance your principal residence from a lender that is participating in your respective retirement system's Home Loan Program or if you are a member of either retirement system and you are selling your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or its subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;.
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

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

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

Old Republic Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company.

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

- Information we receive from you such as on applications or other forms.

- Information about your transactions we secure from our files, or from [our affiliates or] others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

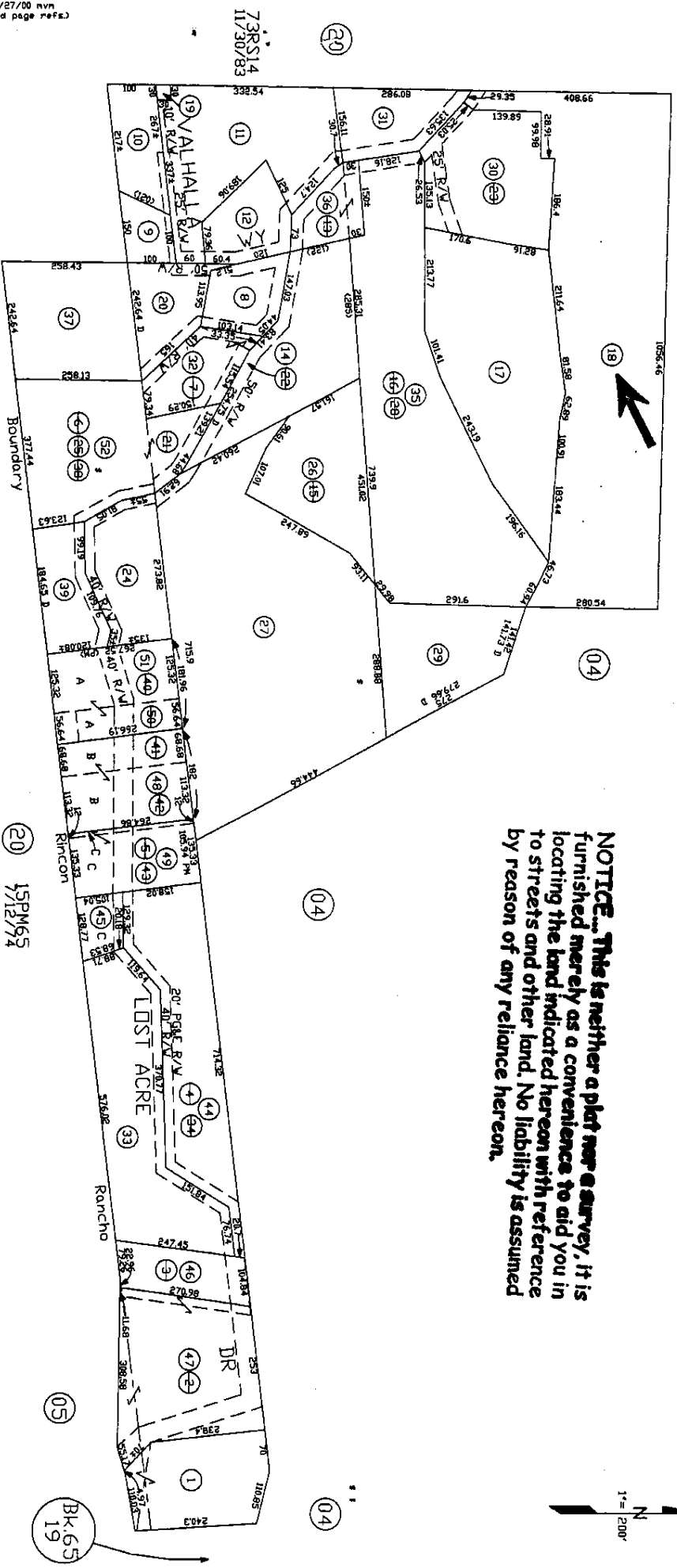
We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



NOTICE... This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

73RS14
 11/30/83

Note - Assessor's Parcel & Block
 Numbers Shown in Circles.

Assessor's Map No. 64-35
 County of Santa Cruz, Calif.
 March, 2000