

CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Dated as of: atNOVEMBER 25, 2008 7:30 AM
Reference: STATE OF CALIFORNIA Order No.: 870015774 - E53
Regarding: 16661 YUCCA ST
HESPERIA, CALIFORNIA 92345

In response to the application for a policy of title insurance referenced herein, Chicago 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

Visit Us On The Web: ChicagoTitle.com

Title Department:

CHICAGO TITLE COMPANY

560 E. HOSPITALITY LANE
SAN BERNARDINO, CA 92408
(909)884-0448 Fax: (909)384-7902

DAN DULIN
Title Officer

PREFP1 -- 06/18/07 AA

SCHEDULE A

Order No: 870015774 E53

Your Ref: STATE OF CALIFORNIA

1.

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

A FEE

2.

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

THE STATE OF CALIFORNIA

3.

The land referred to in this report is situated in the State of California, County of SAN BERNARDINO and is described as follows:

SEE ATTACHED DESCRIPTION

PREA -10/31/97bk

Page 1 DESCRIPTION

Order No. 870015774

870015774870015774

PARCEL 1:

BLOCK 49, TOWN OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 PAGES 21 TO 27, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO HESPERIA GRANGE #682, BY DEED DATED MARCH 25, 1946 AND RECORDED APRIL 17, 1946 IN BOOK 1895 PAGE 263, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID BLOCK 49 WHICH WAS CONVEYED TO HESPERIA SCHOOL DISTRICT BY DEED DATED OCTOBER 20, 1891, AND RECORDED DECEMBER 21, 1891 IN BOOK 144 PAGE 82, OF DEEDS.

ALSO EXCEPT THAT PORTION OF BLOCK 49, MAP NO. 1 OF HESPERIA, AS PER PLAT RECORDED IN BOOK 12 PAGES 21 THROUGH 27, INCLUSIVE OF MAPS, AND THAT PORTION OF YUCCA STREET, AS VACATED, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK 49, BEING ON THE NORTHERLY LINE OF MAIN STREET, 100.00 FEET WIDE;

THENCE NORTH 09° 41' 30" EAST ALONG THE WESTERLY LINE OF SAID BLOCK 49, A DISTANCE OF 49.41 FEET;

THENCE "COURSE A", SOUTH 75° 50' 06" EAST, A DISTANCE OF 145.94 FEET TO A POINT ON A LINE THAT IS 145.00 FEET EASTERLY OF, AND PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK 49;

THENCE SOUTH 09° 41' 30" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 38.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 49 AND THE NORTHERLY LINE OF SAID MAIN STREET;

THENCE NORTH 80° 19' 10" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 49 AND THE NORTHERLY LINE OF SAID MAIN STREET, A DISTANCE OF 145.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID PARCELS 1, 2 AND 3 HEREINABOVE DESCRIBED AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND MINERALS LYING AND BEING MORE THAN 200 FEET BELOW THE RESPECTIVE PRESENT SURFACE ELEVATIONS OF THE PROPERTY HEREIN CONVEYED, WHICH SAID EXCEPTED 1/2 INTEREST COMPRISES, AS TO PORTIONS OF THE

ABOVE DESCRIBED PROPERTY, RIGHTS RESERVED BY THE PREDECESSORS IN INTEREST OF THE HEREIN NAMED GRANTOR, AND TO THE REMAINDER OF THE ABOVE DESCRIBED REAL PROPERTY, COMPRISES TITLE TO SUCH 1/2 INTEREST HEREBY RESERVED BY THE GRANTOR IN AND TO SUCH OIL, GAS AND MINERALS PROVIDED, HOWEVER, THAT SUCH EXCEPTED OWNERSHIP OF SUCH 1/2 INTEREST IN AND TO SUCH OIL, GAS AND MINERALS DOES NOT INCLUDE AND SHALL NOT BE CONSTRUED TO INCLUDE, ANY RIGHT OF ENTRY UPON ANY PART OF THE SURFACE OF THE HEREIN DESCRIBED PROPERTY FOR THE PURPOSE OF EXPLORATION, DEVELOPMENT, DRILLING, STORAGE, OR OTHER ACTIVITY ANCILLARY TO THE REMOVAL OF SUCH OIL, GAS OR MINERALS.

PARCEL 2:

THAT PORTION OF THE EASTERLY 60.00 FEET OF BLOCK 50, TOWN OF HESPERIA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 12 PAGES 21 TO 27, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 50, BEING SITUATED ON THE NORTH

Page 2 DESCRIPTION

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LINE OF MAIN STREET, 100.00 FEET WIDE;
THENCE NORTH 09° 41' 30" EAST, ALONG THE EASTERLY LINE OF SAID BLOCK 50, A
DISTANCE OF 49.41 FEET TO THE TRUE POINT OF BEGINNING;
THENCE "COURSE A" NORTH 75° 50' 06" WEST, A DISTANCE OF 60.18 FEET, TO AN
INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANT 60.00 FEET WEST OF
SAID EASTERLY LINE;
THENCE NORTH 09° 41' 30" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 185.88
FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT 30.00
FEET SOUTHERLY OF THE CENTER LINE OF YUCCA STREET, 60.00 FEET WIDE, AS SHOWN ON
SAID MAP;
THENCE SOUTH 80° 19' 39" EAST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 60.00
FEET TO THE NORTHEAST CORNER OF SAID BLOCK 50;
THENCE SOUTH 09° 41' 30" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 50, A
DISTANCE OF 190.59 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 IN AND TO ALL OIL, GAS AND MINERALS LYING
AND BEING MORE THAN 200 FEET BELOW THE RESPECTIVE PRESENT SURFACE ELEVATIONS OF
THE PROPERTY, PROVIDED, HOWEVER, THAT SUCH EXCEPTED OWNERSHIP OF SUCH 1/2
INTEREST IN AND TO SUCH OIL, GAS AND MINERALS DOES NOT INCLUDE AND SHALL NOT BE
CONSTRUED TO INCLUDE ANY RIGHT OF ENTRY UPON ANY PART OF THE SURFACE OF THE
HEREIN DESCRIBED PROPERTY FOR THE PURPOSE OF EXPLORATION, STORAGE, OR OTHER
ACTIVITY TO THE REMOVAL OF SUCH OIL, GAS OR MINERALS, AS RESERVED IN THE DEED
FROM PIONEER TITLE INSURANCE COMPANY, RECORDED NOVEMBER 29, 1954 AS INSTRUMENT
NO. 129, IN BOOK 3515 PAGE 90 OF OFFICIAL RECORDS.

SCHEDULE B

Page 1

Order No: 870015774 E53 Your Ref: STATE OF CALIFORNIA

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

A 1. SAID LAND IS SHOWN AS EXEMPT ON THE SAN BERNARDINO COUNTY TAX ROLL FOR THE FISCAL YEAR 2008-2009.

B 2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

3. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

D 4. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: HESPERIA REDEVELOPMENT PROJECT

RECORDED: JULY 21, 1993 AS INSTRUMENT NO. 93-310136, OFFICIAL RECORDS

E

END OF SCHEDULE B

F

NOTE NO. 1: THE CHARGE FOR A POLICY OF TITLE INSURANCE, WHEN ISSUED THROUGH THIS TITLE ORDER, WILL BE BASED ON THE BASIC (NOT SHORT-TERM) TITLE INSURANCE RATE.

G

NOTE NO. 2: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE

MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM TWO TO FIVE BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

WIRE TRANSFERS

PREB -10/31/97bk

SCHEDULE B

Page 2 (continued)

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870015774870015774 E53

E53E53 Your Ref: STATE OF CALIFORNIA

STATE OF CALIFORNIA STATE OF CALIFORNIA

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:

WIRE-IN INSTRUCTIONS FOR UNION BANK:

BANK: UNION BANK OF CALIFORNIA

1980 SATURN STREET

MONTEREY PARK, CA 91755

BANK ABA: 122000496

ACCOUNT NAME: CHICAGO TITLE COMPANY

INLAND METRO MARKET CENTER

ACCOUNT NO.: 9120052826

FOR CREDIT TO:

CHICAGO TITLE COMPANY

560 EAST HOSPITALITY LANE

SAN BERNARDINO, CA 92408

FURTHER CREDIT TO:

ORDER NO.: 870015774

DD/DP

PRELIMBC-9/23/93bk

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must -prior to the close of the current transaction -inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

AGN -- 08/14/06 AA

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites.

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from our consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions.

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested.

To an insurance regulatory, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies -We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from

consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties -We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlines herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical , electronic, and procedural safeguards that comply with federal regulation to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information,under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer

Fidelity National Financial, Inc.

601 Riverside Drive

Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

PRIVACYT -- 05/05/08 AA

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, 3. Title Risks: and expenses resulting from: that are created, allowed, or agreed to by you

1. Governmental police power, and the existence or violation of any law or government that are known to you, but not to us, on the Policy Date-unless they appeared in the regulation. This includes building and zoning ordinances and also laws and regulations public records concerning: that result in no loss to you

land use that first affect your title after the Policy Date this does not limit the labor and material improvements on the land lien coverage in Item 8 of Covered Title Risks

land division 4. Failure to pay value for your title.

environmental protection 5. Lack of a right:

This exclusion does not apply to violations or the enforcement of these matters which to any land outside the area specifically described and referred to in Item 3 of Schedule appear in the public records at policy date. A

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered or Title Risks. in streets, alleys, or waterways that touch your land

2. The right to take the land by condemning it, unless: This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

a notice of exercising the right appears in the public records on the Policy Date the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the 3. Any facts about the land which a correct survey would disclose and which are not shown by expenses resulting from: the public records. This does not limit the forced removal coverage in Item 12 of Covered

1. Any rights, interests, or claims of parties in possession of the land not shown by the public Title Risks. records. 4. Any water rights or claims or title to water in or under the land, whether or not shown by the

2. Any easements or liens not shown by the public records. This does not limit the lien public records. coverage in Item 8 of Covered Title Risk.

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 3. Defects, liens, encumbrances, adverse claims, or other matters: will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of: (a) whether or not recorded in the public records at Date of Policy, but created, suffered,

1. (a) Any law, ordinance or governmental regulation (including but not limited to building assumed or agreed to by the insured claimant; and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (b) not known to the Company, not recorded in the public records at Date of Policy, but (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of known to the insured claimant and not disclosed in writing to the Company by the insured any improvement now or hereafter erected on the land; (iii) a separation in ownership or a claimant prior to the date the insured claimant became an insured under this policy;

change in the dimensions or area of the land or any parcel of which the land is or was a part; (c) resulting in no loss or damage to the insured claimant; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or (d) attaching or created subsequent to Date of Policy; or governmental regulations, except to the extent that a notice of the enforcement thereof or a (e) resulting in loss or damage which would not have been sustained if the insured claimant notice of a defect, lien or encumbrance resulting from a violation or alleged violation had paid value for the insured mortgage or for the estate or interest insured by this policy. affecting the land has been recorded in the public records at Date of Policy. 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the (b) Any governmental police power not excluded by (a) above, except to the extent that a insured at Date of Policy, or the inability or failure of any subsequent owner of the notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a indebtedness, to comply with the applicable doing business laws of the state in which the violation or alleged violation affecting the land has been recorded in the public records at land is situated.

Date of Policy. 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the arises out of the transaction evidenced by the insured mortgage and is based upon usury or public records at Date of Policy, but not excluding from coverage any taking which has any consumer credit protection or truth in lending law.

occurred prior to Date of Policy which would be binding on the rights of a purchaser for 6. Any claim, which arises out of the transaction vesting in the insured the estate or interest value without knowledge. 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.

SCHEDULE B, PART I

EXCEPTIONS FROM COVERAGE

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:

PART I

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

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EXCCVRG1 -- 03/29/07 AA

ATTACHED ONE
(Continued)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company improvements under construction or completed at Date of Policy); or will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of: (e) resulting in loss or damage which would not have been sustained if the insured claimant

1. (a) Any law, ordinance or governmental regulation (including but not limited to building had paid value for the insured mortgage. and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of insured at Date of Policy, or the inability or failure of any subsequent owner of the any improvement now or hereafter erected on the land; (iii) a separation in ownership or a indebtedness, to comply with applicable doing business laws of the state in which the land is change in the dimensions or area of the land or any parcel of which the land is or was a part; situated. or (iv) environmental protection, or the effect of any violation of these laws, ordinances or 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which governmental regulations, except to the extent that a notice of the enforcement thereof or a arises out of the transaction evidenced by the insured mortgage and is based upon usury or notice of a defect, lien or encumbrance resulting from a violation or alleged violation any consumer credit protection or truth in lending law. affecting the land has been recorded in the public records at Date of Policy. 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory (b) Any governmental police power not excluded by (a) above, except to the extent that a lien for services, labor or materials over the lien of the insured mortgage) arising from an notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a improvement or work related to the land which is contracted for and commenced violation or alleged violation affecting the land has been recorded in the public records at subsequent to Date of Policy and is not financed in whole or in part by proceeds of the Date of Policy. indebtedness secured by the insured mortgage which at Date of Policy the insured has
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the advanced or is obligated to advance. public records at Date of Policy, but not excluding from coverage any taking which has 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured occurred prior to Date of Policy which would be binding on the rights of a purchaser for by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar value without knowledge. creditors' rights laws, that is based on:
3. Defects, liens, encumbrances, adverse claims, or other matters: (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent (a) created, suffered, assumed or agreed to by the insured claimant; conveyance or fraudulent transfer; or (b) not known to the Company, not recorded in the public records at Date of Policy, but (ii) the subordination of the interest of the insured mortgagee as a result of the application known to the insured claimant and not disclosed in writing to the Company by the insured of the doctrine of equitable subordination; or claimant prior to the date the insured claimant became an insured under this policy; (iii) the transaction creating the interest of the insured mortgagee being deemed a (c) resulting in no loss or damage to the insured claimant; preferential transfer except where the preferential transfer results from the failure: (d) attaching or created subsequent to Date of Policy (except to the extent that this policy (a) to timely record the instrument of transfer; or insures the priority of the lien of the insured mortgage over any statutory lien for services, (b) of such recordation to impart notice to a purchaser for value or a judgement or lien labor or material or to the extent insurance is afforded herein as to assessments for street creditor.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) 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. 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other Proceedings by a public agency which may result in taxes or assessments, or notices of such facts which a correct survey would disclose, and which are not shown by the public records. proceedings, whether or not shown by the records of such agency or by the public records. 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts 2.

Any facts, rights, interests or claims which are not shown by the public records but which authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the could be ascertained by an inspection of the land or which may be asserted by persons in matters excepted under (a), (b) or (c) are shown by the public records. possession thereof.

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company (c) resulting in no loss or damage to the Insured Claimant; will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of: (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to the coverage provided under Covered Risk 11, 13, or 14); or building and zoning) restricting, regulating, prohibiting, or relating to (e) resulting in loss or damage that would not have been sustained if the Insured Claimant (i) the occupancy, use, or enjoyment of the Land; had paid value for the Insured Mortgage.

(ii) the character, dimensions, or location of any improvement erected on the Land; 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an (iii) the subdivision of land; or Insured to comply with applicable doing-business laws of the state where the Land is (iv) environmental protection; situated.

or the effect of any violation of these laws, ordinances, or governmental regulations. This 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the any consumer credit protection or truth-in-lending law.

coverage provided under Covered Risk 6. 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided creditors rights laws, that the transaction creating the lien of the Insured Mortgage, is under Covered Risk 7 or 8. (a) a fraudulent conveyance or fraudulent transfer, or

3. Defects, liens, encumbrances, adverse claims, or other matters (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

(a) created, suffered, assumed, or agreed to by the Insured Claimant; 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but and created or attaching between Date of Policy and the date of recording of the Insured Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage Claimant prior to the date the Insured Claimant became an Insured under this policy; provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the proceedings by a public agency that may result in taxes or assessments, or notices of such Title that would be disclosed by an accurate and complete land survey of the Land and not proceedings, whether or not shown by the records of such agency or by the Public Records. shown by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts be ascertained by an inspection of the Land or that may be asserted by persons in possession authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the of the Land. matters excepted under (a), (b), or (c) are shown by the Public Records.

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ATTACHMENT ONE

(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company 3. Defects, liens, encumbrances, adverse claims, or other matters: will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of: (a) created, suffered, assumed or agreed to by the insured claimant;

1. (a) Any law, ordinance or governmental regulation (including but not limited to building (b) not known to the Company, not recorded in the public records at Date of Policy, but and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to known to the insured claimant and not disclosed in writing to the Company by the insured (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of claimant prior to the date the insured claimant became an insured under this policy; any improvement now or hereafter erected on the land; (iii) a separation in ownership or a (c) resulting in no loss or damage to the insured claimant; change in the dimensions or area of the land or any parcel of which the land is or was a part; (d) attaching or created subsequent to Date of Policy, or or (iv) environmental protection, or the effect of any violation of these laws, ordinances or (e) resulting in loss or damage which would not have been sustained if the insured claimant governmental regulations, except to the extent that a notice of the enforcement thereof or a had paid value for the estate or interest insured by this policy.

notice of a defect, lien or encumbrance resulting from a violation or alleged violation 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest affecting the land has been recorded in the public records at Date of Policy. insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or

(b) Any governmental police power not excluded by (a) above, except to the extent that a similar creditors' rights laws, that is based on: notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a (i) the transaction creating the estate or interest insured by this policy being deemed a violation or alleged violation affecting the land has been recorded in the public records at fraudulent conveyance or fraudulent transfer; or Date of Policy. (ii) the transaction creating the estate or interest insured by this policy being deemed a

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the preferential transfer except where the preferential transfer results from the failure: public records at Date of Policy, but not excluding from coverage any taking which has (a) to timely record the instrument of transfer; or occurred prior to Date of Policy which would be binding on the rights of a purchaser for (b) of such recordation to impart notice to a purchaser for value or a judgement or lien value without knowledge. creditor.

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records. authority that levies taxes or assessments on real property or by the public records. 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other Proceedings by a public agency which may result in taxes or assessments, or notices of such facts which a correct survey would disclose, and which are not shown by the public records. proceedings, whether or not shown by the records of such agency or by the public records. 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts 2.

Any facts, rights, interests or claims which are not shown by the public records but which authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the could be ascertained by an inspection of the land or which may be asserted by persons in matters excepted under (a), (b) or (c) are shown by the public records. possession thereof.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company Known to the Insured Claimant and not disclosed in writing to the Company by the Insured will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of: Claimant prior to the date the Insured Claimant became an Insured under this policy;

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to (c) resulting in no loss or damage to the Insured Claimant; building and zoning) restricting, regulating, prohibiting, or relating to (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit (i) the occupancy, use, or enjoyment of the Land; the coverage provided under Covered Risk 9 and 10); or (ii) the character, dimensions, or location of any improvement erected on the Land; (e) resulting in loss or damage that would not have been sustained if the Insured Claimant (iii) the subdivision of land; or had paid value for the Title. (iv) environmental protection; or the effect of any violation of these laws, ordinances, 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is provided under Covered Risk 5. (a) a fraudulent conveyance or fraudulent transfer; or (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy. coverage provided under Covered Risk 6. 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided and created or attaching between Date of Policy and the date of recording of the deed or under Covered Risk 7 or 8. other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
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

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that may 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) 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the proceedings by a public agency that may result in taxes or assessments, or notices of such Title that would be disclosed by an accurate and complete land survey of the Land and that proceedings, whether or not shown by the records of such agency or by the Public Records. are not shown by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts be ascertained by an inspection of the Land or that may be asserted by persons in possession authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not of the Land. matters excepted under (a), (b), or (c) are shown by the Public Records.

ATTACHMENT ONE

(Continued)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

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

1.
Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2.
The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3.
The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4.
Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date This does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

- 5.

Failure to pay value for Your Title.

6.

Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

Our Maximum Dollar

Your Deductible Amount Limit of Liability

Covered Risk 14: 1.00% of Policy Amount

or

\$2,500.00

(whichever is less)

\$10,000.00

Covered Risk 15: 1.00% of Policy Amount

or

\$5,000.00

(whichever is less)

\$25,000.00

Covered Risk 16: 1.00% of Policy Amount

or

\$5,000.00

(whichever is less)

\$25,000.00

Covered Risk 18: 1.00% of Policy Amount

or

\$2,500.00

(whichever is less)

\$5,000.00

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10-13-01)

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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a

change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
(e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after

Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9.

The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

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