

**COUNTY OF MENDOCINO  
REFUNDING CERTIFICATES OF PARTICIPATION  
2012 SERIES A AND 2012 SERIES B (FEDERALLY TAXABLE)**

**CERTIFICATE OF THE COUNTY**

I, Lloyd Weer, Auditor-Controller of the County of Mendocino (the "County"), acting on behalf of the County, solely in my official capacity and not in my personal capacity, hereby certify in connection with the Removal (as defined in the Original Lease) of certain real property and improvements under the Facility Lease (the "Original Lease"), dated as of May 1, 2012, by and between the County and the Mendocino County Public Facilities Corporation (the "Corporation") entered into in connection with the \$25,760,000 aggregate principal amount of the County of Mendocino Refunding Certificates of Participation, 2012 Series A (the "2012A Certificates") and the \$50,000 aggregate principal amount of the County of Mendocino Refunding Certificates of Participation, 2012 Series B (Federally Taxable) (the "2012B Certificates" and, together with the 2012A Certificates, the "Certificates") that, in accordance with Section 2.06(a) of the Original Lease:

1. Pursuant to the Site Lease, dated as of May 1, 2012 (the "Original Site Lease"), by and between the County and the Corporation, and the Original Lease, the County is amending the Lease to remove certain real property and improvements identified in the attached Exhibit A (the "Removed Property") from the real property and improvements identified in Exhibit A of the Original Lease. The primary street address of the Leased Property is 501 Low Gap Road, Ukiah, California. The Leased Property shall be as provided for in the First Amendment to Site Lease, dated as of [Dated Date], 2020 (the "First Amendment to Site Lease") by and between the County and the Corporation, the First Amendment to Facility Lease, dated as of [Dated Date], 2020 (the "First Amendment to Facility Lease") by and between the Corporation and the County, and the First Amendment to Assignment Agreement, dated as of [Dated Date], 2020 (the "First Amendment to Assignment Agreement"), by and between the Corporation and U.S. Bank National Association, as trustee. At the request of the State of California (the "State") and the City of Ukiah in connection with the design, financing and construction of certain correctional facilities (the "SB 844 Project") by the State on a portion of the Removed Property, certain easements (the "Easements") are to be placed across the Leased Property, which Easements will be Permitted Encumbrances on the Leased Property under the Lease, as amended by the First Amendment to the Lease.

2. Based on appraisals prepared by the County, the current Leased Property is approximately 48.2 acres and the buildings thereon have a total value of approximately \$36.5 million. The Removed Property is 11.7 acres with three (3) buildings thereon. These three (3) buildings have a total value of approximately \$2.4 million. Following the Removal of the Removed Property, the Leased Property will have a total value of approximately \$34.1 million and will consist of 36.5 acres with nine buildings thereon. These buildings are referred to as follows:

County Administration Office  
Environmental Health/Planning & Building Services  
County Jail Complex (Classroom/Training Building)  
County Jail Complex (Adult Detention Facility)  
County Jail Complex (Adult Detention Max Security)  
County Jail Complex (Admin Building)  
County Jail Complex (Kitchen/Laundry Building)  
GEO Reentry Services  
Juvenile Probation

County Admin Center (Storage)

3. The annual fair rental value of the Leased Property after the Removal of the Removed Property and execution of the Easements in each year during the remaining term of this Facility Lease is at least equal to the maximum annual Base Rental Payments payable under the Original Lease attributable to the Leased Property prior to said Removal, as determined by the County on the basis of commercially reasonable evidence of the annual fair rental value of the Leased Property after the Removal.

4. Neither the Removal of the Removed Property or the execution, delivery and performance of the Easements will not interfere with the County's beneficial use and enjoyment of the Leased Property, which Leased Property will retain adequate parking spaces, access routes and an easement sufficient to service all buildings remaining on the Leased Premises after effecting the Removal.

5. The useful economic life of the Leased Property after Removal of the Removed Property is at least equal to the remaining term of the Original Lease.

6. The Leased Property after Removal of the Removed Property and execution of the Easements is integral for performing the County's governmental functions.

7. The County has complied with the covenants contained in clauses (a) and (b) of Sections 6.03 of the Lease with respect to the Leased Property. Attached hereto as Exhibit B are copies of the insurance certificates for the Leased Property.

8. Attached hereto as Exhibit C is evidence that the title insurance in effect immediately prior to the Removal is not affected by the Removal.

9. Attached hereto as Exhibit D is a resolution authorizing the First Amendment to Facility Lease, the First Amendment to Site Lease and the First Amendment to Assignment Agreement.

10. Attached hereto as Exhibit E is the form of opinion of Bond Counsel provided pursuant to Sections 2.06(b)(3) and 2.06(b)(5) of the Original Lease.

IN WITNESS WHEREOF, I hereunto set my hand and deliver this certificate on \_\_\_\_\_ ,  
2021.

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
Lloyd Weer  
Auditor-Controller

**EXHIBIT A**

**DESCRIPTION OF THE REMOVED PROPERTY**

## Legal Description-Area to Be Removed from Leased Property

The land referred to herein below is situated in the City of Ukiah, County of Mendocino, State of California.

Being that portion of the leased property as described in I.N. 2012-06989, Mendocino County Records, described as follows:

Being a portion of the lands of the County of Mendocino as described in Book 26 of Deeds, Page 382, Mendocino County Records, lying in Lot 8 of the Yokayo Rancho as set forth on the Map of the County Farm, filed in Map Case 1, Drawer 3, Page 97, Mendocino County Records, more particularly described as follows:

All that portion of said Lot 8 lying southerly of Low Gap Road; northerly of the northerly line of the lands conveyed in the deed from the County of Mendocino to the City of Ukiah, recorded in Book 2122, Page 182, Official Records of Mendocino County; westerly and southerly of Parcels A and B as designated on that certain Record of Survey filed in Map Case 2, Drawer 24, Page 90-A; and easterly of the following described line:

**Commencing** at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 56°16'35" East, a distance of 204.70 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30, said point also being the **Point of Beginning** of the hereinafter described line; thence the following courses and distances:

- South 17°16'58" West, a distance of 229.43 feet;
- South 72°43'02" East, a distance of 40.17 feet;
- South 17°16'58" West, a distance of 72.67 feet;
- South 72°56'46" East, a distance of 35.30 feet;
- South 17°03'14" West, a distance of 22.94 feet;
- South 72°56'46" East, a distance of 25.68 feet;
- South 17°03'14" West, a distance of 49.07 feet;
- North 72°56'46" West, a distance of 60.52 feet;
- South 17°03'14" West, a distance of 9.19 feet;
- South 72°56'46" East, a distance of 20.02 feet;
- South 06°40'15" East, a distance of 45.61 feet;
- South 17°15'51" West, a distance of 30.08 feet;
- South 16°53'43" East, a distance of 13.80 feet;
- South 83°12'29" West, a distance of 49.99 feet;
- North 72°20'14" West, a distance of 85.00 feet;
- South 17°39'46" West, a distance of 25.00 feet;
- South 09°48'17" East, a distance of 98.66 feet;

- South 69°54'24" East, a distance 38.81 feet;
- South 20°05'36" West to a point on the northerly line of the lands of the City of Ukiah, said line being the centerline of Orr Creek as described in Book 2122, Page 182, Official Records of Mendocino County, and said point being the **Terminus Point** of the herein described line.

*Portion of Assessor's Parcels 001-020-11-00 and 001-020-77-00*

Prepared by,



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**Bradley A. Thomas, PLS 5520**  
LACO File No. 7746.24

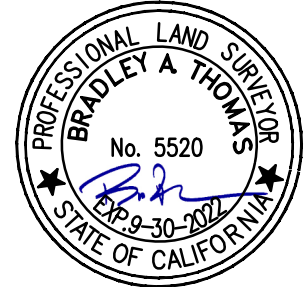


**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

*This sketch is for graphical purposes only.  
Any errors or omissions on this sketch  
shall not affect the deed description.  
The area to be removed from the assignment  
agreement is not shown in its entirety hereon.*

M.C. 2, D. 29, P. 66  
N72°43'51"W 211.33'  
**BASIS OF BEARINGS**

Scale 1" = 100'



Point of Commencement

Southerly Right of Way Line per M.C.1 D.3 P.97

Point of Beginning

**LOW GAP ROAD**

This description applies to lands lying easterly of this line and within APNs 001-020-11-00 & 001-020-77-00

Lease line shown on M.C. 2, D. 47, P. 30 and described in 1669 O.R. 10

**LANDS OF MENDOCINO COUNTY**

	Bearing	Distance
L1	S72°43'02"E	40.17'
L2	S17°16'58"W	72.67'
L3	S72°56'46"E	35.30'
L4	S17°03'14"W	22.94'
L5	S72°56'46"E	25.68'
L6	S17°03'14"W	49.07'
L7	N72°56'46"W	60.52'
L8	S17°03'14"W	9.19'
L9	S72°56'46"E	20.02'
L10	S06°40'15"E	45.61'
L11	S17°15'51"W	30.08'
L12	S16°53'43"E	13.80'
L13	S83°12'29"W	49.99'
L14	N72°20'14"W	85.00'
L15	S17°39'46"W	25.00'
L16	S09°48'17"E	98.66'
L17	S69°54'24"E	38.81'

**LEGEND**

● 1/2" iron pipe plugged LS 3089 per M.C. 2, D. 29, P. 66

Terminus Point  
S20°05'36"W  
to the center of Orr Creek

**LACO ASSOCIATES**

1-800-515-5054

www.lacoassociates.com

FILE NO. 7746.24

**EXHIBIT B**

**INSURANCE CERTIFICATES**

**EXHIBIT C**

**TITLE INSURANCE POLICY**



**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Fidelity National 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 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(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a California corporation.*

**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.**

**Fidelity National Title Insurance Company**

By:



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary

Countersigned By:



\_\_\_\_\_  
Authorized Officer or Agent



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**ISSUING OFFICE:** 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Fidelity National Title Company  
515 S. School Street • Ukiah, CA 95482  
(707)467-9212 • FAX (707)467-9183

**Another Prompt Delivery From Fidelity National Title Company Title Department  
Where Local Experience And Expertise Make A Difference**

**PRELIMINARY REPORT**

**Amendment C**

Title Officer: Russ Hirayama  
Email: [russ.hirayama@titlegroup.fntg.com](mailto:russ.hirayama@titlegroup.fntg.com)  
Title No.: FSNX-5141400064rh

Escrow Officer: Annette Ramsey  
Email: [Annette.Ramsey@fnf.com](mailto:Annette.Ramsey@fnf.com)  
Escrow No.: FSNX-5141400064 A

TO: County of Mendocino  
Mendocino County Jail, Low Gap Road  
Ukiah, CA 95482  
Attn:

**PROPERTY ADDRESS(ES):** Mendocino County Jail, Ukiah, CA

**EFFECTIVE DATE: February 8, 2019 at 07:30 AM**

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

ALTA Loan Policy 2006

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:

**County of Mendocino**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 001-020-11-00 and 001-020-77-00**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 8 on the Official map of the Yokayo Rancho and more particularly set forth on the Survey Map of the County Farm recorded April 7, 1914 in Map Case 1, Drawer 3, Page 97 Mendocino County Records.

Excepting therefrom the following:

- 1) All that portion conveyed in the deed from the County of Mendocino to Spence Anderson recorded May 31, 1945 in Book 184 of Official Records Page 35 Mendocino County Records.
- 2) All that portion conveyed in the deed from the County of Mendocino to Ukiah Farm Labor Association of Ukiah recorded July 25, 1946 in Book 200 of Official Records Page 277 Mendocino County Records.
- 3) All that portion designated as Parcels A, B and C on the survey of portions of the Low Gap County Complex recorded September 27, 1974 in Map Case 2, Drawer 24, Page 90A, Mendocino County Records.
- 4) All that portion conveyed in the deed from the County of Mendocino to the City of Ukiah recorded October 18, 1993 in Book 2122 of Official Records Page 182 Mendocino County Records.

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. Property taxes, including any assessments collected with taxes, to be levied for the fiscal year 2018-2019 and subsequent years. **Taxes are not available at this time.**
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of 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.
4. Any adverse claim based upon the assertion that:
  - a. Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
  - b. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Orr Creek or has been formed by accretion to any such portion.
5. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Orr Creek.
6. 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.
7. Water rights, claims or title to water, whether or not disclosed by the public records.
8. Rights of the public to any portion of the Land lying within the area of any public road or highway.
9. Notes, Recitals, Legends and/or Conditions as contained on the herein mentioned Map.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company  
Purpose: Electrical facilities and communication facilities  
Recording Date: March 22, 1961  
Recording No.: Book 564, Page 160, of Official Records

Reference is hereby made to said document for full particulars.
11. Any rights, interest or claims affecting said land which may exist or arise by reason of the any matter(s) that may be set forth and/or disclosed by a survey plat, filed June 18, 1973 in Map Case 2, Drawer 21, Page 86.
12. Any rights, interest or claims affecting said land which may exist or arise by reason of the any matter(s) that may be set forth and/or disclosed by a survey plat, filed July 22, 1988 in Map Case 2, Drawer 47, Page 30.

**EXCEPTIONS**  
(continued)

13. Any rights, interest or claims affecting said land which may exist or arise by reason of the any matter(s) that may be set forth and/or disclosed by a survey plat, filed December 1, 1993 in Map Case 2, Drawer 58, Page 57.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Ukiah  
Purpose: Water mains  
Recording Date: January 17, 1996  
Recording No.: Book 2303, Page 159, of Official Records

Limitations on the use, by the owners of said Land, of the easement area as set forth in the easement document shown hereinabove.

Reference is hereby made to said document for full particulars.

15. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: May 1, 2012  
Lessor: County of Mendocino  
Lessee: Mendocino County Public Facilities Corporation  
Recording Date: May 8, 2012  
Recording No.: Instrument No. 2012-06989, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

16. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: May 1, 2012  
Lessor: Mendocino County Public Facilities Corporation  
Lessee: County of Mendocino  
Recording Date: May 8, 2012  
Recording No.: Instrument No. 2012-06990, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

17. Matters contained in that certain document

Entitled: Assignment Agreement  
Dated: May 1, 2012  
Executed by: Mendocino County Public Facilities Corporation and U.S. Bank National Association  
Recording Date: May 8, 2012  
Recording No.: Instrument No. 2012-06991, of Official Records

Reference is hereby made to said document for full particulars.

18. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

**EXCEPTIONS**  
(continued)

19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

20. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): **County of Mendocino**

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

21. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

22. Please call the Title Department five (5) days prior to the contemplated closing to determine if additional documents or information is required.

**END OF EXCEPTIONS**

## NOTES

- Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 2.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 5.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

## END OF NOTES



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complain Center:**  
<http://www.ic3.gov>



**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# ATTACHMENT ONE

## 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 or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 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).

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**

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**[PART I**

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

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

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

## **ATTACHMENT ONE (CONTINUED)**

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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:

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

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

## ATTACHMENT ONE (CONTINUED)

### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15) 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, 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, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
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, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. 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 modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. 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 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)**

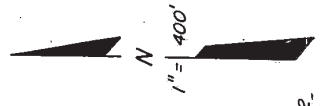
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

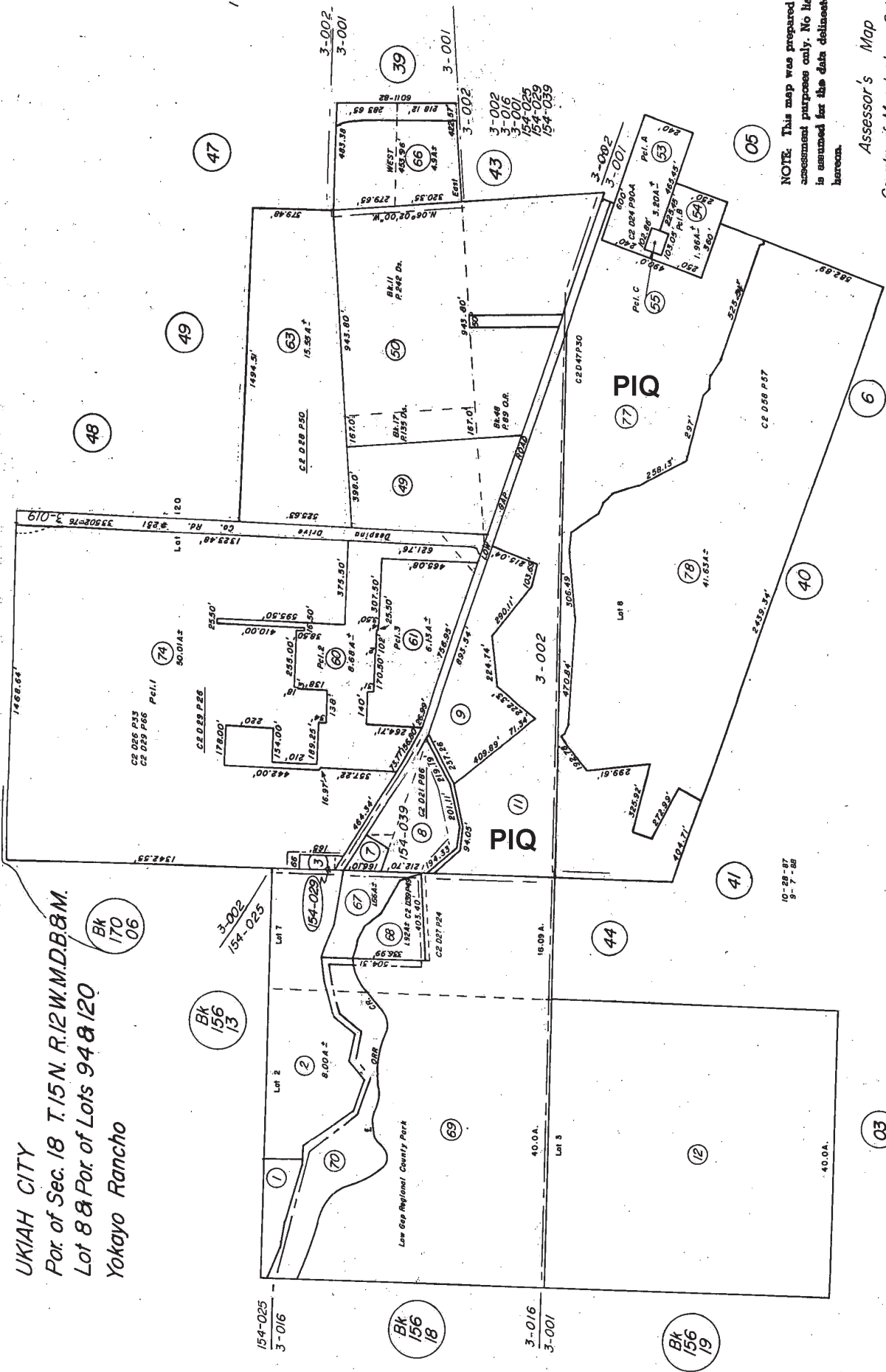
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



UKIAH CITY  
Por. of Sec. 18 T.15 N. R.12 W.M.D.B.&M.  
Lot 8 & Por. of Lots 94 & 120  
Yokayo Rancho



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

Assessor's Map  
County of Mendocino, Calif.  
March, 1948

10-28-87  
9-7-88

**EXHIBIT D**

**COUNTY RESOLUTION**

**EXHIBIT E**

**OPINION OF BOND COUNSEL**

[Date]

Mendocino County Public Facilities Corporation  
Mendocino, California

County of Mendocino  
Mendocino, California

Ladies and Gentlemen:

We have acted as Bond Counsel to the County of Mendocino (the “County”) in connection with the Removal (as defined in the Facility Lease, dated as of May 1, 2012 (the “Original Lease”), by and between the County and the Mendocino County Public Facilities Corporation (the “Corporation”)) of a portion of the Leased Property (as defined in the Original Lease) relating to the \$25,760,000 aggregate principal amount County of Mendocino Refunding Certificates of Participation, 2012 Series A and \$50,000 aggregate principal amount County of Mendocino Refunding Certificates of Participation, 2012 Series B (Federally Taxable) (collectively, the “Bonds”). The Bonds were issued pursuant to an Trust Agreement, dated as of May 1, 2012, by and among the County, the Corporation and U.S. Bank National Association, as trustee (the “Trustee”).

In rendering this opinion, we have examined such documents and matters relating to the foregoing as we deemed necessary or appropriate in order to render this opinion. We have not undertaken to verify through independent investigation the accuracy of the representations made in the foregoing documents. We have further assumed the genuineness and authenticity of all of the foregoing documents and of the signatures set forth thereon.

We are of the opinion that the First Amendment to Site Lease, dated as of [Dated Date] (the “First Amendment to Site Lease”) by and between the County and the Corporation, the First Amendment to Facility Lease, dated as of [Dated Date] (the “First Amendment to Facility Lease”) by and between the Corporation and the County, and the First Amendment to Assignment Agreement, dated as of [Dated Date] (the “First Amendment to Assignment Agreement”), by and between the Corporation and the Trustee, have been duly authorized, executed and delivered by the Corporation and the County, as applicable, and (assuming due authorization, execution and delivery by and validity against the Trustee with respect to the First Amendment to Assignment Agreement) are the respective valid and binding obligations of the Corporation and the County enforceable against the Corporation and the County, as applicable, in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally and that the enforceability of the First Amendment to Site Lease, First Amendment to Facility Lease and the First Amendment to Assignment Agreement are subject to the effect of general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

In order for interest on the Bonds to remain excludable from gross income for federal income tax purposes subsequent to the date the Bonds were issued, it is necessary that applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”) be complied with on a continuous basis. For purposes of this opinion, we have assumed that interest on the Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 the Code and interest on the Bonds is exempt from State of California personal income taxes as of the date of this opinion. We have made no independent investigation as to whether there has been such compliance with respect to the Bonds. This opinion does not constitute a reaffirmation of

our original approving opinion or of any other opinion previously rendered by our firm in connection with the Bonds.

Based on the foregoing, we are of the opinion that under existing law that the Removal of a portion of the Leased Property (as defined in the Original Lease) as provided for in the First Amendment to Site Lease, the First Amendment to Facility Lease, and the First Amendment to Assignment Agreement will not, in and of themselves, cause the interest on the Bonds to be includable in gross income of the owners thereof for federal income tax purposes.

Except as stated in paragraph above, we express no opinion as to any other Federal, state or local tax consequences arising with respect to the Bonds or the ownership or disposition thereof. We render our opinion under existing statutes and court decisions as of the issue date, and we assume no obligation to update, revise or supplement this opinion after the issue date to reflect any action hereafter taken or not taken, or any facts or circumstances, or any change in law or in interpretations thereof, or otherwise, that may hereafter arise or occur, or for any other reason. Furthermore, we express no opinion herein as to the effect of any action hereafter taken or not taken in reliance upon an opinion of counsel other than ourselves on the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

This letter is furnished by us solely for your benefit and it is not to be used, circulated, quoted, or otherwise referred to for any purposes other than the Removal of a portion of the Leased Property and may not be relied upon by any other person or entity without our express written permission.

Very truly yours,

**[FORM OF RELIANCE LETTER]**

**NO ATTORNEY-CLIENT RELATIONSHIP EXISTS  
OR IS CREATED BY RENDERING THIS OPINION**

January \_\_, 2020

Assured Guaranty Municipal Corp.  
New York, New York

U.S. Bank National Association  
San Francisco, California

Ladies and Gentlemen:

We deliver to you herewith a copy of our opinion dated the date hereof relating to the County of Mendocino Refunding Certificates of Participation, 2012 Series A in the aggregate principal amount of \$25,760,000 and the County of Mendocino Refunding Certificates of Participation, 2012 Series B (Federally Taxable) in the aggregate principal amount of \$50,000, in connection with the Removal (as defined in the Facility Lease, dated as of May 1, 2012 (the "Original Lease"), by and between the County of Mendocino and the Mendocino County Public Facilities Corporation) of a portion of the Leased Property (as defined in the Original Lease). You are entitled to rely on such opinion as if the same were addressed to you.

Very truly yours,