



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest 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 of said policy or policies are set forth in Exhibit 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. 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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit 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.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

John H. H. H.



1433 SW 6th Avenue, Portland, OR 97201
(503)646-4444 FAX (503)219-9984

PRELIMINARY REPORT

TITLE OFFICER: James Carter

ORDER NO.: 471818077704

TO: Chicago Title Company of Oregon
Patricia Parsons
1211 SW Fifth Avenue, Suite 2130
Portland, OR 97204

OWNER/SELLER: Liberty Square Associates Limited Partnership

BUYER/BORROWER: Cumberland Holdings, LLC

PROPERTY ADDRESS: 4405-4707 Liberty Road S., Salem, OR 97302

EFFECTIVE DATE: December 24, 2018, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006 Owner's Standard	\$ 11,750,000.00	\$ 17,788.00
Government Lien Search		\$ 140.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee as to Parcels 1, 2, 3 and 4, and an Easement as to Parcel 5

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Liberty Square Associates Limited Partnership, an Oregon limited partnership

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF SALEM, COUNTY OF MARION, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

PARCEL 1:

Beginning at an iron pipe set in the West line of Lot 7, LIBERTY FRUIT FARMS, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, at a point which is South 0°32'10" East 658.48 feet from the Northwest corner of said Lot 7, said point of beginning being North 0°32'10" West 313.69 feet from the center of Section 9 in said Township and Range; and running thence South 75°04'40" East 364.85 feet to an iron pipe set in the Westerly right-of-way line of said Liberty Road; thence Southerly, along the Westerly right-of-way line of said Liberty Road, on a spiral curve to the left (the chord of which bears South 28°47'20" West 95.00 feet), an arc distance of 95.00 feet to an iron pipe; thence North 75°04'40" West 316.57 feet to an iron pipe set in the West line of said Lot 7; thence North 0°32'10" West 95.69 feet, along said West line, to the point of beginning.

EXCEPTING THEREFROM, that portion of the above parcel conveyed to the City of Salem by deed recorded January 14, 1983 in Reel 300, Page 593, Marion County Records.

FURTHER EXCEPTING THEREFROM, that portion conveyed to the City of Salem by deed recorded April 17, 2000 in Reel 1683, Page 597, Marion County Records.

PARCEL 2:

Beginning at an iron pipe in the West line of Lot 7, LIBERTY FRUIT FARMS, Marion County, Oregon, that is 361.68 feet South 0°51'30" East from the Northwest corner of said lot; thence South 74°58'50" East 76.17 feet to an iron pipe; thence North 04°14'10" East 353.97 feet to an iron pipe on the North line of said lot; thence South 75° East, along the North line of said lot, 603.72 feet to the intersection of said North line with the West line of Liberty Road; thence South 29°57'05" West, along the West line 655.23 feet to the intersection of said West line of Liberty Road, with the center line (extended across said Liberty Road) of Hrubetz Road thence North 75°04'35" West, along the center line of Hrubetz Road extended Northwesterly, 364.85 feet to the West line of said Lot 7; thence North 0°38'50" West 296.78 feet to the place of beginning.

EXCEPTING THEREFROM, that portion of the above parcel conveyed to the City of Salem, by deed recorded December 1, 1967 in Book 639, Page 838, Deed Records for Marion County, Oregon, and re-recorded to correct the legal description on March 22, 1972 in Book 722, Page 831, Deed Records, Marion County, Oregon.

FURTHER EXCEPTING THEREFROM, that portion of the above parcel conveyed to the City of Salem by deed recorded January 14, 1983 in Reel 300, Page 593, Marion County Records.

FURTHER EXCEPTING THEREFROM, that portion conveyed to the City of Salem by deed recorded April 17, 2000 in Reel 1683, Pages 599 and 600, Marion County Records.

FURTHER EXCEPTING THEREFROM, that portion conveyed to the City of Salem by deed recorded November 15, 2002 in Reel 2025, Page 464, Marion County Records.

PARCEL 3:

Beginning on the West right-of-way line of Liberty Road, at a point which is 754.15 feet South 0°32'10" East and 316.57 feet South 75°04'40" East from the Northwest corner of Lot 7, LIBERTY FRUIT FARMS, in Marion County, Oregon; thence North 75°04'40" West 316.57 feet; thence South 0°32'10" East 20.75 feet; thence South 75°04'40" East 306.95 feet to a point on said right-of-way line; thence North 26°27'40" East 20.41 feet to the place of beginning.

EXHIBIT "A"
Legal Description

EXCEPTING THEREFROM, that portion of the above parcel conveyed to the City of Salem by deed recorded January 14, 1983 in Reel 300, Page 593, Marion County Records.

FURTHER EXCEPTING THEREFROM, that portion conveyed to the City of Salem by deed recorded April 17, 2000 in Reel 1683, Page 598, Marion County Records.

PARCEL 4:

Beginning at the point of intersection of the South line of Cunningham Lane South, City of Salem, Marion County, Oregon, and the East line of Lot 34, SUNNYSIDE FRUIT FARMS NO.1 in Marion County, Oregon; thence South 0°12' West, along the East line of said lot, 344.09 feet; thence South 75°30' East 76.17 feet; thence North 4°08' East 347.42 feet; thence North 80°19'19" West 100 feet to the place of beginning.

EXCEPTING THEREFROM, that portion of the above parcel conveyed to the City of Salem, by deed recorded December 1, 1967 in Book 639, Page 838, Deed Records for Marion County, Oregon, and re-recorded to correct the legal description on March 22, 1972 in Book 722, Page 831, Deed Records, Marion County, Oregon.

FURTHER EXCEPTING THEREFROM, that portion of the above parcel conveyed to the City of Salem by deed recorded January 14, 1983 in Reel 300, Page 593, Marion County Records.

PARCEL 5:

A non-exclusive easement for driveway use, in common with adjacent property owners per Marion County Deed references Reel 223, Pages 584, 587, 597, 601, 604 and 608, described as follows:

Beginning at a point 754.17 feet South 0°32'10" East of the Northwest corner of Lot 7, Liberty Fruit Farms in Marion County, Oregon; thence South 75°04'40" East 316.45 feet to a point on the Westerly right-of-way line of Liberty Road, which point is the true point of beginning; thence North 75°04'40" West 155.13 feet to a point; thence South 15°06'10" West 8.00 feet to a spike; thence North 74°53'10" West 88.25 feet to a spike; thence South 15°06'10" West 24.00 feet to a point; thence South 74°53'50" East 91.38 feet to a spike; thence South 60°41' West 4.02 feet to a point; thence South 75°09' East 34.45 feet to a point (which point is the Northwest corner of the Erickson Parking Easement dated July 18, 1980 and recorded August 22, 1980); thence South 75°09' East, along the North line of said Erickson parking Easement, 113.69 feet to a point on the West right-of-way line of Liberty Road; thence North 26°27'40" East 34.56 feet to the point of beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

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 by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. The subject property is partially under public, charitable, fraternal, or religious organization occupancy and is partially exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: R81244
Map No.: 083W09AC04300

Affects: Portion of Parcel 1 leased to a non-profit entity.

7. City Liens, if any, in favor of the City of Salem. None found as of December 24, 2018.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sunnyslope Manor Oreg. LTD (owner of adjoining property)
Purpose: Sewer line
Recording Date: August 16, 1972
Recording No: Volume 733, Page 71
Affects: Parcel 4

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

Granted to: Pacific Northwest Bell Telephone Company
Purpose: Underground communication facilities and appurtenances
Recording Date: January 5, 1973
Recording No: Volume 742, Page 405
Affects: Parcel 2 - See document for specifics

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

Granted to: Pacific Northwest Bell Telephone Company
Purpose: Communication terminal and associated equipment
Recording Date: January 16, 1976
Recording No: Reel 34, Page 1036
Affects: Parcel 2 - See document for specifics

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

Granted to: Owners of adjoining property
Purpose: Driveway
Recording Date: August 22, 1980
Recording No: Reel 223, Page 584
Affects: Parcel 3

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

Granted to: Owners of adjoining property
Purpose: Driveway
Recording Date: August 22, 1980
Recording No: Reel 223, Page 587
Affects: Parcel 3

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

Granted to: Owners of adjoining property
Purpose: Driveway
Recording Date: August 22, 1980
Recording No: Reel 223, Page 597
Affects: Parcel 3

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

Granted to: Owners of adjoining property
Purpose: Driveway
Recording Date: August 22, 1980
Recording No: Reel 223, Page 601
Affects: Parcel 3

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

Granted to: Owners of adjoining property
Purpose: Driveway
Recording Date: August 22, 1980
Recording No: Reel 223, Page 604
Affects: Parcel 3

16. Driveway Maintenance Agreement, including the terms and provisions thereof,

Recording Date: August 22, 1980
Recording No.: Reel 223, Page 608

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 597
Affects: Parcel 1

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 598
Affects: Parcel 3

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 599
Affects: Parcel 2

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 600
Affects: Parcel 2

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 601
Affects: Parcel 2

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 602
Affects: Parcel 2

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 603
Affects: Parcel 3

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

Granted to: City of Salem
Purpose: Public utilities
Recording Date: April 17, 2000
Recording No: Reel 1683, Page 604
Affects: Parcel 1

25. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease
Lessor: Liberty Square Associates Limited Partnership
Lessee: Subway Real Estate Corp.
Recording Date: December 28, 2010
Recording No: Reel 3245, Page 486

Affects: A portion of Parcel 2.

26. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$8,000,000.00
Dated: November 10, 2015
Trustor/Grantor: Liberty Square Associates Limited Partnership, an Oregon limited partnership
Trustee: Chicago Title Insurance Company
Beneficiary: Barclays Bank PLC, a public company registered in England and Wales
Loan No.: 00009038
Recording Date: November 10, 2015
Recording No.: Reel 3759, Page 17

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Wilmington Trust, National Association, as Trustee for the benefit of the registered holders of JPMCC Commercial Mortgage Securities Trust 2015-JP1, Commercial Mortgage Pass-Through Certificates, Series 2015-JP1
Loan No.: 2435.007
Recording Date: February 17, 2016
Recording No.: Reel 3783, Page 168

An assignment of all the moneys due, or to become due as rental, as additional security for the obligations secured by deed of trust shown above

Assigned to: Barclays Bank PLC, a public company registered in England and Wales
Recording Date: November 10, 2015
Recording No: Reel 3759, Page 18

An assignment of the security interest under said assignment which names:

Assignee: Wilmington Trust, National Association, as Trustee for the benefit of the registered holders of JPMCC Commercial Mortgage Securities Trust 2015-JP1, Commercial Mortgage Pass-Through Certificates, Series 2015-JP1
Recording Date: February 17, 2016
Recording No.: Reel 3783, Page 169

27. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 15033
Dated: October 2, 2015
Prepared by: JRN Civil Engineering
Matters shown:

- A) Chain link fence lies 4.4 feet Northerly of the property line.
B) Building lies over 5 foot street setback line.

28. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Name: Liberty Square Associates Limited Partnership

- a) A complete copy of the limited partnership agreement and any amendments and restatements thereto.
- b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin.
- c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the documents referred to above.

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

29. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

30. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

- a) The rights of tenants holding under unrecorded leases or tenancies
- b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
- c) Any facts which would be disclosed by an accurate survey of the Land

31. 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.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$22,659.64
Levy Code: 92401000
Account No.: R81244
Map No.: 083W09AC04300

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Parcel 1.

- B. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$9,055.56
Levy Code: 92401000
Account No.: R81237
Map No.: 083W09AC04100

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: A portion of Parcel 2.

- C. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$1,279.52
Levy Code: 92401000
Account No.: R81238
Map No.: 083W09AC04000

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: A portion of Parcel 2.

- D. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$8,821.73
Levy Code: 92401000
Account No.: R81239
Map No.: 083W09AC04000A1

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Improvements assessed to US National Bank of Oregon and located on a portion of Parcel 2.

- E. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$9,742.50
Levy Code: 92401000
Account No.: R81243
Map No.: 083W09AC04200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: A portion of Parcel 2.

- F. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$103,300.82
Levy Code: 92401000
Account No.: R81240
Map No.: 083W09AC03900

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Balance of Parcel 2.

- G. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$702.06
Levy Code: 92401000
Account No.: R81247
Map No.: 083W09AC04400

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Parcel 3.

- H. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$4,031.06
Levy Code: 92401000
Account No.: R81242
Map No.: 083W09AC03800

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Parcel 4.

- I. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- J. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- K. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Cumberland Holdings, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- L. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Cumberland Holdings, LLC, a Delaware limited liability company

- M. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	\$86.00	\$5.00
Benton	\$108.00	\$5.00
Polk	\$91.00	\$5.00
Linn	\$105.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address:

Portland Title Group
Attn: Recorder
1433 SW 6th Ave.
Portland, OR. 97201

- N. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- O. 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.
- P. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- Q. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- R. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

EXHIBIT ONE

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 will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - 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;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - 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.

SCHEDULE B - GENERAL 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:

- 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.
- 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 by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

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 will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - 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;

- resulting in no loss or damage to the Insured Claimant;
 - 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
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - 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.

SCHEDULE B - GENERAL 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:

- 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.
- 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 by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



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, by phone to (888) 934-3354, or by mail to:

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