

OFFICE OF
THE CITY ATTORNEY
CITY OF SAN DIEGO
MARA W. ELLIOTT
CITY ATTORNEY

1200 THIRD AVENUE, SUITE 1620
SAN DIEGO, CALIFORNIA 92101-4178
TELEPHONE (619) 236-6220
FAX (619) 236-7215

June 20, 2022

REPORT TO HONORABLE MAYOR AND COUNCILMEMBERS

**ANALYSIS OF PROPOSED SETTLEMENT AGREEMENT INVOLVING THE CITY'S
ACQUISITION OF THE CIVIC CENTER PLAZA AND 101 ASH STREET PROPERTIES**

INTRODUCTION

On June 27, 2022, the San Diego City Council (Council) will be asked to consider approval of the proposed Settlement Agreement and Mutual Release (Agreement),¹ attached, which would resolve certain claims relating to the Civic Center Plaza (CCP) and 101 Ash Street properties in downtown San Diego.² This matter is scheduled to go to trial on January 23, 2023.

This Report explains the material provisions and main consequences of the Agreement, so that the Council can make an informed decision whether to approve the Agreement. For the reasons explained in Part II and elsewhere in this Report, this Office strongly recommends that the Council reject the proposed Agreement, which has several significant disadvantages to the City and does not adequately protect the City's legal and financial interests.³ In addition to reviewing this Report, the Council should carefully review the entire Agreement, the staff report accompanying the Agreement (Staff Report), the proposed resolution approving the Agreement, and all related docket materials. This Report focuses on the Agreement's material provisions, is not intended to summarize every contractual provision, and should not be used as a substitute for careful review of the entire Agreement.

ANALYSIS

I. OVERVIEW OF AGREEMENT

The parties to the Agreement (Parties) include the City, Cisterra Partners, LLC and its affiliates (Cisterra), and CGA Capital and its affiliates (Lender). No other persons or entities are part of the settlement memorialized in the Agreement. For example, the non-settling parties include: (a) Jason Hughes (Hughes), the City's prior "volunteer" real estate consultant; (b) Hughes Marino, Inc. (Hughes' company); (c) any contractors involved in the 101 Ash

¹ Unless otherwise specified, all section references in this Report are to specific sections in the Agreement.

² For the sake of brevity, all capitalized terms in this Report have the same meaning ascribed to them in the Agreement. If the definition of any specific capitalized term is not obvious, this Report will explain the definition.

³ As described in Section 12.9 of the Agreement, if the City Council Authorization occurs (i.e., the Agreement is approved by the Council and the Mayor), the City Attorney will sign the Agreement as to form only as required under San Diego Charter section 40.

Renovations (i.e., interior building renovations that occurred after the City became a tenant at the 101 Ash Property); (d) any plaintiffs alleging injuries as a result of the 101 Ash Renovations or their presence on the 101 Ash Property; and (e) the plaintiff in the Gordon Lawsuit.

Through the Agreement, the Parties would resolve the pending litigation and all related claims among them pertaining to the Prior CCP Transactions and the Prior 101 Ash Transactions involving the 20-year lease-to-own contracts between the City and Cisterra, financed by the Lender (collectively, Prior Transactions), as well as the 101 Ash Renovations (collectively, Dispute).⁴ Under Sections 1 through 3 of the Agreement, the Parties would provide instructions to an independent Escrow Agent to facilitate the Closing,⁵ which would include: (i) Cisterra's conveyance of the CCP Property and the 101 Ash Property (collectively, Properties) to the Lender; (ii) the termination of the CCP Lease and the 101 Ash Lease (each a 20-year lease-to-own agreement) between Cisterra and the City; (iii) the Lender's conveyance of the Properties to the City; (iv) the termination of the CCP Financing Documents and the 101 Ash Financing Documents relating to a loan issued by the Lender to Cisterra for Cisterra's original acquisition of the Properties; (v) the City's payment to the Lender of the CCP Purchase Price in the estimated amount of approximately \$46.1 million and the 101 Ash Purchase Price in the estimated amount of approximately \$85.7 million, assuming the Closing occurs by the target date of July 11, 2022; and (vi) Cisterra's payment of the first of two installments for the City's benefit to disgorge Cisterra's profits of \$7,452,500 from the Prior 101 Ash Transactions. The City would accept title to the Properties upon the Closing in their "as-is" condition, subject to all existing faults and defects.

Upon the Closing, the Parties would mutually release each other from all Claims arising from or related to the Dispute and covenant not to sue each other with respect to the released Claims.⁶ The City would agree to defend and indemnify Cisterra, the Lender, and their respective affiliates from and against all Claims relating to the Properties and the Dispute, except for any claims initiated by Hughes or related entities. The City's obligation to defend and indemnify Cisterra, the Lender, and their affiliates will extend to any fraud, intentional misconduct, gross negligence, or any other conduct of these parties with respect to the Dispute. Shortly after the Closing, the Parties would dismiss with prejudice all litigation claims between them.

⁴ Under Recital Q of the Agreement, the "Dispute" encompasses all pending and future litigation or other Claims involving the Prior Transactions or the 101 Ash Renovations.

⁵ Section 2 of the Agreement describes the steps involved in closing the contemplated transactions.

⁶ Under Section 10.1(f) of the Agreement, "Claims" are defined broadly to include "any claims, causes of action, rights, demands, actions, suits, proceedings, damages, debts, liabilities, losses, obligations, costs and expenses (including reasonable attorneys' fees and court costs), and judgments, whether known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, of any kind or nature whatsoever, including claims for contribution or indemnity."

II. RECOMMENDED REJECTION OF AGREEMENT

While the Agreement provides certain benefits to the City as outlined in the Staff Report, the Agreement presents several significant disadvantages to the City and does not adequately protect the City's legal and financial interests. This Office's main objections and concerns with respect to the Agreement include:

- **Cisterra's retention of ill-gotten gains.** The Agreement would allow Cisterra to retain 100 percent of its profits – approximately \$6.2 million – from the Prior CCP Transactions even though the City alleges those transactions are void under California Government Code section 1090 (Section 1090) because Hughes, who owed the City his complete allegiance, had a forbidden financial interest in the transactions and conspired with Cisterra to hide their secret financial arrangement, all to the City's substantial detriment. Under Section 1090, those profits should be disgorged to the City.
- **City's absorption of legal costs and potential damages.** The Agreement would require the City to defend and indemnify Cisterra, the Lender, and their respective affiliates with respect to any Claims that now exist or may arise in connection with the Dispute, except for Claims initiated by Hughes or related entities. The City's broad defense and indemnification obligation under the Agreement is not justified and would result in the City absorbing additional legal defense costs and potential monetary damages in an uncertain, but likely substantial, amount. Further, the City will not recover a dime of the significant attorney fees and costs it has expended thus far.
- **Incomplete resolution of the Dispute.** If the Agreement is approved, the City would not achieve anything close to a global resolution of the Dispute and would not put an end to an ugly chapter in its history stemming from highly imprudent decisions made during the prior Mayoral administration. The City would remain responsible for defending current claims and any future claims related to the Prior Transactions and the 101 Ash Renovations, including the plaintiffs' claims in several lawsuits for alleged exposure to asbestos-containing materials (asbestos).
- **Allocation of risk to City.** Under the Agreement, the City will accept fee title ownership of the Properties in their "as-is" condition, with all faults and defects. In other words, the City would assume full responsibility to address any problems or defects, whether known or unknown, with respect to the condition of the Properties. The City is already aware that, regardless of whether the building on the 101 Ash Property is demolished or renovated to allow future occupancy, the City will need to conduct some level of asbestos remediation of the building. In addition, if the building is renovated to allow future occupancy, the City will need to complete the repair or replacement of defective systems in the building, at substantial additional cost.

- **Inadequate due diligence.** The City has conducted virtually no meaningful due diligence (or, at a minimum, has not disclosed the outcome of any due diligence efforts) regarding the physical condition of the buildings on the CCP Property, including the King-Chavez Community High School building that is not presently occupied by the City. This oversight contradicts City management's written promise in a July 2021 response to the City Auditor's audit to provide the Council with meaningful due diligence information before asking the Council to approve any major building acquisitions.
- **No compelling need to settle before investigations are completed.** Under the Agreement, the City would release and covenant not to sue or pursue any proceedings (including debarment) against Cisterra, the Lender, and their respective affiliates for all Claims pertaining to the Prior Transactions, the 101 Ash Renovations, and the condition of the Properties. The City will be forever barred from pursuing any legal actions against Cisterra or the Lender relating to the Dispute, even if the City later discovers new information that divulges a higher degree of culpability on the part of Cisterra or the Lender than currently known to the City. Among other claims, the City would forfeit its strong legal claim to void the Agreement on the basis of the alleged violation of Section 1090, which prohibits financial conflicts of interest in the formation of any public contract. Entering into the Agreement now is premature, given that discovery in the pending lawsuits is still ongoing, and the City may uncover additional evidence that could further bolster the City's allegations against Cisterra in particular. The City's opportunity to reach a settlement with Cisterra and the Lender will remain intact in the future, and the City will likely have stronger negotiating leverage in settlement talks after additional discovery and investigative efforts are completed.
- **No deterrence of future bad acts harmful to City.** The disgorgement of \$7,425,000 from Cisterra will not deter future bad acts by those doing business with the City and will fail to make taxpayers whole. The City will receive nothing from the Lender other than a waiver of prepayment penalties on outstanding loans, and will receive from Cisterra less than Hughes, who walked away with \$9,400,000 in taxpayer money. Taxpayers will still need to litigate claims against Hughes, his company, the contractors, and the insurance companies, while defending a litany of personal injury cases relating to alleged asbestos exposure and other claims. This will exhaust City Attorney resources and drain the General Fund, as the City will need to continue employing outside counsel to defend the City, Cisterra, the Lender, and their affiliates.

- **No plan for 101 Ash.** The City would purchase the 101 Ash Property without a plan or timeline for its occupation by City employees or its potential future redevelopment and coincides with the City's plan to offers employees a teleworking option⁷ that reflects the post-pandemic workplace. Other than laying out conceptual options, the Staff Report provides no determination of how the City's acquisition of the Properties, particularly the 101 Ash building, will fit into the City's strategic plan and no determination of what the Properties will be used for and to what extent the existing buildings meet the City's objective.
- **No opportunity for meaningful public review.** Sufficient public outreach concerning the City's plans for use of the Properties has not occurred and the approval process for the Agreement is being fast-tracked without explanation or justification.⁸

III. SECTION 1 OF AGREEMENT

The Parties will mutually appoint Chicago Title Company to serve as the independent Escrow Agent to facilitate the Closing of the real property transactions described in Section 2 of the Agreement. Chicago Title Company, a nationally recognized title and escrow company, has assisted the City in various prior real property closings, including the City's sale of the Mission Valley stadium site to San Diego State University in August 2020. As the Escrow Agent, Chicago Title Company will follow the escrow instructions contained in the Agreement, together with any supplemental or additional escrow instructions signed by the Parties, to coordinate the Closing by the Parties' target date of July 11, 2022, but no later than July 29, 2022.

IV. SECTION 2

A. **Current Status.** Cisterra's affiliate currently owns fee title to the Properties and, acting as a landlord, leases the Properties to the City under separate 20-year lease-to-own contracts (defined in the Agreement as the CCP Lease and the 101 Ash Lease). Cisterra's affiliate obtained a loan from the Lender for the original acquisition of each Property, and the Lender caused a deed of trust and other security instruments to be recorded in the County of San Diego (County) land records to secure repayment of each loan (defined in the Agreement as the CCP Financing Documents and the 101 Ash Financing Documents). The Lender has applied the City's monthly rent or occupancy payments under the CCP Lease and the 101 Ash Lease to reduce the outstanding loan balance owed by Cisterra with respect to each Property. In light of the City's assertion in the 101 Ash Lawsuit that the 101 Ash Lease is void and that the 101 Ash Property is unfit for occupancy, the City has not made monthly rent payments under the 101 Ash

⁷ Under the City's draft Administrative Regulation, teleworking would be used to increase productivity, effectively use staff work time, promote efficient use of resources, enhance employee engagement, improve employee morale, and reduce traffic and greenhouse gas emissions in support of the City's Climate Action Plan.

⁸ In addition to the objections and concerns raised in this Report, the Council may wish to rely on input from the Office of the Independent Budget Analyst or an outside consultant as to the basic economics of the proposed transactions in the Agreement, such as whether the CCP Purchase Price and the 101 Ash Purchase Price are reasonable dollar amounts in light of all available information regarding the condition and value of the Properties.

Lease since September 2020. The City has, however, placed the equivalent of monthly rent under the 101 Ash Lease into an escrow account pending resolution of the Dispute.

B. **Purpose of Section 2.** Section 2 describes a series of real property transactions that will occur simultaneously upon the Closing. Once the Closing occurs, the City will become the fee title owner of the Properties, and the Properties will not be subject to any leases with Cisterra or its affiliates or any indebtedness owed to the Lender or its affiliates.⁹

C. **Sections 2.1 through 2.6.** Upon the Closing, (i) Cisterra's affiliates will convey to the Lender's affiliates fee title ownership of the Properties, subject to the existing leases and financing documents; (ii) the Parties will terminate the CCP Lease and the 101 Ash Lease; and (iii) the Parties will confirm the full payment and satisfaction of the CCP Loan and the 101 Ash Loan, as well as the termination of the CCP Financing Documents and the 101 Ash Financing Documents (i.e., the documents securing Cisterra's repayment of the Lender's loans used by Cisterra to acquire ownership of the Properties several years ago).

D. **Sections 2.7 through 2.10.** Upon the Closing, Lender's affiliates will convey to the City fee title ownership of each Property in its "as-is, where-is condition, without representation or warranty." This "as-is" language means that the City will accept the Properties in their current condition, with all defects and flaws, whether known or unknown to the City, and will be responsible for the costs of addressing any defects and flaws (including, for example, any asbestos contamination or other environmental contamination, and any defective or substandard building systems), subject to the City's potential monetary recovery under existing insurance policies or through litigation against contractors or other entities involved in the 101 Ash Renovations. The estimated CCP Purchase Price is approximately \$46.1 million, and the estimated 101 Ash Purchase Price is approximately \$85.7 million. If the Closing occurs after the target date of July 11, 2022, the CCP Purchase Price will increase by \$4,350.57 per day, and the 101 Ash Purchase Price will increase by \$7,050.43 per day. The final purchase price for each Property will equal the outstanding loan amount encumbering the Property, calculated on a daily prorated basis under the CCP Financing Documents or the 101 Ash Financing Documents, respectively, plus any late fees on rent payments owed under the CCP Lease or the 101 Ash Lease, respectively. The purchase price for each Property will exclude any prepayment penalties or yield maintenance fees, resulting in avoidance of substantial early purchase costs to the City as explained in the Staff Report. The City's acceptance of fee title to the Properties will not be subject to any existing leases or financing documents (i.e., the CCP Lease, the 101 Ash Lease, the CCP Financing Documents, or the 101 Ash Financing Documents) or any third party possessory rights, except for any existing tenants or subtenants of the City on the CCP Property. As described in the Staff Report, however, the City will pay to the Lender an aggregate total of nearly \$1,000,000 in late fees and penalties for withholding rent on the CCP and 101 Ash Street buildings, an action that would not be required in a successful Section 1090 action.

⁹ Fee title generally refers to an absolute ownership interest in real property, without limitations or restrictions. The City currently owns a leasehold interest in the Properties under the 20-year lease-to-own contracts. Upon the Closing, the City will become the fee title owner of the Properties, and its leasehold interest will be terminated.

V. SECTION 3

Under the Agreement, all of Cisterra's profits from the Prior 101 Ash Transactions, in the total amount of \$7,452,500, will be disgorged for the City's benefit.¹⁰ Upon the Closing, Cisterra will make a first installment payment through Escrow, in the amount of \$2,626,250, to be applied as a credit toward payment of the 101 Ash Purchase Price. Cisterra will be required to make a second installment payment directly to the City, in the amount of \$4,826,250, on or before June 30, 2023, enabling Cisterra to defer payment of approximately 65 percent of its ill-gotten gains from the Prior 101 Ash Transactions. Cisterra would not agree to provide any typical security for full payment of the second installment amount, such as a letter of credit, an interest in real property collateral, or a personal guaranty from Steve Black or any other Cisterra principal. However, Cisterra has agreed in Section 3 that, if Cisterra fails to pay the second installment amount in full by June 30, 2023, any remaining balance of the second installment amount will accrue interest at the annual rate of 10 percent on a retroactive basis from the Effective Date of the Agreement (likely a date in late June or early July 2022). While this relatively high interest rate should incentivize Cisterra to timely pay the second installment amount, the City could be forced to pursue a time-consuming legal process to recover any unpaid amount. Also, due to the absence of any collateral or other security for Cisterra's payment of the deferred amount, the City (as an unsecured creditor) may be unable to collect some or all of that amount if Cisterra files a bankruptcy petition or otherwise becomes insolvent. Under Section 14.8 of the Agreement, the City could seek to recover any attorney fees and court costs incurred in a future breach of contract claim against Cisterra arising from Cisterra's nonpayment of the second installment amount.

VI. SECTION 4

Cisterra and the Lender will acknowledge that the effectiveness of the Agreement is contingent on the City Council Authorization – i.e., the final passage of a Council resolution approving the Agreement and the City's acquisition of the Properties – which may or may not be granted in the Council's sole discretion. The City will not incur any liability or obligation to Cisterra or the Lender under the Agreement if the City Council Authorization is not granted or if the Council decides to make changes to any terms of this Agreement as a condition to the City Council Authorization. Section 4 is a fairly typical provision in the City's purchase and sale agreements for the acquisition or sale of land.

VII. SECTION 5

The Closing will occur as soon as possible after the City Council Authorization has occurred, but no later than July 29, 2022, unless the Parties mutually agree in writing to a time extension. Certain conditions, such as the Parties' signature and deposit of all necessary documents and funds into Escrow and the City's ability to obtain suitable title insurance coverage through the Title Policies, must occur before the Closing can occur. The conditions set

¹⁰ Even though the City will pay nearly \$1,000,000 in late fees and penalties to the Lender upon the Closing, the City will waive the collection of approximately 5.5 years of accrued interest on Cisterra's disgorged profits from the Prior 101 Ash Transactions, which closed on January 3, 2017.

forth in Section 5 are typical provisions in a real property purchase and sale agreement and are intended to ensure that the Closing will meet the Parties' mutual objectives.

VIII. SECTIONS 6 THROUGH 8.3

Before the Closing, each Party will need to approve an estimated escrow closing statement showing the funds to be deposited into the Escrow and the funds to be disbursed to the Lender upon the Closing. At least one business day before the Closing, each Party will deliver to the Escrow Agent all signed documents and funds that are reasonably necessary from that Party to accomplish the real property transactions contemplated by the Agreement. Upon receipt of all applicable documents and funds from each Party, the Escrow Agent will facilitate the Closing by causing the real property transaction documents to be recorded in the County land records, disbursing to the Lender the purchase price proceeds for the Properties, and causing the Title Policies to be issued to the City. Sections 6 through 8.3 are typical provisions in a purchase and sale agreement, addressing the mechanics of a real property closing. The only somewhat unusual circumstance in the Agreement is that the Closing will involve two separate Properties and a double conveyance of each Property (from Cisterra to the Lender, and then from the Lender to the City) on the Closing Date.

IX. SECTION 8.4

Cisterra and the City will each pay 50 percent of the Escrow Agent's standard fees for administering the Escrow. Cisterra will pay any recording fees and documentary transfer taxes that may be owed with respect to the conveyance of the Properties from Cisterra to the Lender, and likewise, the City will pay any recording fees and documentary transfer taxes that may be owed with respect to the conveyance of the Properties from the Lender to the City. It is anticipated that, as a public agency, the City will be exempt from the payment of any recording fees and documentary transfer taxes. The City will pay the entire cost of the CCP Title Policy, as well as the incremental cost of the 101 Ash Title Policy associated with any extended title insurance coverage and specialized insurance endorsements above and beyond the standard coverage in an owner's title policy.¹¹ Cisterra will pay the portion of the cost of the 101 Ash Title Policy associated with standard title insurance coverage. The only unusual aspects of Section 8.4 are that the Lender will not absorb any of the escrow fees or title insurance costs and that the City will absorb the entire cost of the CCP Title Policy (rather than having the Lender or Cisterra absorb a portion of that cost). According to the Escrow Agent's preliminary estimate, the City's total title insurance costs for the Properties will be in the range of \$50,000 to \$55,000. The City's share of escrow fees under the Agreement will likely be several thousand dollars.

¹¹ Consistent with this Office's recommendation, the City will obtain extended title insurance coverage in the Title Policies for the Properties. In comparison to standard coverage, extended coverage provides insurance protection to the City with respect to any "off-record" matters (i.e., any liens or encumbrances not shown in the County's land records) and any matters not disclosed in a land survey prepared by a qualified engineer. In this instance, previous surveys of the Properties, prepared by a qualified engineer, reveal no material issues.

X. SECTION 9

The Parties will dismiss with prejudice¹² all claims and counterclaims between them in the 101 Ash Lawsuit and the CCP Lawsuit (the two pending lawsuits in which the City seeks to void the Prior Transactions due to the alleged Section 1090 violation), as well as the CCP Unlawful Detainer Action (the inactive lawsuit in which Cisterra sought to evict the City from the building at 1200 Third Avenue on the CCP Property for nonpayment of rent). This means that the City cannot again sue Cisterra or the Lender even if it later uncovers actionable facts. In addition, Cisterra will dismiss with prejudice its cross-complaints for declaratory relief and indemnity in certain lawsuits arising from the plaintiffs' alleged exposure to asbestos at the 101 Ash Property, including the Bahena Lawsuit, the Perez Lawsuit, and the Guerrero Lawsuit.

Significantly, the Parties' dismissal of certain legal actions under Section 9 of the Agreement will only affect the Parties who are agreeing to settle their claims at this time and will not fully resolve all current litigation involving the Prior Transactions or the 101 Ash Renovations. For instance, nothing in the Agreement will prevent the City from continuing to pursue its legal claims against Hughes or related entities, or against various contractors who performed the 101 Ash Renovations. Likewise, nothing in the Agreement will prevent the plaintiffs in several pending lawsuits from pursuing their legal claims against the City for alleged exposure to asbestos. As a result, despite the Agreement, the City will continue to be closely involved in various legal claims that involve any non-settling entities.

XI. SECTION 10

With the exception of any rights and obligations created under the Agreement, (i) the Parties will mutually release each other from all Claims arising from or relating to the Dispute that the Parties now have, or at any time in the future may have, against each other; and (ii) the Parties will covenant not to initiate any claim, demand, proceeding, action, suit, or cause of action against each other with respect to the Dispute or any released Claims. Specifically, the City will agree not to initiate any debarment proceeding against Cisterra arising from the Dispute or any released Claims. Rather, Cisterra wants the City to accept its assurances that neither it nor its current or future affiliated entities will bid on City projects. As a result of this release and covenant not to sue under Section 10 (including the express waiver of rights under California Civil Code section 1542), the City will be forever barred from pursuing any legal actions against Cisterra or the Lender relating to the Dispute, even if the City later discovers any new information that divulges a higher degree of culpability on the part of Cisterra or the Lender than currently known to the City. It is quite possible, in fact, that additional discovery in the pending litigation or other investigative efforts by the City or other entities could uncover new information damaging to Cisterra or the Lender. Under Section 10, however, the City will be precluded from using that information to seek any future monetary recovery from Cisterra, the Lender, or their respective affiliates.

¹² A dismissal with prejudice means that the dismissing party is barred from initiating or reviving the dismissed claims against the other party again in any court proceeding. By contrast, a dismissal without prejudice means that the dismissing party reserves the right to initiate or revive the dismissed claims against the other party in the future.

XII. SECTION 11

Subject to one limited exception, the City will be required to defend and indemnify Cisterra, the Lender, and their respective affiliates, employees, and representatives (collectively defined as the Indemnitees) from and against all Claims relating to the Dispute (including all current litigation alleging exposure to asbestos), the existence of any environmental contamination at the Properties, the use and operation of the Properties, the Prior Transactions, and the 101 Ash Renovations. The limited exception is that the City will not be required to defend and indemnify Cisterra, the Lender, and their respective affiliates, employees, and representatives from and against any Claim initiated by or on behalf of Hughes or his affiliates against any of the Indemnitees. Under Section 11, therefore, the City will have substantial continuing exposure to pay not only its own legal fees and damages, but also any legal fees, costs, and damages incurred by the Indemnitees, in current and future litigation involving the Dispute. The City's obligation to defend and indemnify the Indemnitees will extend to any fraud, intentional misconduct, gross negligence, or any other conduct of the Indemnitees with respect to the Dispute. As long as the Indemnitees do not incur any financial obligation or out-of-pocket expenses, they will be required to cooperate reasonably and promptly with the City's defense of any indemnified Claims.

XIII. SECTION 12

Under Section 12, the Parties will make various representations and warranties to each other with respect to their reliance only on the written provisions of the Agreement (and not on any verbal statements), the enforceability of the Agreement, their ability to consult with attorneys, consultants, or other advisors of their own choosing with respect to the legal and other consequences of this Agreement, and similar matters. A real property purchase and sale agreement typically contains representations and warranties of this nature.

Section 12.9 also explains the City Attorney's role in reviewing and approving the Agreement. Specifically, San Diego Charter section 40 charges the City Attorney and her deputies with preparing in writing "all ordinances, resolutions, contracts, bonds or other instruments in which the City is concerned, and to endorse on each approval of the form or correctness thereof." As the California Supreme Court opined, the language "approved as to form and content" and the like serves as an affirmation that "counsel has read the document, it embodies the parties' agreement, and counsel perceives no impediment to his client signing it." *Monster Energy Co. v. Schechter*, 7 Cal. 5th 781, 792 (2019), citing *Freedman v. Brutzkus*, 182 Cal. App. 4th 1065, 1070 (2010). This Office will attest that the Agreement captures the intent of the legislative and administrative branches of our City's government, while noting that the City Attorney does not agree that the Agreement is in the City's best interests.

XIV. SECTIONS 13 AND 14

Sections 13 and 14 contain miscellaneous provisions that are typical for a real property purchase and sale agreement. Section 14.8 specifies that, if any Party commences a legal dispute to interpret, enforce, reform, or rescind the Agreement, the prevailing party will be entitled to recover its reasonable attorney fees, reasonable expert and consultant fees, and court costs from the non-prevailing party. This attorney fees provision could serve as a disincentive for any Party to initiate a frivolous legal claim regarding implementation of the Agreement.

CONCLUSION

For the reasons explained above, this Office strongly recommends that the Council reject the Agreement. We encourage the Council to review the Agreement carefully and to ask appropriate questions to City staff or this Office before or during the Council meeting if the Council believes that any important background information has been provided in the Staff Report or that any provision of the Agreement or its effect on the City is unclear.

MARA W. ELLIOTT, CITY ATTORNEY

By  _____

MWE:jdf:jvg

RC-2022-2

Doc. No. 3010213

Enclosure

cc: Jay Goldstone, Chief Operating Officer
Paola Avila, Chief of Staff, Office of the Mayor
Penny Maus, Director, Department of Real Estate and Airport Management
Charles Modica, Independent Budget Analyst

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“**Agreement**”) is dated for reference purposes as of _____, 2022, and is entered into by and among the following entities (individually, a “**Party**,” and collectively, “**Parties**”):

- (i) The City of San Diego, a California municipal corporation (“**City**”);
- (ii) CCP 1200, LLC, a Delaware limited liability company (“**CCP 1200**”), 101 Ash, LLC, a Delaware limited liability company (“**101 Ash LLC**”), and Cisterra Partners, LLC, a California limited liability company (“**Cisterra Partners**”) (CCP 1200, 101 Ash LLC, and Cisterra Partners are referred to collectively in this Agreement as “**Cisterra**”); and
- (iii) Wilmington Trust, National Association, (i) as trustee of CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2015 CTL-1 (“**CCP Lender**”), and (ii) as trustee of CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2017 CTL-1 (“**101 Ash Lender**”) (CCP Lender and 101 Ash Lender are referred to collectively in this Agreement as “**Lender**”).

The “**Effective Date**” of this Agreement shall be the last date on which each of the following events has occurred: (a) the San Diego City Council has adopted a resolution approving this Agreement; (b) a duly authorized representative of each Party has signed this Agreement; and (c) the San Diego City Attorney has approved this Agreement as to form.

RECITALS

The Agreement is entered into with reference to the following facts and circumstances:

A. CCP 1200 is the current fee title owner of the improved real properties commonly known as the Civic Center Plaza site and the King-Chavez Community High School site located at 1200 Third Avenue and 201 A Street, respectively, in downtown San Diego, California, all as more specifically described on Exhibit A-1 to this Agreement (collectively, “**CCP Property**”).

B. In 2015, CCP 1200 purchased fee title ownership of the CCP Property and obtained a related loan from CCP Lender in the original maximum principal amount of \$58,124,736.39 (“**CCP Loan**”). CCP 1200’s repayment of the CCP Loan is secured in part by the following recorded documents (collectively, “**CCP Financing Documents**”): (i) that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, recorded in the Official Records of the San Diego County Recorder (“**Official Records**”) as Document No. 2015-0278695 on June 1, 2015 (“**CCP Deed of Trust**”); (ii) that certain Assignment of Leases and Rents, recorded in the Official Records as Document No. 2015-0278696 on June 1, 2015 (“**CCP Assignment**”); (iii) that certain Subordination, Non-Disturbance and Attornment Agreement, recorded in the Official Records as Document No. 2015-0278697 on June 1, 2015 (“**CCP SNDA**”); and (iv) that certain UCC Financing Statement, recorded in the Official Records as Document No. 2015-0281153 on June 1, 2015 (“**CCP UCC**”). Concurrent with CCP 1200’s acquisition of the CCP Property, CCP 1200 and City entered into that certain Lease Agreement dated March 13, 2015 (“**CCP Lease**”), by which CCP 1200 agreed to lease the CCP 1200 Property to City for a 20-year term, commencing June 1,

2015, and ending May 31, 2035, and granted to the City an option to acquire fee title ownership of the CCP Property at the end of the 20-year lease term. That certain Memorandum of Lease, recorded in the Official Records as Document No. 2015-0278694 on June 1, 2015 (“**CCP Lease Memorandum**”), provides record notice of the existence of the CCP Lease. The CCP Loan, as secured by the CCP Financing Documents, and the CCP Lease are referred to collectively in this Agreement as “**Prior CCP Transactions.**”

C. 101 Ash LLC is the current fee title owner of the improved real property located at 101 Ash Street in downtown San Diego, California, as more particularly described on Exhibit A-2 to this Agreement (“**101 Ash Property**”).

D. In 2017, 101 Ash LLC purchased fee title ownership of the 101 Ash Property and obtained a related loan from 101 Ash Lender in the original maximum principal amount of \$91,793,022.12 (“**101 Ash Loan**”). 101 Ash LLC’s repayment of the 101 Ash Loan is secured in part by the following recorded documents (collectively, “**101 Ash Financing Documents**”): (i) that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, recorded in the Official Records as Document No. 2017-0002647 on January 3, 2017 (“**101 Ash Deed of Trust**”); (ii) that certain Assignment of Leases and Rents, recorded in the Official Records as Document No. 2017-0002648 on January 3, 2017 (“**101 Ash Assignment**”); (iii) that certain Subordination, Non-Disturbance and Attornment Agreement, recorded in the Official Records as Document No. 2017-0002651 on January 3, 2017 (“**101 Ash SNDA**”); and (iv) that certain UCC Financing Statement, recorded in the Official Records as Document No. 2017-0002649 on January 3, 2017 (“**101 Ash UCC**”). Concurrent with 101 Ash LLC’s acquisition of the 101 Ash Property, 101 Ash LLC and City entered into that certain Lease Agreement dated January 3, 2017 (“**101 Ash Lease**”), by which 101 Ash LLC agreed to lease the 101 Ash Property to City for a 20-year term, commencing January 3, 2017, and ending December 31, 2036, and granted to the City an option to acquire fee title ownership of the 101 Ash Property at the end of the 20-year lease term. That certain Memorandum of Lease, recorded in the Official Records as Document No. 2017-0002650 on January 3, 2017 (“**101 Ash Lease Memorandum**”), provides record notice of the existence of the 101 Ash Lease. The 101 Ash Loan, as secured by the 101 Ash Financing Documents, and the 101 Ash Lease are referred to collectively in this Agreement as “**Prior 101 Ash Transactions.**”

E. From late 2018 through early 2020, City retained contractors to perform certain renovations and reconfigurations in the office building at the 101 Ash Property (collectively, “**101 Ash Renovations**”). From August 2019 through January 2020, City and its contractors received multiple notices of violation from the San Diego County Air Pollution Control District alleging the improper discharge of asbestos or asbestos-containing materials in connection with the 101 Ash Renovations.

F. In August 2020, John A. Gordon filed a lawsuit designated as San Diego Superior Court Case No. 37-2020-00028837-CU-FR-CTL, alleging claims for fraudulent misrepresentation, negligent misrepresentation, and waste of public funds and resources against 101 Ash LLC, other Cisterra affiliates, and other defendants (“**Gordon Lawsuit**”). The original complaint in the Gordon Lawsuit was never served on any defendant named therein.

G. Since September 2020, City has ceased making monthly rent payments under the 101 Ash Lease.

H. In October 2020, City filed a lawsuit designated as San Diego Superior Court Case No. 37-2020-00036247-CU-CO-CTL against 101 Ash LLC and 101 Ash Lender, alleging claims for declaratory relief and reformation based on article 16, section 18 of the California Constitution with respect to the 101 Ash Lease (“**101 Ash Lawsuit**”). In January 2021, 101 Ash LLC filed a cross-complaint against City in the 101 Ash Lawsuit for declaratory relief and indemnity, and 101 Ash Lender filed a cross-complaint against City, West Coast General Corporation, a California corporation (“**WCGC**”), Argus Contracting LP, a California corporation (“**Argus**”), and Enviroapplications Inc., a California corporation, alleging multiple claims including breach of lease, trespass, and negligence. City’s contractors and subcontractors involved in the 101 Ash Renovations have filed additional cross-complaints in the 101 Ash Lawsuit.

I. In August 2021, City filed a First Amended Complaint in the 101 Ash Lawsuit against 101 Ash LLC, 101 Ash Lender, Cisterra Partners, Jason Hughes, an individual (“**Hughes**”), Hughes Marino, Inc., a California corporation (“**Hughes Marino**”), WCGC, and Argus, alleging claims including violation of Government Code section 1090 (against Cisterra Partners, 101 Ash LLC, and Hughes and Hughes Marino (collectively, “**Hughes Defendants**”)), fraud – intentional misrepresentation (against Hughes Defendants), breach of fiduciary duty (against Hughes Defendants), fraud – concealment (against Cisterra Partners, 101 Ash LLC, and Hughes Defendants), return of monies had as a result of section 1090 violation (against 101 Ash Lender), rescission of the 101 Ash Lease (against 101 Ash LLC and 101 Ash Lender), declaratory relief – constitutional debt limitation (against 101 Ash LLC and 101 Ash Lender), reformation (against 101 Ash LLC and 101 Ash Lender), and negligence (against WCGC and Argus). City has since filed amendments naming various contractors and subcontractors as additional defendants (collectively, “**Contractor Defendants**”).

J. In December 2020, Mr. Gordon filed a First Amended Complaint in the Gordon Lawsuit deleting the previously alleged causes of action for fraudulent misrepresentation and negligent misrepresentation and adding a cause of action against 101 Ash LLC, 101 Ash Lender, City, and Rolando Charvel that the 101 Ash Lease is void under article 16, section 18 of the California Constitution.

K. In January 2021, Eric Bahena, Christopher Glenn Bailey, Antonio Castillo, Steve Christensen, Gregory Coopes, Jeffrey Cowan, Pamela Delpercio, Stan Flores, Kenneth Harbridge, Charles Hernandez, Kevin Michael Houk, Kevin B. Huyser, Eric Jackson, Richard Karlovich, Trevor Krietzbert, Scott Lee, Arturo Lopez, Carlos Miguel Dominguez Lopez, Paul McIntyre, Travis McMichael, Daniel Melville, Shawn Patrick Moreno, Bryan W. Mundt, John Nabors, Paul Frederick Cirino Nogueira, Nichola Oakley, George Parks, Zachary Perona, Antonio Rangel, Dean Riddle, Christopher P. Rivera, Paublo Ruiz, Jeff Patrick Ryan, Adam Theodore Slutsky, Keenan Smith, Abner Vasquez, Daniel Veniegas, Robert Lee Waddle III, Caleb White, Jaden Michael White, James Christopher White, Jeffrey Daniel White and Aaron Ybarra filed a lawsuit designated as San Diego Superior Court Case No. 37-2021-00007004-CU-AS-CTL against City and 101 Ash LLC, alleging claims including dangerous condition of property, negligent or willful exposure to asbestos, and intentional infliction of emotional

distress related to the 101 Ash Renovations (“**Bahena Lawsuit**”). In October 2021, 101 Ash LLC filed a cross-complaint against City in the Bahena Lawsuit for declaratory relief and indemnity.

L. In February 2021, Marlon Lee Perez filed a lawsuit designated as San Diego Superior Court Case No. 37-2021-00006704-CU-OE-CTL against City and 101 Ash LLC, alleging claims including hostile work environment, dangerous condition of property, and negligent or willful exposure to asbestos related to the 101 Ash Renovations (“**Perez Lawsuit**”). In October 2021, 101 Ash LLC filed a cross-complaint against City in the Perez Lawsuit for declaratory relief and indemnity.

M. In February 2021, Luis Guerrero filed a lawsuit designated as San Diego Superior Court Case No. 37-2021-00001137-CU-PO-NC against City and 101 Ash LLC, alleging claims including dangerous condition of property, intentional exposure to asbestos, and whistleblower retaliation related to the 101 Ash Renovations (“**Guerrero Lawsuit**”). In October 2021, 101 Ash LLC filed a cross-complaint against City in the Guerrero Lawsuit for declaratory relief and indemnity.

N. In June 2021, City filed a lawsuit designated as San Diego Superior Court Case No. 37-2021-00028026-CU-FR-CTL against CCP 1200, Cisterra Partners, CCP Lender, and Hughes Defendants, alleging claims including violation of Government Code section 1090 (against Cisterra Partners, CCP 1200, and Hughes Defendants), fraud – intentional misrepresentation (against Hughes Defendants), breach of fiduciary duty (against Hughes Defendants), fraud – concealment (against Cisterra Partners, CCP 1200, and Hughes Defendants), return of monies had as a result of section 1090 violation (against CCP Lender), and rescission (against CCP 1200 and CCP Lender) with respect to the CCP Lease (“**CCP Lawsuit**”). In September 2021, CCP Lender filed a cross-complaint against City including claims for breach of lease and unjust enrichment.

O. In July 2021, CCP Lender filed an unlawful detainer action designated as San Diego Superior Court Case No. 37-2021-00032273-CU-UD-CTL against City with respect to the CCP Property (“**CCP Unlawful Detainer Action**”).

P. In February 2022, Cameron Adams, Kevin Ayala, Ivan Juarez Cruz, Jacob Fletcher, Jovante Johnson, Javier Macias, Frank Reyes, Gabriel Rodriguez, Frank Smith, Anthony Williams, Sr., Anthony Williams, Jr., Jovante Williams and Nico Williams filed a lawsuit designated as San Diego Superior Court Case No. 37-2022-00006091-CU-PO-CTL against City and 101 Ash LLC, alleging claims including dangerous condition of property, negligent or willful exposure to toxic conditions, and intentional infliction of emotional distress related to the 101 Ash Renovations (“**Adams Lawsuit**”).

Q. The term “**Dispute**” in this Agreement refers collectively to the Gordon Lawsuit, the 101 Ash Lawsuit, the Bahena Lawsuit, the Perez Lawsuit, the Guerrero Lawsuit, the CCP Lawsuit, the Adams Lawsuit, and the CCP Unlawful Detainer Action, together with all claims, cross-claims, counter-claims and defenses alleged therein, and all past and existing and future claims, demands, actions, suits, damages, debts, liabilities, obligations, costs and expenses, whether known or unknown, suspected or unsuspected, asserted or unasserted, of any kind or

nature whatsoever, including but not limited to any and all such claims, demands, actions, suits, damages, debts, liabilities, obligations, costs and expenses as may in any way arise out of or relate to either the Prior CCP Transactions, the Prior 101 Ash Transactions, the 101 Ash Renovations, or any of them.

R. The Parties now intend to fully and completely settle and dispose of the Dispute between them on the terms and conditions in this Agreement.

TERMS AND CONDITIONS

In consideration of the promises and mutual covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Establishment of Escrow. The Parties agree that the San Diego, California office of Chicago Title Company will serve as the escrow agent (“**Escrow Agent**”) for the closing of the real property transactions contemplated by this Agreement (collectively, “**Closing**”). By delivery of a fully-signed copy of this Agreement to Escrow Agent, the Parties shall establish one or more escrow accounts for the real property transactions (collectively, “**Escrow**”) with Escrow Agent, subject to the provisions of Escrow Agent’s standard conditions for acceptance of Escrow and the terms and conditions in this Agreement. Upon receipt of a fully-signed copy of this Agreement, Escrow Agent shall sign the Consent included as Attachment 1 to this Agreement and deliver to each Party a signed copy of the Consent. The Parties shall sign and deliver to Escrow Agent any additional or supplemental instructions as Escrow Agent reasonably considers necessary or convenient to implement the terms of this Agreement and facilitate the Closing, including the standard conditions for acceptance of Escrow, all of which together with the escrow instructions set forth in this Agreement, as they may be amended from time to time by the Parties, shall collectively serve as the escrow instructions to Escrow Agent for the Closing. In the event of any conflict between the terms of this Agreement and any additional or supplemental instructions, including the standard conditions for acceptance of Escrow, the terms of this Agreement shall control.

2. Real Property Transactions. The Parties agree to accomplish the following real property transactions upon the Closing:

2.1. Conveyance of CCP Property to CCP Lender. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, CCP 1200 shall, upon the Closing, convey fee title ownership of the CCP Property to CCP Lender, or an affiliate of Lender designated in writing by CCP Lender (“**Lender’s Interim CCP Owner**”) by delivery of a Grant Deed in substantially the same form as Exhibit B to this Agreement (“**CCP Grant Deed to Lender**”), subject to any and all matters of record including the CCP Lease and the CCP Financing Documents.

2.2 Conveyance of 101 Ash Property to 101 Ash Lender. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, 101 Ash LLC shall, upon the Closing, convey fee title ownership of the 101 Ash Property to 101 Ash Lender, or an affiliate of Lender designated in writing by 101 Ash Lender

(“**Lender’s Interim 101 Ash Owner**”) by delivery of a Grant Deed in substantially the same form as Exhibit B to this Agreement (“**101 Ash Grant Deed to Lender**”), subject to any and all matters of record including the 101 Ash Lease and the 101 Ash Financing Documents.

2.3 Termination of CCP Lease. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, City, CCP 1200, and CCP Lender agree that, upon the Closing, the CCP Lease will automatically terminate, and will be of no further force or effect. City, CCP 1200, and CCP Lender agree to sign and deliver any and all documents reasonably necessary to confirm the termination of the CCP Lease, including a document to be recorded in the Official Records with reference to the CCP Lease Memorandum, confirming that the CCP Lease is no longer in effect.

2.4 Termination of 101 Ash Lease. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, City, 101 Ash LLC, and 101 Ash Lender agree that, upon the Closing, the 101 Ash Lease will automatically terminate, and will be of no further force or effect. City, 101 Ash LLC, and 101 Ash Lender agree to sign and deliver any and all documents reasonably necessary to confirm the termination of the 101 Ash Lease, including a document to be recorded in the Official Records with reference to the 101 Ash Lease Memorandum, confirming that the 101 Ash Lease is no longer in effect.

2.5 Reconveyance and Termination of CCP Financing Documents. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, City, CCP 1200, and CCP Lender agree that, upon the Closing, the CCP Loan will be considered paid in full and completely satisfied and the CCP Financing Documents will automatically terminate, and will be of no further force or effect. Cisterra and CCP Lender agree to sign and deliver any documents (in recordable form, where applicable) reasonably necessary to confirm the full payment and satisfaction of the CCP Loan and the termination of the CCP Financing Documents (collectively, “**CCP Financing Termination Documents**”), including a UCC termination statement with respect to the CCP UCC and a full reconveyance of the CCP Deed of Trust, all of which will be prepared by Escrow Agent in a customary form.

2.6 Reconveyance and Termination of 101 Ash Financing Documents. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, City, 101 Ash LLC, and 101 Ash Lender agree that, upon the Closing, the 101 Ash Loan will be considered paid in full and completely satisfied and the 101 Ash Financing Documents will automatically terminate, and will be of no further force or effect. Cisterra and 101 Ash Lender agree to sign and deliver any documents (in recordable form, where applicable) reasonably necessary to confirm the full payment and satisfaction of 101 Ash Loan and the termination of the 101 Ash Financing Documents (collectively, “**101 Ash Financing Termination Documents**”), including a UCC termination statement with respect to the 101 Ash UCC and a full reconveyance of the 101 Ash Deed of Trust, all of which will be prepared by Escrow Agent in a customary form.

2.7 Sale and Conveyance of CCP Property. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, and in exchange for City’s payment of the CCP Purchase Price (as defined below), CCP Lender shall sell and convey (or shall cause Lender’s Interim CCP Owner to sell and convey) to City fee title

ownership of the CCP Property upon the Closing by delivery of a Grant Deed in substantially the same form as Exhibit C to this Agreement (“**CCP Grant Deed to City**”). The CCP Property will be delivered to City in its as-is, where-is condition, without representation or warranty (except as expressly set forth in this Agreement). The title condition of the CCP Property delivered to City upon the Closing shall be the same as shown in the preliminary title report for the CCP Property in Exhibit D to this Agreement, except that under no circumstances shall City accept title to the CCP Property subject to the CCP Financing Documents, the CCP Lease, the CCP Lease Memorandum, any lien or encumbrance evidencing actual or potential monetary indebtedness, or any third party possessory rights (“**CCP Title Condition**”). Notwithstanding the immediately preceding sentence, City acknowledges that the operator of a public charter school occupies the King-Chavez Community High School building at 201 A Street under an existing sublease with City (“**King-Chavez Sublease**”) and that certain entities occupy space within the Civic Center Plaza building at 1200 Third Avenue under subleases with City (collectively, “**CCP Subleases**”).

2.8 Purchase Price for CCP Property. The purchase price for the CCP Property (“**CCP Purchase Price**”), payable upon the Closing by City to CCP Lender (or, if applicable, Lender’s Interim CCP Owner) in immediately available funds, shall equal the outstanding CCP Loan balance owed at the time of Closing, calculated on a daily prorated basis in accordance with the CCP Financing Documents and other agreements governing the CCP Loan and including any applicable late fees and penalties owed with respect to the CCP Loan, provided that no prepayment penalties, yield maintenance fees, or any similar penalties or fees will be owed for prepayment of the CCP Loan under this Agreement and Lender waives all such prepayment penalties and fees. The Parties estimate that, if the Closing occurs on the target Closing Date of July 11, 2022, the CCP Purchase Price will equal \$46,071,829.19, itemized as follows: (a) outstanding CCP Loan balance of \$46,064,889.97; and (b) late fees and penalties of \$6,939.22. If the Closing occurs after July 11, 2022, the CCP Purchase Price shall increase by \$4,350.57 per day until Closing.

2.9 Sale and Conveyance of 101 Ash Property. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, and in exchange for City’s payment of the 101 Ash Purchase Price (as defined below), 101 Ash Lender shall sell and convey (or shall cause Lender’s Interim 101 Ash Owner to sell and convey) to City fee title ownership of the 101 Ash Property upon the Closing by a Grant Deed in substantially the same form as Exhibit C to this Agreement (“**101 Ash Grant Deed to City**”). The 101 Ash Property will be delivered to City in its as-is, where-is condition, without representation or warranty (except as expressly set forth in this Agreement). The title condition of the 101 Ash Property delivered to City upon the Closing shall be the same as shown in the preliminary title report for the 101 Ash Property in Exhibit E to this Agreement, except that under no circumstances shall City accept title to the 101 Ash Property subject to the 101 Ash Financing Documents, the 101 Ash Lease, the 101 Ash Lease Memorandum, any lien or encumbrance evidencing actual or potential monetary indebtedness, or any third party possessory rights (“**101 Ash Title Condition**”).

2.10 Purchase Price for 101 Ash Property. The purchase price for the 101 Ash Property (“**101 Ash Purchase Price**”), payable upon the Closing by City to 101 Ash Lender (or, if applicable, Lender’s Interim 101 Ash Owner) in immediately available funds, shall equal the outstanding 101 Ash Loan balance owed at the time of Closing, calculated on a daily prorated

basis in accordance with the 101 Ash Financing Documents and other agreements governing the 101 Ash Loan and including any applicable late fees and penalties owed with respect to the 101 Ash Loan, provided that no prepayment penalties, yield maintenance fees, or any similar penalties or fees will be owed for prepayment of the 101 Ash Loan under this Agreement and Lender waives all such prepayment penalties and fees. The Parties estimate that, if the Closing occurs on the target Closing Date of July 11, 2022, the 101 Ash Purchase Price will equal \$85,719,062.23, itemized as follows: (a) outstanding 101 Ash Loan balance of \$84,755,363.44; and (b) late fees and penalties of \$963,698.79. If the Closing occurs after July 11, 2022, the 101 Ash Purchase Price shall increase by \$7,050.43 per day until Closing.

3. Cisterra's Payment to City; Liquidated Damages for Non-Payment. As settlement consideration in addition to the exchange of releases and other promises set forth in this Agreement, Cisterra shall pay a total amount of \$7,452,500 to or for the benefit of City in two installments, as follows: (i) a deposit into Escrow of \$2,626,250 in immediately available funds at least one business day before the Closing Date, to be applied as a credit toward payment of the 101 Ash Purchase Price as described in Section 6.2(h) of this Agreement; and (ii) a payment of \$4,826,250 ("**Second Installment**") to City in immediately available funds on or before June 30, 2023. If Cisterra fails to timely pay the entire Second Installment (i.e., on or before June 30, 2023), in addition to the Second Installment, Cisterra shall, due to the uncertain nature of and the inability to quantify City damages as the result of such failure to pay, be obligated to pay to City, in addition to the Second Installment, liquidated damages for such late payment, and not as a penalty, in an amount equal to an annual non-compounded accrual of interest on the unpaid amount of the Second Installment, of ten percent (10%) per annum calculated from the Effective Date until the date the entire Second Installment is paid by or collected from Cisterra, whether voluntarily or through legal action enforcing the obligation to pay such Second Installment.

4. City Council's Approval of this Agreement. Cisterra and Lender acknowledge that the effectiveness of this Agreement is contingent on the final passage of a resolution adopted by the San Diego City Council ("**City Council**"), by which the City Council approves this Agreement and the City's acquisition of the CCP Property and the 101 Ash Property in accordance with this Agreement ("**City Council Authorization**"). Cisterra and Lender further acknowledge that the City Council Authorization may or may not be granted in the City Council's sole discretion. If there is no City Council Authorization on or before July 8, 2022, this Agreement shall terminate automatically, without requirement of notice by any party, unless otherwise agreed to in writing by a duly authorized representative of Cisterra and a duly authorized representative of Lender. If this Agreement is terminated under this Section 4, the Parties shall be relieved of liability to each other under this Agreement. City shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by Cisterra or Lender as a result of the City Council's failure to grant the City Council Authorization or the City Council's decision to make changes to any terms of this Agreement as a condition to the City Council Authorization.

5. Closing Date and Conditions Precedent. The date of Closing ("**Closing Date**") shall be the earliest practicable date after the City Council Authorization has occurred, and in any event no later than July 29, 2022, unless a duly authorized representative of each Party consents in writing to extend the Closing Date. The Closing shall occur once all of the following

conditions precedent to Closing are satisfied, unless otherwise agreed to in writing by a duly authorized representative of each Party:

5.1 City Council Authorization. The City Council Authorization has occurred.

5.2 No Defaults. No Party is in default of any material terms or conditions of this Agreement related to that Party.

5.3 Completed Deposit of Documents. Each Party has deposited into Escrow all signed (and where applicable, acknowledged by a notary) documents required to be deposited by that Party under this Agreement.

5.4 Completed Deposit of Funds. Each Party has deposited into Escrow all monies, in immediately available funds, required to be deposited by that Party under this Agreement.

5.5 CCP Title Policy. Chicago Title Company, as title insurer for the real property transactions contemplated by this Agreement (“**Title Insurer**”), is prepared and obligated to issue an ALTA extended owner’s title policy for the CCP Property in City’s favor, providing insurance coverage in the amount of the CCP Purchase Price, reflecting the CCP Title Condition, and including all insurance endorsements requested by City (“**CCP Title Policy**”), upon payment of the applicable insurance premium and recordation of the CCP Grant Deed to City conveying the CCP Property to City.

5.6 101 Ash Title Policy. Title Insurer is prepared and obligated to issue an ALTA extended owner’s title policy for the 101 Ash Property in City’s favor, providing insurance coverage in the amount of the 101 Ash Purchase Price, reflecting the 101 Ash Title Condition, and including all insurance endorsements requested by City (“**101 Ash Title Policy**”), upon payment of the applicable insurance premium and recordation of the 101 Ash Grant Deed to City conveying the 101 Ash Property to City.

5.7 Occupancy of CCP Property. As of the Closing Date, there exists no lease, tenancy, or occupancy agreement affecting the CCP Property (except for City’s current occupancy of the Civic Center Plaza building under the CCP Lease to be terminated upon the Closing, as well as subtenants’ occupancy of certain space in the Civic Center Plaza building under the CCP Subleases and a public charter school’s occupancy of the King-Chavez Community High School building under the King-Chavez Sublease).

5.8 Occupancy of 101 Ash Property. As of the Closing Date, there exists no lease, tenancy, or occupancy agreement affecting the 101 Ash Property (except for City’s current legal right to occupy the 101 Ash Street building under the 101 Ash Lease to be terminated upon the Closing).

5.9 No Injunctions. As of the Closing Date, there is no court-issued injunction or other court order prohibiting any Party from transferring ownership of the CCP Property or the 101 Ash Property as contemplated by this Agreement.

6. Deliveries into Escrow before Closing.

6.1 City's Deliveries. At least one business day before the Closing, City shall deliver and deposit into Escrow all of the following:

- (a) City's acceptance of the CCP Grant Deed to City, signed (with notary acknowledgement) by City's duly authorized representative;
- (b) City's acceptance of the 101 Ash Grant Deed to City, signed (with notary acknowledgement) by City's duly authorized representative;
- (c) any document deemed suitable by Title Insurer to omit the CCP Lease Memorandum as a title exception in the CCP Title Policy, signed (with notary acknowledgement) by City's duly authorized representative;
- (d) any document deemed suitable by Title Insurer to omit the 101 Ash Lease Memorandum as a title exception in the 101 Ash Title Policy, signed (with notary acknowledgement) by City's duly authorized representative;
- (e) any other document or instrument reasonably required by Escrow Agent or any other Party to consummate the transactions contemplated by this Agreement or effectuate the intent of this Agreement, including any document reasonably requested by Escrow Agent or Title Insurer as a condition to Title Insurer's issuance of the CCP Title Policy and the 101 Ash Title Policy (collectively, "**Title Policies**"); and
- (f) immediately available funds in a monetary amount shown in an estimated escrow closing statement prepared by Escrow Agent and approved by City, reflecting City's payment of the CCP Purchase Price and the 101 Ash Purchase Price, and City's payment of its share of title and escrow fees, subject to all applicable credits or deductions.

6.2 Cisterra's Deliveries. At least one business day before the Closing, Cisterra shall deliver and deposit into Escrow all of the following:

- (a) the CCP Grant Deed to Lender, signed (with notary acknowledgement) by CCP 1200's duly authorized representative;
- (b) the 101 Ash Grant Deed to Lender, signed (with notary acknowledgement) by 101 Ash LLC's duly authorized representative;
- (c) any document deemed suitable by Title Insurer to omit the CCP Lease Memorandum as a title exception in the CCP Title Policy, signed (with notary acknowledgement) by Cisterra's duly authorized representative;
- (d) any document deemed suitable by Title Insurer to omit the 101 Ash Lease Memorandum as a title exception in the 101 Ash Title Policy, signed (with notary acknowledgement) by Cisterra's duly authorized representative;

(e) all CCP Financing Termination Documents, signed (with notary acknowledgement) by Cisterra's duly authorized representative;

(f) all 101 Ash Financing Termination Documents, signed (with notary acknowledgement) by Cisterra's duly authorized representative;

(g) any other document or instrument reasonably required by Escrow Agent or any other Party to consummate the transactions contemplated by this Agreement or effectuate the intent of this Agreement, including any document reasonably requested by Escrow Agent or Title Insurer as a condition to Title Insurer's issuance of the Title Policies; and

(h) immediately available funds in a monetary amount shown in an estimated escrow closing statement prepared by Escrow Agent and approved by Cisterra, reflecting Cisterra's first installment payment of \$2,626,250 under Section 3 of this Agreement as a credit toward payment of the 101 Ash Purchase Price owed to Lender, and Cisterra's payment of its share of title and escrow fees, subject to all applicable credits or deductions.

6.3 Lender's Deliveries. At least one business day before the Closing, Lender shall deliver and deposit into Escrow all of the following:

(a) the CCP Grant Deed to City, signed (with notary acknowledgement) by Lender's Interim CCP Owner's duly authorized representative;

(b) the 101 Ash Grant Deed to City, signed (with notary acknowledgement) by Lender's Interim 101 Ash Owner's duly authorized representative;

(c) any document deemed suitable by Title Insurer to omit the CCP Lease Memorandum as a title exception in the CCP Title Policy, signed (with notary acknowledgement) by Lender's duly authorized representative;

(d) any document deemed suitable by Title Insurer to omit the 101 Ash Lease Memorandum as a title exception in the 101 Ash Title Policy, signed (with notary acknowledgement) by Lender's duly authorized representative;

(e) all CCP Financing Termination Documents, signed (with notary acknowledgement) by Lender's duly authorized representative;

(f) all 101 Ash Financing Termination Documents (if applicable), signed (with notary acknowledgement) by Lender's duly authorized representative; and

(g) any other document or instrument reasonably required by Escrow Agent or any other Party to consummate the transactions contemplated by this Agreement or effectuate the intent of this Agreement, including any document reasonably requested by Escrow Agent or Title Insurer as a condition to Title Insurer's issuance of the Title Policies.

7. Closing Procedure. Upon Escrow Agent's receipt of written confirmation (which may be communicated via email) from each Party that all conditions precedent to the Closing are

satisfied or waived, Escrow Agent shall facilitate the Closing by taking all of the following actions:

7.1 Recording and Distribution of Documents. Escrow Agent shall cause all recordable Closing documents to be filed with the County Recorder for recording in the Official Records in the following sequence: (i) the CCP Grant Deed to Lender; (ii) the 101 Ash Grant Deed to Lender; (iii) any document deemed suitable by Title Insurer to omit the CCP Lease Memorandum as a title exception in the CCP Title Policy; (iv) any document deemed suitable by Title Insurer to omit the 101 Ash Lease Memorandum as a title exception in the 101 Ash Title Policy; (v) all CCP Financing Termination Documents; (vi) all 101 Ash Financing Termination Documents; (vii) the CCP Grant Deed to City; and (viii) the 101 Ash Grant Deed to City. Upon the Closing, Escrow Agent shall deliver, to the Parties and any other entity designated in any written joint escrow instructions of the Parties, conformed copies of all Closing documents that have been recorded in the Official Records and a fully-signed original of all other Closing documents. Each conformed copy of a recorded Closing document shall show all recording information.

7.2 Funds. Escrow Agent shall distribute all funds held in Escrow in accordance with the Parties' approved escrow closing statements.

7.3 Forms. Escrow Agent shall file any affidavits or forms, such as tax certificates, reasonably required by Escrow Agent for the Closing with the appropriate governmental agencies. Escrow Agent also shall file a copy of all applicable UCC termination statements with the California Secretary of State.

7.4 Title Policies. Escrow Agent shall obtain from Title Insurer, and deliver to City, the Title Policies issued by Title Insurer.

8. Closing Statements and Escrow Costs.

8.1 Joint Notification. The Parties shall jointly notify Escrow Agent when they reasonably believe the Closing is ready to occur at an estimated future date. Escrow Agent shall deliver a draft estimated escrow closing statement to each Party at least four business days before the Closing Date, identifying Escrow Agent's calculation and prorations in accordance with this Section 8. Each Party shall not unreasonably disapprove, or unreasonably delay its approval of, such Party's estimated escrow closing statement.

8.2 Purchase Price Calculation. Escrow Agent shall calculate the CCP Purchase Price in accordance with Section 2.8 of this Agreement and the 101 Ash Purchase Price in accordance with Section 2.10 of this Agreement, based on the estimated Closing Date provided by the Parties.

8.3 Proration of Taxes and Rent.

8.3.1 Escrow Agent shall prorate all ad valorem taxes and special taxes or assessments levied or assessed against the Properties for the year of the Closing as of 11:59 p.m. on the day immediately preceding the Closing Date. If the Closing occurs before the tax rate or the assessed valuation is fixed for the tax year in which the Closing occurs, the

prorating of ad valorem taxes shall be based upon the tax rate and the assessed valuation for the preceding tax year. The Parties agree to reasonably apportion applicable taxes and assessments between them upon the Closing, consistent with the provisions of this Section 8.3.

8.3.2 Escrow Agent shall also prorate any and all rents or similar amounts paid by City under either the CCP Lease or the 101 Ash Lease (or for occupancy of the CCP Property or the 101 Ash Property) and received by Lender during the calendar month in which the Closing occurs based on the number of days in that calendar month and the amount allocable to the period in that month after the Closing shall be applied toward the applicable purchase price at Closing.

8.4 Escrow Fees and Related Costs.

8.4.1 City shall pay (i) one-half of Escrow Agent's charges for administering the Escrow, plus (ii) the cost of the CCP Title Policy, including any insurance endorsements requested by City, plus (iii) the incremental cost of the 101 Ash Title Policy associated with any extended coverage above and beyond the standard coverage in an ALTA owner's title policy and including the cost of any endorsements requested by City, plus (iv) the recording fees and documentary transfer taxes (if any) associated with the conveyance of the Properties to City by Lender or Lender's Interim CCP Owner or Lender's Interim 101 Ash Owner, as the case may be.

8.4.2 Cisterra shall pay (i) one-half of Escrow Agent's charges for administering the Escrow, plus (ii) the recording fees and documentary transfer taxes (if any) associated with the conveyance of the Properties by Cisterra's affiliate to Lender or Lender's Interim CCP Owner or Lender's Interim 101 Ash Owner, as the case may be, plus (iii) the premium for the 101 Ash Title Policy to the extent attributable to standard coverage in an owner's title policy (excluding the cost of extended coverage and any insurance endorsements).

8.4.3 All other charges, fees and taxes levied by each and every governmental authority relative to the conveyance of the Properties through the Escrow shall be paid by the applicable Party, in accordance with local custom in San Diego County as determined by Escrow Agent.

9. Dismissal of Lawsuit Claims. Within two business days after the Closing Date, the following events shall occur:

9.1 Dismissal of Claims between the Parties. The Parties shall file with the Clerk of the San Diego Superior Court a Request for Dismissal with Prejudice of all claims and counterclaims between the Parties to this Agreement in the 101 Ash Lawsuit, the CCP Lawsuit, and the CCP Unlawful Detailer Action. For the avoidance of doubt, nothing in this Agreement is intended to require City to dismiss or otherwise compromise any of its claims against Hughes Defendants, WCGC, Argus, any Contractor Defendants, or any other person or entity who is not a Party to this Agreement.

9.2 Dismissal of Cisterra's Cross-Complaints. Cisterra shall file with the Clerk of the San Diego Superior Court a Request for Dismissal with Prejudice of Cisterra's cross-complaints for declaratory relief and indemnity in the Bahena Lawsuit, the Perez Lawsuit, and

the Guerrero Lawsuit. Cisterra represents that it has not filed a cross-complaint in the Adams Lawsuit.

10. Mutual Releases and Related Provisions.

10.1 Definitions. For purposes of this Agreement, the following terms shall have the definitions set forth below:

(a) **“Property Transfer Documents”** refers collectively to all documents required to be signed and deposited into Escrow by any Party in accordance with Section 6 of this Agreement.

(b) **“City Entities”** refers collectively to all past and present officials, officers, agents, employees, representatives, assigns, heirs, affiliates, successors in interest, predecessors in interest, administrators, insurers, adjusters, and attorneys of City.

(c) **“Cisterra Entities”** refers collectively to all past and present directors, officers, managers, members, principals, partners (general and limited), shareholders, certificate holders, agents, employees, representatives, assigns, heirs, parent companies, subsidiary companies, affiliates, successors in interest, predecessors in interest, administrators, insurers, adjusters, and attorneys of Cisterra, including, without limitation, Steven L. Black and Jason Wood, individuals.

(d) **“Lender Entities”** refers collectively to all past and present directors, officers, managers, members, principals, partners (general and limited), shareholders, certificate holders, agents (including, but not limited to, CGA Capital, LLC and its affiliates, principals, officers, employees, and representatives), employees, representatives, assigns, heirs, parent companies, subsidiary companies, affiliates, successors in interest, predecessors in interest, administrators, insurers, adjusters, and attorneys of Lender.

(e) **“Hughes Entities”** refers collectively to Hughes Marino and all past and present directors, officers, managers, members, principals, partners (general and limited), shareholders, certificate holders, agents, employees, representatives, assigns, heirs, parent companies, subsidiary companies, affiliates, successors in interest, predecessors in interest, administrators, insurers, adjusters, and attorneys of Hughes Marino.

(f) **“Claims”** refers collectively to any claims, causes of action, rights, demands, actions, suits, proceedings, damages, debts, liabilities, losses, obligations, costs and expenses (including reasonable attorneys’ fees and court costs), and judgments, whether known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, of any kind or nature whatsoever, including claims for contribution or indemnity.

(g) **“Hazardous Materials”** shall have the same meaning as defined in Section 6(c) of the 101 Ash Lease.

10.2 City’s Release and Covenant Not to Sue. Excluding only the rights and obligations created by this Agreement and by the Property Transfer Documents, City, on behalf of itself and the City Entities, and to the fullest extent permitted by law: (i) fully and

unconditionally releases, settles, and forever discharges Cisterra and the Cisterra Entities and Lender and the Lender Entities from all Claims arising from or relating to the Dispute, which City and the City Entities now have or may have, or which City and the City Entities at any time in the future have or may have; and (ii) covenants not to initiate any claim, demand, proceeding, action, suit or cause of action of any kind or nature whatsoever against Lender or any of the Lender Entities or against Cisterra or any of the Cisterra Entities with respect to the Dispute or any such released Claims, including, without limitation, a “debarment” proceeding against Cisterra or any of the Cisterra Entities under Article 2, Division 8, Section 22.0801, et seq, of the San Diego Municipal Code arising from the Dispute or any such released Claims.

10.3 Cisterra’s Release and Covenant Not to Sue. Excluding only the rights and obligations created by this Agreement and by the Property Transfer Documents, Cisterra, on behalf of itself and the Cisterra Entities, and to the fullest extent permitted by law: (i) fully and unconditionally releases, settles, and forever discharges City and the City Entities and Lender and the Lender Entities from all Claims arising from or relating to the Dispute, which Cisterra and the Cisterra Entities now have or may have, or which Cisterra and the Cisterra Entities at any time in the future have or may have; and (ii) covenants not to initiate any claim, demand, proceeding, action, suit or cause of action of any kind or nature whatsoever against City or any of the City Entities or against Lender or any of the Lender Entities with respect to the Dispute or any such released Claims.

10.4 Lender’s Release and Covenant Not to Sue. Excluding only the rights and obligations created by this Agreement and by the Property Transfer Documents, Lender, on behalf of itself and the Lender Entities, and to the fullest extent permitted by law: (i) fully and unconditionally releases, settles, and forever discharges City and the City Entities and Cisterra and the Cisterra Entities from all Claims arising from or relating to the Dispute, which Lender and the Lender Entities now have or may have, or which Lender and the Lender Entities at any time in the future have or may have; and (ii) covenants not to initiate any claim, demand, proceeding, action, suit or cause of action of any kind or nature whatsoever against City or any of the City Entities or against Cisterra or any of the Cisterra Entities with respect to the Dispute or any such released Claims.

10.5 Section 1542 Waiver. The Parties intend to release all Claims arising from or relating to the Dispute that the releasing Parties may not know or suspect they have against the Parties being released under the releases in Sections 10.2, 10.3, and 10.4, respectively. In connection with those releases, the Parties waive all rights under California Civil Code section 1542 (“**Section 1542**”), which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each Party is aware that it may discover claims or facts in addition to or different from those now known or believed to be true with respect to any matter. Nevertheless, each Party expressly states its intention to fully, finally, and forever settle all Claims arising from or relating to the Dispute that do now exist, may exist, or previously have existed.

The Parties further expressly waive all rights and benefits conferred upon them by any provision of any other law similar to Section 1542 and expressly agree that the releases set forth above shall be given full force and effect, according to the express terms and provisions of this Agreement, as to unknown and unsuspected Claims arising from or relating to the Dispute.

10.6 Essential Terms. The Parties acknowledge that the provisions of this Section 10 are essential and material terms of the Agreement, and that without such provisions, the Parties would not have entered into this Agreement.

10.7 Conflict. In the event of any actual or perceived conflict between this Section 10 and Section 11, the provisions of Section 11 shall control.

11. City's Obligation to Defend and Indemnify.

11.1 Scope of Defense and Indemnification. Except as described in Section 11.2 of this Agreement, City shall defend and indemnify Cisterra, the Cisterra Entities, Lender, and the Lender Entities (collectively, "**Indemnitees**") from and against all Claims: (a) to which any of the Indemnitees is subject because of any past or existing estate or interest in the CCP Property or the 101 Ash Property (collectively, "**Properties**") through and including the Closing Date; and (b) directly or indirectly arising or alleged to arise from or in connection with any of the following: (i) the Prior CCP Transactions or the Prior 101 Ash Transactions; (ii) injury to or death of any person, or damage to or loss of property, on or about the Properties or on adjoining property, sidewalks, streets or ways; (iii) the ownership, use, condition (including latent and other defects whether or not discoverable by Landlord), design, occupancy, lease, sublease, construction, maintenance, repair, or rebuilding of the Properties, including the 101 Ash Renovations, or on adjoining property, sidewalks, streets or way; (iv) violation of any legal requirement, whether with respect to environmental protection or hazardous waste matters or otherwise, with respect to the Properties; (v) any act or omission of City or its agents, contractors, subcontractors, licensees, sublessees, or invitees with respect to one or more of the Properties; (vi) the actual or alleged presence, use, storage, generation, or release of any Hazardous Materials on, under, from, or at the Properties or any portion thereof or any surrounding areas for which City or any of the Indemnitees has or is alleged to have any legal obligation, at any time, including the cost of assessment, containment, or removal of any such Hazardous Materials, the cost of any remedial work in response to a release of any such Hazardous Materials so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with environmental laws in connection with all or any portion of the Properties or the operation thereof, or any surrounding areas for which City or any of the Indemnitees has or is alleged to have any legal obligation; (vii) the Gordon Lawsuit, the Bahena Lawsuit, the Perez Lawsuit, the Adams Lawsuit, and the Guerrero Lawsuit; or (viii) the Dispute.

11.2 Limitation on Scope. City's defense and indemnification obligations under Section 11.1 of this Agreement shall expressly exclude any Claim initiated by or on behalf of Jason Hughes or the Hughes Entities against any of the Indemnitees.

11.3 Cooperation with Defense. Without incurring any financial obligation or out-of-pocket expenses, the Indemnitees shall cooperate reasonably and promptly with City's investigations and requests for documents and information related to the defense of any indemnified Claims under Section 11.1 of this Agreement.

12. Representations and Warranties.

12.1 No Reliance on Other Facts. No Party (nor any officer, agent, partner, employee, representative, insurer, or attorney of or for any Party) has made any statement or representation to any other Party regarding any facts relied upon in entering into this Agreement. Each Party warrants and agrees that it is not relying upon any statement, representation, or promise of any other Party (or of any officer, agent, partner, employee, representative, insurer, or attorney of or for any other Party) in signing this Agreement, or in making the settlement provided for in this Agreement, except as expressly stated in this Agreement. Each Party assumes the risk of any mistake of fact with regard to the controversies comprising or relating to the Dispute or with regard to any facts that are now unknown to that Party.

12.2 Investigation. Each Party has made such investigation of the facts pertaining to the Dispute, the settlement of the Dispute, and this Agreement as it deems necessary or appropriate.

12.3 Legal Compliance. Each Party represents that it will comply with all applicable laws and regulations with respect to this Agreement and the transactions contemplated by this Agreement.

12.4 Consultation. Each Party has read this Agreement and understand its contents, and had the full and complete opportunity to consult with attorneys, consultants, or other advisors of its own choosing with respect to the legal and other consequences of this Agreement.

12.5 No Assignments. Each Party represents and warrants that it has not assigned, transferred, or granted, or purported to assign, transfer, or grant, voluntarily or involuntarily, or by operation of law, any of the claims, demands, or causes of action disposed of by this Agreement.

12.6 Enforceability. Each Party represents and warrants that such Party has duly executed and delivered this Agreement, and that this Agreement is legally valid and fully enforceable against such Party in accordance with its terms.

12.7 Capacity. Each Party represents and warrants that it has the right, power, legal capacity, and authority to enter into this Agreement and perform the obligations under this Agreement, and that no further approval or consent of any person or entity is necessary for such Party to enter into this Agreement and perform the obligations under this Agreement.

12.8 No Commissions. Each Party represents and warrants that no real estate commission, finder's fee, referral fee, or broker's fee has been or will be incurred or paid by any Party in connection with this Agreement or the completion of the transactions contemplated by this Agreement.

12.9 City Attorney's Approval as to Form. The San Diego City Attorney ("**City Attorney**") has strongly recommended, in written and verbal remarks (including a public report contained in the Council docket materials accompanying this Agreement), that the Council reject this Agreement. Recognizing that City Council Authorization has occurred, the City Attorney has signed this Agreement to satisfy the "approved as to form or correctness" requirement under San Diego Charter section 40 for the creation of a legally enforceable City contract. No significance should be ascribed to the City Attorney's signature of this Agreement other than to confirm that the "approved as to form" requirement has been satisfied.

13. Notices.

13.1 Delivery. Any and all notices and communications required or contemplated by this Agreement must be in writing and may be sent by (i) messenger for immediate personal delivery; (ii) nationally recognized delivery service guaranteeing overnight delivery (i.e., United Parcel Service, Federal Express, etc.); (iii) registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, or (iv) electronic transmission, including email (which will be followed by a hard copy delivered in accordance with one of the preceding clauses (i) through (iii) or via regular U.S. mail, unless the hard copy is waived by reply email from a named recipient representing the recipient Party in response to a notice email). To conserve resources and reduce administrative burden, the Parties intend to deliver notices and communications via email, and to confirm via reply email that the delivery of a hard copy is waived, whenever feasible. Any notice will be deemed received by the addressee, on the business day that the notice is sent by messenger for immediate personal delivery and received at the notice address before 5:30 p.m. Pacific Time, on the business day the notice is transmitted electronically and received at the notice address before 5:30 p.m. Pacific Time, one business day after delivery to a nationally recognized overnight delivery service, or two business days after the notice is placed in the United States mail (regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt). Any attorney representing a Party may give any notice on behalf of such Party and may confirm on behalf of such Party that delivery of a hard copy is waived with respect to any notices or communications delivered via email.

13.2 Addresses. The notice addresses for the Parties, Escrow Agent, and Title Insurer, as of the Effective Date, are as follows:

To City:

City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Penny Maus, Director, Department of Real Estate and Airport Management
Email: pmaus@sandiego.gov

With a copy to:

San Diego City Attorney's Office
1200 Third Avenue, Suite 1100
San Diego, CA 92101
Attn: Kevin Reisch, Esq., Senior Chief Deputy City Attorney
Email: kreisch@sandiego.gov

To Cisterra:

Cisterra Partners
4365 Executive Drive, Suite 900
San Diego, CA 92121
Attn: Steven Black
Email: sblack@cisterra.com

with a copy to:

Lexterra PLC
3246 Whittier Street
San Diego, CA 92106
Attn: David L. Dick
Email: david@lexterra.com

To Lender:

CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2017-CTL-1 and
CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2015-CTL-1
c/o Wilmington Trust N.A.
Global Capital Markets - Public Finance & Agency
One Light Street
14th Floor, MD2-L140
Baltimore, MD 21202
Attention: Sarah A. Stokes, Vice President
Email: sstokes@wilmingtontrust.com

with a copy to:

CGA Servicing, LLC
9690 Deerco Road, Suite 250
Timonium, Maryland 21093
Attn: W. Kyle Gore, Managing Director & Principal
Email: kyle.gore@cgacapital.com

with a copy to:

Ballard Spahr LLP
1 E. Washington Street, Suite 2300
Phoenix, AZ 85004-2555
Attention: Craig Ganz
Email: ganzc@ballardspahr.com

To Escrow Agent:

Chicago Title Company
National Commercial Services
2365 Northside Drive, Suite 600
San Diego, California 92108
Attn: Renee Marshall
Email: marshallunit@ctt.com

To Title Insurer:

Chicago Title Insurance Company
2365 Northside Drive, Suite 600
San Diego, California 92108
Attn: Ken Cyr and Mark Franklin
Email: TeamCyrFranklin@ctt.com

13.3 Changes. Each Party shall promptly deliver written notice to the other Parties and Escrow Agent regarding any change in such Party's notice address.

14. Miscellaneous Terms.

14.1 Incorporation by Reference. The Recitals of this Agreement, as well as all exhibits attached to this Agreement, are incorporated fully by this reference into the Terms and Conditions of this Agreement.

14.2 Entire Agreement. This Agreement, including the Property Transfer Documents, contain the entire agreement among the Parties to settle and resolve the Dispute and constitute an integration of the entire agreement, contract, promise, and understandings of the Parties with respect to their settlement and resolution of the Dispute. Except as set forth in this Agreement, all prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded by this Agreement and have no further force or effect. No extraneous, marginal or handwritten notations or insertions not contained within the typewritten body of this Agreement, nor any collateral or parol suggestion or implication that this Agreement is not legally valid or fully enforceable against all Parties, whether verbal or oral, shall be legally effective, valid or enforceable.

14.3 Amendments and Waivers. Any amendment to this Agreement must be in writing and signed by the authorized representative of each Party to be bound by that amendment. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative of the Party making the waiver. Failure to insist on any one occasion upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision, nor shall any waiver or relinquishment of any right or power under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

14.4 Assignments. Except as otherwise specified in this Agreement, no Party shall assign its rights or obligations under this Agreement without obtaining the prior written consent of the other Parties to that assignment, which consent may be withheld in the other Parties' respective sole and absolute discretion.

14.5 Further Actions. Each Party agrees to and will cooperate fully with the other Parties in the performance of this Agreement. Each Party also shall promptly sign and deliver all additional documents, and shall perform any further acts, which may be reasonably necessary to carry out the transactions contemplated by this Agreement.

14.6 Governing Law and Venue. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without regard to choice of law rules. If any dispute arises with respect to the validity, interpretation, or performance of any provision of this Agreement, the Parties agree that the proper venue for resolution of such dispute is San Diego County, California, and the Parties waive any objection to this mutual choice of venue. Each Party submits to the personal jurisdiction of the courts in San Diego County, California.

14.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, heirs, and permitted assigns.

14.8 Recovery of Fees and Costs. If any Party commences any legal action or proceeding seeking to interpret, enforce, reform, or rescind this Agreement or any provision of this Agreement, the prevailing Party (as determined by the court or arbiter in a final decision) will be entitled to receive payment of its reasonable attorneys' fees, reasonable expert and consultant fees, and court costs from the non-prevailing Party.

14.9 No Admission. This Agreement memorializes a settlement that is a compromise of disputed claims. By entering into this Agreement, no Party admits the validity of any other Party's claims or defenses asserted in the Dispute. Neither this Agreement nor the negotiations that preceded it may be construed as an admission of liability by any of the Parties or any of their respective employees, officers, directors, representatives, affiliates, or attorneys.

14.10 Costs and Fees. Except as expressly set forth in this Agreement, and only as between the Parties to this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees and expert and consultant costs, incurred in connection with: (i) the

prosecution or defense of the Dispute; (ii) the negotiation and mediation of the settlement terms memorialized in this Agreement; and (iii) the preparation and negotiation of this Agreement.

14.11 No Influence. In making this Agreement, the Parties have relied wholly on their judgment, belief, and knowledge of the nature, extent, and duration of alleged damages and injuries. The Parties have not been influenced to any extent in making this Agreement by any representations or statements regarding alleged damages or injuries or regarding any other matter made by the persons, firms, entities, or corporations which are released in this Agreement or by any person representing any of them.

14.12 No Interference. Each Party agrees that it will not in the future encourage or assist any other person in considering or bringing claims against another Party that are the same as, similar to, or derivative from those asserted in the Dispute.

14.13 Mutual Negotiation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. Each Party has participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisors of that Party's own selection.

14.14 No Personal Liability of City Officials and Employees. No official or employee of City will be personally liable to any Party or its successor or assignee in the event of the City's default under this Agreement or for any amount that may become due to such Party, or on any obligations under the terms of this Agreement, except to the extent resulting from the fraudulent or willful misconduct of such official or employee.

14.15 Headings, Captions, and Sections. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any provisions of this Agreement. Unless otherwise specified, all references in this Agreement to sections, subsections, paragraphs, or provisions are to those in this Agreement. Any reference to a section in this Agreement includes all subsections and paragraphs in such section.

14.16 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, invalid, or void, such provision shall have no effect and shall be deemed severed from this Agreement, but all the remaining provisions of this Agreement shall remain in full force and effect.

14.17 Survival. Except as otherwise specified in this Agreement, any obligation which accrues under this Agreement shall survive the Closing.

14.18 No Third-Party Rights. Except as otherwise specified in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties to this Agreement and their respective successors and assigns, any rights or remedies.

14.19 Time of Essence. Time is of the essence with respect to the performance of each and every obligation in this Agreement.

14.20 Relationship. Nothing in this Agreement shall be deemed or construed by the Parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Parties or between a Party and any third party.

14.21 Tax Consequences. Each Party will bear all responsibility, liability, and costs relating to any tax consequences experienced by such Party as a result of this Agreement and the transactions contemplated by this Agreement.

14.22 Confidential Discovery Material. To the extent that any Party has designated any documents as confidential discovery material when producing those documents in discovery during the Dispute, the producing Party waives any requirement that the receiving Parties destroy or return such materials and agrees that the receiving Parties and their counsel may maintain intact their files and related electronic databases.

14.23 Principles of Construction. A word, term, or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words “include” and “including” in this Agreement shall be construed to be followed by the words: “without limitation.” Except where the context clearly requires otherwise, (i) each collective noun in this Agreement shall be interpreted as if followed by the words “(or any part of it)”; and (ii) the word “or” in this Agreement shall include the word “and.” The words “shall” and “will” have the same meaning as the word “must” and denote a mandatory action. The word “may” denotes a permissive action. Every reference to a document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda, and riders to such document. Every reference to a law or legal requirement refers to each legal requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

14.24 Business Days. For purposes of this Agreement, “business day” means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) any other day on which City, Escrow Agent, or any nationally chartered bank is not open for business. In the event any date, deadline, or due date set forth in this Agreement falls on a day that is not a business day, then such deadline or due date shall automatically be extended to the next business day.

14.25 Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.26 Electronic Signatures. The Parties may deliver signatures of this Agreement or any documents relating to the transactions contemplated by this Agreement via facsimile or reliable electronic transmittal (e.g., DocuSign), except that an original signature must be provided for any documents to be recorded in the Official Records.

[remainder of this page intentionally left blank]

This Agreement is signed by a duly authorized representative of each Party on the dates shown below, to be effective as of the Effective Date.

The City of San Diego,
a California municipal corporation

By: _____
Name: _____
Title: _____
Date: _____, 2022


APPROVED SOLELY AS TO FORM (see
Section 12.9 of this Agreement):

Mara W. Elliott, City Attorney

By: _____
Name: _____
Title: _____
Date: _____, 2022

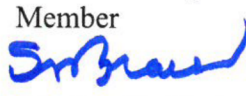
CCP 1200, LLC,
a Delaware limited liability company

By: CCP Member, LLC, a Delaware
limited liability company, its sole
Member


By: 
Name: Steven L. Black
Title: Manager
Date: _____, 2022

101 Ash, LLC,
a Delaware limited liability company

By: 101 Ash Member, LLC, a Delaware
limited liability company, its sole
Member

By: 
Name: Steven L. Black
Title: Manager
Date: _____, 2022

Cisterra Partners, LLC,
a California limited liability company

By: 
Name: Steven L. Black
Title: Manager
Date: _____, 2022

Wilmington Trust, National Association, as
trustee of CGA Capital Credit Lease-Backed
Pass-Through Trust, Series 2015-1

By: _____
Name: _____
Title: _____
Date: _____, 2022

Wilmington Trust, National Association, as
trustee of CGA Capital Credit Lease-Backed
Pass-Through Trust, Series 2017-1

By: _____
Name: _____
Title: _____
Date: _____, 2022

This Agreement is signed by a duly authorized representative of each Party on the dates shown below, to be effective as of the Effective Date.

The City of San Diego,
a California municipal corporation

By: _____
Name: _____
Title: _____
Date: _____, 2022

APPROVED SOLELY AS TO FORM (see
Section 12.9 of this Agreement):

Mara W. Elliott, City Attorney

By: _____
Name: _____
Title: _____
Date: _____, 2022

CCP 1200, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2022

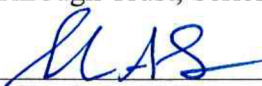
101 Ash, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2022


Cisterra Partners, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2022

Wilmington Trust, National Association, as
trustee of CGA Capital Credit Lease-Backed
Pass-Through Trust, Series 2015-1

By:  _____
Name: Sarah A. Stokes
Title: Vice President
Date: June 20 _____, 2022

Wilmington Trust, National Association, as
trustee of CGA Capital Credit Lease-Backed
Pass-Through Trust, Series 2017-1

By:  _____
Name: Sarah A. Stokes
Title: Vice President
Date: June 20 _____, 2022

Attachment 1

Escrow Agent's Consent

The undersigned ("Escrow Agent") acknowledges delivery of the fully-signed original of the Settlement Agreement and Mutual Release ("Agreement") dated as of _____, 2022, by and among the parties identified in the preamble on page 1 of the Agreement.

The undersigned agrees to act as Escrow Agent in accordance with the provisions of the Agreement relating to the conveyance of certain real properties and related funding actions.

Dated this ____ day of _____, 2022.

CHICAGO TITLE COMPANY

By: _____

Name: _____

Title: _____

Exhibit A-1

Legal Description of the CCP Property

EXHIBIT "A-1"

LEGAL DESCRIPTION OF CCP

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

PARCEL 1: [APN: 533-433-10-00](#) & 533-433-11-00

LOTS A, B, C, D, E, F, I AND J OF BLOCK 12 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY. EXPRESSLY EXCEPTING ANY PORTION OF 2ND AVENUE AND B STREET ADJOINING SAID LAND ON THE WEST AND SOUTH, AS VACATED AND CLOSED TO PUBLIC USE.

NOTE: SAID LAND IS ALSO KNOWN AS PARCELS A AND B OF [PARCEL MAP NO. 478](#).

PARCEL 2: [APN: 533-433-13-00](#)

LOTS G AND H IN BLOCK 12 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXPRESSLY EXCEPTING ANY PORTION OF B STREET ADJOINING SAID LAND ON THE SOUTH, AS VACATED AND CLOSED TO PUBLIC USE.

PARCEL 3A:

AN EXCLUSIVE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING SUBTERRANEAN VEHICULAR PARKING FACILITIES, AND FOR PURPOSES INCIDENTAL THERETO, PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE "MUTUAL GRANT OF EASEMENTS, ENCROACHMENT PERMIT, AND MAINTENANCE AGREEMENT" RECORDED DECEMBER 17, 1973, AS [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), UPON PORTIONS OF SECOND AVENUE AND "B" STREET ADJACENT TO LOTS C THROUGH G, INCLUSIVE OF BLOCK 12 OF HORTON'S ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AS MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 3A1:

THE EASTERLY 25.50 FEET OF THE WESTERLY HALF OF THAT PORTION OF SECOND AVENUE LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 12.00 FEET OF "B" STREET AND SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT "C" OF BLOCK 12 ALL BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3A2:

THE EASTERLY HALF OF THAT PORTION OF SECOND AVENUE ADJOINING LOTS "C", "D", "E" AND "F" IN BLOCK 12, TOGETHER WITH THE NORTHERLY 12.00 FEET OF THAT PORTION OF "B" STREET LYING EASTERLY OF THE CENTER LINE OF SECOND AVENUE AND WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT "G" IN BLOCK 12 ALL BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

**EXHIBIT A-1
(Continued)**

PARCEL 3B:

AN EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, TO AND FROM SAID SUBTERRANEAN PARKING FACILITY, THE CONSTRUCTION AND MAINTENANCE OF RAMPS FOR SAME, AND FOR PURPOSES INCIDENTAL THERETO, PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE "MUTUAL GRANT OF EASEMENTS, ENCROACHMENT PERMIT, AND MAINTENANCE AGREEMENT" RECORDED DECEMBER 17, 1973, AS [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), OVER AND UPON PORTIONS OF SECOND AVENUE ADJACENT TO LOTS A, B AND C OF BLOCK 12 OF SAID HORTON'S ADDITION, AS MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 3B1:

THE NORTHERLY 135.00 FEET OF THE EASTERLY 12.00 FEET OF THAT PORTION OF THE WESTERLY HALF OF SECOND AVENUE LYING SOUTHERLY OF THE SOUTH LINE OF "A" STREET BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3B2:

THE NORTHERLY 135.00 FEET OF THAT PORTION OF THE EASTERLY HALF OF SECOND AVENUE LYING SOUTHERLY OF THE SOUTH LINE OF "A" STREET BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3C:

A NONEXCLUSIVE EASEMENT OVER AND UPON PORTIONS OF SECOND AVENUE AND "B" STREET ADJACENT TO LOTS A THROUGH G OF BLOCK 12 OF SAID HORTON'S ADDITION, PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE "MUTUAL GRANT OF EASEMENTS, ENCROACHMENT PERMIT, AND MAINTENANCE AGREEMENT" RECORDED DECEMBER 17, 1973, AS [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), AS MORE FULLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF SECOND AVENUE AND "B" STREET ADJOINING LOTS "A", "B", "C", "D", "E", "F" AND "G" IN BLOCK 12 ON THE WEST AND ON THE SOUTH OF BLOCK 12 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FOR THE PURPOSE OF ENTERING THEREON AND CONDUCTING ANY AND ALL OPERATIONS NECESSARY OR APPROPRIATIVE FOR THE SERVICING, REPAIR AND MAINTENANCE OF IMPROVEMENTS ON EITHER SAID PROPERTY OR ADJOINING PROPERTY IN WHICH GRANTORS HAS AN INTEREST.

PARCEL 4:

THE RIGHT TO INSTALL AND MAINTAIN AN ENCROACHMENT OF A MULTI-LEVEL, SUBTERRANEAN PARKING STRUCTURE, AS SET OUT UNDER THAT CERTAIN DOCUMENT EXECUTED BY AND BETWEEN SECTRAS CORPORATION AND THE CITY OF SAN DIEGO RECORDED DECEMBER 17, 1973 RECORDER'S [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), ON THOSE CERTAIN PORTIONS OF THIRD AVENUE AND "B" STREET ADJACENT TO LOTS G THROUGH J, INCLUSIVE, OF SAID BLOCK 12, HORTON'S ADDITION, DESCRIBED AS FOLLOWS:

**EXHIBIT A-1
(Continued)**

THE WESTERLY 13.50 FEET OF THAT PORTION OF THIRD AVENUE LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT "J" IN BLOCK 12 AND NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 12.00 FEET OF "B" STREET BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 5:

THE RIGHTS CREATED UNDER THAT CERTAIN ENCROACHMENT REMOVAL AGREEMENT DATED DECEMBER 31, 1970 EXECUTED BY SECTRAS CORPORATION, A CORPORATION, AND THE CITY OF SAN DIEGO RECORDED SEPTEMBER 15, 1972 AS [DOCUMENT NO. 247671](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

Exhibit A-2

Legal Description of the 101 Ash Property

EXHIBIT "A-2"

LEGAL DESCRIPTION OF 101 ASH

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

PARCEL 1: ([APN: 533-424-14-00](#))

LOTS A, B, C, D, E, F, G, H, I, J AND K IN BLOCK 195 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L. L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING FROM SAID LOT K THE NORTHERLY ONE-HALF THEREOF.

PARCEL 2: ([APN: 533-424-11-00](#))

LOT L AND THE NORTHERLY ONE-HALF OF LOT K IN BLOCK 195 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L. L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

Exhibit B

Form of Grant Deed for Conveyance of Each Property to Lender

[provided starting on next page]

EXHIBIT B TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

FORM OF GRANT DEED FOR CONVEYANCE FROM CISTERRA TO LENDER

Recording requested by:

CHICAGO TITLE COMPANY

After recording, mail to:

[insert Lender's address and recipient's name]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: _____ [insert APNs from preliminary title report]

Per Cal. Revenue and Taxation Code section 11911, documentary transfer tax is zero dollars (\$0) because the real property is being conveyed subject to liens and encumbrances that equal or exceed the value of the real property.

GRANT DEED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a _____ [insert name and state of incorporation of applicable Cisterra entity] ("Grantor"), GRANTS and conveys to _____, a _____ [insert name and state of incorporation of applicable Lender entity], all that improved real property described in Exhibit "A" attached to this Grant Deed, together with all rights and appurtenances thereto, subject to (i) nondelinquent taxes and assessments; and, (ii) all matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose..

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has signed this Grant Deed, to be effective upon its recordation in the Official Records of the San Diego County Recorder's Office.

GRANTOR:

[insert name and state of incorporation of Grantor]

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____ (date), before me, _____

(name and title of notary public), personally appeared _____

(name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

Legal Description

[insert legal description provided by Chicago Title Company]

APNs: _____

Exhibit C

Form of Grant Deed for Conveyance of Each Property to City

[provided starting on next page]

EXHIBIT C TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

FORM OF GRANT DEED FOR CONVEYANCE FROM LENDER TO CITY

Recording requested by:

CHICAGO TITLE COMPANY

After recording, mail to:

THE CITY OF SAN DIEGO
Attention: Director, Department of Real Estate
and Airport Management
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4199

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: _____ [insert APNs from preliminary title report]

Presented for recording by, and for the benefit of, the City of San Diego

Exempt from Recording Fees per Cal. Govt. Code §§ 6103 and 27383

Exempt from Documentary Transfer Tax per Cal. Revenue and Taxation Code § 11922

GRANT DEED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a _____ [insert name and state of incorporation of applicable Lender entity] ("Grantor"), GRANTS and conveys to the City of San Diego, a California municipal corporation ("Grantee"), all that improved real property described in Exhibit "A" attached to this Grant Deed, together with all rights and appurtenances thereto, subject to (i) nondelinquent taxes and assessments; and, (ii) all matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have signed this Grant Deed, to be effective upon its recordation in the Official Records of the San Diego County Recorder's Office.

GRANTOR:

[insert name and state of incorporation of Grantor]

By: _____

Name: _____

Title: _____

This is to certify that the interest in the real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

THE CITY OF SAN DIEGO,
a California municipal corporation

By: _____

Penny Maus
Director, Department of Real Estate and Airport Management

APPROVED AS TO FORM:

Mara W. Elliott, City Attorney

By: _____

Kevin Reisch
Senior Chief Deputy City Attorney

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____ (date), before me, _____

(name and title of notary public), personally appeared _____

(name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

Legal Description

[insert legal description provided by Chicago Title Company]

APNs: _____

Exhibit D

Preliminary Title Report for CCP Property

[provided starting on next page]



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00177655-993-SD2-CFU**

Main Office Line: **(619) 521-3500**

City of San Diego-Real Estate Assets Dept.
1200 Third Ave., Suite 1700
San Diego, CA 92101
ATTN: Ken Anderssohn
Email: KAnderssohn@sandiego.gov
REF:

Title Officer: Ken Cyr & Mark Franklin
Title Officer Phone: (619) 521-3673
Title Officer Fax: (619) 521-3608
Title Officer Email: TeamCyrFranklin@ctt.com

PROPERTY: **1200 THIRD AVENUE & 201 A STREET, SAN DIEGO, CA**

FIRST AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago 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(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida 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.

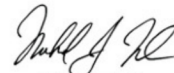
Chicago Title Company

By: 

Authorized Signature



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: June 7, 2022 at 7:30 a.m.

ORDER NO.: 00177655-993-SD2-CFU

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

ALTA Extended Owner's Policy (7-1-21)

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

A Fee as to Parcel(s) 1 and 2

Easement(s) more fully described below as to Parcel(s) 3, 4 & 5

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

CCP 1200, LLC, a Delaware limited liability company

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

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

PARCEL 1: [APN: 533-433-10-00](#) & 533-433-11-00

LOTS A, B, C, D, E, F, I AND J OF BLOCK 12 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY. EXPRESSLY EXCEPTING ANY PORTION OF 2ND AVENUE AND B STREET ADJOINING SAID LAND ON THE WEST AND SOUTH, AS VACATED AND CLOSED TO PUBLIC USE.

NOTE: SAID LAND IS ALSO KNOWN AS PARCELS A AND B OF [PARCEL MAP NO. 478](#).

PARCEL 2: [APN: 533-433-13-00](#)

LOTS G AND H IN BLOCK 12 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXPRESSLY EXCEPTING ANY PORTION OF B STREET ADJOINING SAID LAND ON THE SOUTH, AS VACATED AND CLOSED TO PUBLIC USE.

PARCEL 3A:

AN EXCLUSIVE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING SUBTERRANEAN VEHICULAR PARKING FACILITIES, AND FOR PURPOSES INCIDENTAL THERETO, PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE "MUTUAL GRANT OF EASEMENTS, ENCROACHMENT PERMIT, AND MAINTENANCE AGREEMENT" RECORDED DECEMBER 17, 1973, AS [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), UPON PORTIONS OF SECOND AVENUE AND "B" STREET ADJACENT TO LOTS C THROUGH G, INCLUSIVE OF BLOCK 12 OF HORTON'S ADDITION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AS MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 3A1:

THE EASTERLY 25.50 FEET OF THE WESTERLY HALF OF THAT PORTION OF SECOND AVENUE LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 12.00 FEET OF "B" STREET AND SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT "C" OF BLOCK 12 ALL BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3A2:

THE EASTERLY HALF OF THAT PORTION OF SECOND AVENUE ADJOINING LOTS "C", "D", "E" AND "F" IN BLOCK 12, TOGETHER WITH THE NORTHERLY 12.00 FEET OF THAT PORTION OF "B" STREET LYING EASTERLY OF THE CENTER LINE OF SECOND AVENUE AND WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT "G" IN BLOCK 12 ALL BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXHIBIT A
(Continued)

PARCEL 3B:

AN EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, TO AND FROM SAID SUBTERRANEAN PARKING FACILITY, THE CONSTRUCTION AND MAINTENANCE OF RAMPS FOR SAME, AND FOR PURPOSES INCIDENTAL THERETO, PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE "MUTUAL GRANT OF EASEMENTS, ENCROACHMENT PERMIT, AND MAINTENANCE AGREEMENT" RECORDED DECEMBER 17, 1973, AS [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), OVER AND UPON PORTIONS OF SECOND AVENUE ADJACENT TO LOTS A, B AND C OF BLOCK 12 OF SAID HORTON'S ADDITION, AS MORE FULLY DESCRIBED AS FOLLOWS:

PARCEL 3B1:

THE NORTHERLY 135.00 FEET OF THE EASTERLY 12.00 FEET OF THAT PORTION OF THE WESTERLY HALF OF SECOND AVENUE LYING SOUTHERLY OF THE SOUTH LINE OF "A" STREET BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3B2:

THE NORTHERLY 135.00 FEET OF THAT PORTION OF THE EASTERLY HALF OF SECOND AVENUE LYING SOUTHERLY OF THE SOUTH LINE OF "A" STREET BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 3C:

A NONEXCLUSIVE EASEMENT OVER AND UPON PORTIONS OF SECOND AVENUE AND "B" STREET ADJACENT TO LOTS A THROUGH G OF BLOCK 12 OF SAID HORTON'S ADDITION, PURSUANT AND SUBJECT TO THE TERMS AND PROVISIONS OF THE "MUTUAL GRANT OF EASEMENTS, ENCROACHMENT PERMIT, AND MAINTENANCE AGREEMENT" RECORDED DECEMBER 17, 1973, AS [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), AS MORE FULLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF SECOND AVENUE AND "B" STREET ADJOINING LOTS "A", "B", "C", "D", "E", "F" AND "G" IN BLOCK 12 ON THE WEST AND ON THE SOUTH OF BLOCK 12 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FOR THE PURPOSE OF ENTERING THEREON AND CONDUCTING ANY AND ALL OPERATIONS NECESSARY OR APPROPRIATIVE FOR THE SERVICING, REPAIR AND MAINTENANCE OF IMPROVEMENTS ON EITHER SAID PROPERTY OR ADJOINING PROPERTY IN WHICH GRANTORS HAS AN INTEREST.

PARCEL 4:

THE RIGHT TO INSTALL AND MAINTAIN AN ENCROACHMENT OF A MULTI-LEVEL, SUBTERRANEAN PARKING STRUCTURE, AS SET OUT UNDER THAT CERTAIN DOCUMENT EXECUTED BY AND BETWEEN SECTRAS CORPORATION AND THE CITY OF SAN DIEGO RECORDED DECEMBER 17, 1973 RECORDER'S [INSTRUMENT NO. 73-347479 OF OFFICIAL RECORDS](#), ON THOSE CERTAIN PORTIONS OF THIRD AVENUE AND "B" STREET ADJACENT TO LOTS G THROUGH J, INCLUSIVE, OF SAID BLOCK 12, HORTON'S ADDITION, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

THE WESTERLY 13.50 FEET OF THAT PORTION OF THIRD AVENUE LYING SOUTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT "J" IN BLOCK 12 AND NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 12.00 FEET OF "B" STREET BEING A PORTION OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 5:

THE RIGHTS CREATED UNDER THAT CERTAIN ENCROACHMENT REMOVAL AGREEMENT DATED DECEMBER 31, 1970 EXECUTED BY SECTRAS CORPORATION, A CORPORATION, AND THE CITY OF SAN DIEGO RECORDED SEPTEMBER 15, 1972 AS [DOCUMENT NO. 247671](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTIONS

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

- A. Taxes not assessed.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, 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.
- 1. The following recitals and easements as set out in deed from Sectras Corporation, a corporation to Janss Corporation, a Delaware corporation, as to an undivided 9/10 interest and to Palmieri, Dallman and Guthrie, a general partnership, as to an undivided 1/10 interest, as tenants in common recorded July 15, 1963, recorder's [File No. 122591](#).

Grantors grants to grantee for a term of 90 years from the date of this deed or until such time as the building now located on the property described aforesaid as "Lots K and L" is destroyed or removed, whichever event shall first occur, the following described easements:

-A- a non-exclusive easement for ingress only of vehicular and pedestrian travel over the easterly 10 feet of Lot A, and the easterly 10 feet of the northerly 20 feet of Lot B, Block 12 of Horton's Addition, according to Map thereof made by L.L. Lockling on file in the Office of the County Recorder of San Diego County, reserving joint use thereof to grantor and others.

Affects: Parcel 1

-B- an easement for air and light, beginning at a height of 72 feet above the now existing curb level, over the easterly 20 feet of Lot A, Block 12 of Horton's Addition, according to Map thereof made by L.L. Lockling on file in the Office of the County Recorder of San Diego County.

Affects: Parcel 1

Grantor does hereby agree that Lots I and J, in Block 12 of Horton's Addition, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by L.L. Lockling on file in the Office of the County Recorder of San Diego County, for a period of 90 years, or until such time as the building now located on the property described above as Lots K and L is destroyed or removed, whichever shall first occur, shall be used to the extent necessary for parking for an equal number of automobiles as may be accommodated at the present time on said Lots I and J. This covenant shall not otherwise limit the use to which said premises may be put nor prevent grantor, or its successors and assigns, from constructing buildings or other improvements on said Lots I and J or removing same and interrupting such use during reasonable construction periods, provided that automobile parking equivalent in number of accommodations, as exists at the present time, is made available on said premises thereafter, such parking may be available to the public generally or limited as grantor in its sole discretion may deem advisable from time to time, but no limitation shall be made to prohibit parking by tenants and invitees of tenants of the building located on Lots K and L upon the terms and payment of charges therefor as may be established from time to time, which charges shall be such as to apply uniformly, and shall be comparable to charges made for automobile parking on properties of a generally similar character in the City of San Diego.

Affects: Parcel 1

Note: By agreement recorded July 26, 1972 as [Instrument No. 193871](#), and re-recorded March 29, 1974, as [Instrument No. 74-079204](#) certain other easements contained in said document were eliminated.

EXCEPTIONS (Continued)

Reference is made to said document for full particulars.

Affects: Parcel 1 & 3

2. An Agreement, and the terms and conditions as contained therein

Dated:. July 21, 1970
By and Between:. The City of San Diego and Sectras Corporation, a California corporation
Recorded:. August 19, 1970 as [Instrument No. 148242 of Official Records](#)
Regarding:. Vacation of Public Street, Creation of Certain Easements, Holding of Certain Lots as One Parcel and for Payment of Certain Improvements

Reference is hereby made to said document for full particulars.

Affects: Parcels 1 & 3

3. An Agreement, and the terms and conditions as contained therein

By and Between:. Vernon M. Brown, et al, as First Party, Sectras Corporation, a California corporation as second party and San Diego Gas and Electric Company, a corporation, as third party
Recorded:. August 25, 1971 as [Instrument No. 191627 of Official Records](#)
Regarding:. Creation of Certain Easements Running Through Lot H

Reference is hereby made to said document for full particulars.

Affects Parcel 2

4. Easements granted by deed recorded July 26, 1972 as [Instrument No. 193871](#) and re-recorded March 29, 1974, as [Instrument No. 74-079204](#) in favor of Title Insurance and Trust Company, a corporation, as trustee under Its Trust No. P.H. 47118 which easements are as follows:

-A- A non-exclusive easement at "A" Street grade level for ingress and egress for vehicular and pedestrian travel over the westerly 12 feet of the easterly 14 feet of Lot A, and the easterly 14 feet of the northerly 20 feet of Lot B, Block 22 of Horton's Addition, in the County of San Diego, State of California, according to map thereof by L.L. Lockling on file in the office of the County Recorder of San Diego County.

Affects: Parcel 1

-B- A non-exclusive easement 12 feet in width, to permit entry to grantees basement only, for vehicular ingress only, over Lot J, Block 12 of Horton's Addition, in the County of San Diego, State of California, according to map thereof made by L.L. Lockling on file in the office of the County Recorder of San Diego County, reserving unto grantor, however, the continuing right and privilege to determine, and from time to time to change, the exact location of said easement, as in the sole judgment of grantor is most suitable and appropriate; except that at no time shall grantee be deprived of vehicular ingress to and egress from the basement level of his building.

Affects: Parcel 1

EXCEPTIONS (Continued)

-C- A non-exclusive easement, 12 feet in width, to permit egress from grantees basement level only, for vehicular egress only, over and upon: -1- those portions of Second Avenue adjacent to Lots A, B and C, Block 12 of Horton's Addition, more particularly described as the northerly 135.00 feet of the easterly 52.00 feet of that portion of Second Avenue lying southerly of the south line of "A" Street, being a portion of Horton's Addition, in the County of San Diego, State of California, according to map thereof made by L.L. Lockling on file in the office of the County Recorder of San Diego County, and over and upon -2- Lot C and the westerly 25.00 feet of Lot J of Block 12 of said Horton's Addition: reserving unto grantor, however, the continuing right and privilege to determine, and from time to time to change the exact location of said easement, as contemplated by both Paragraph 2 -C- -1- and 2 -C- -2- above, as in the sole judgment of grantor is most suitable and appropriate. the parties hereto mutually understood and agree that the grant of easement rights described in paragraph 2 -C- -1- are not exclusive to the grantee, and that the rights of grantor, its successors or assigns, to use either the property or the easement therein described, or to convey to other persons the right to use said property or easement, are in no way diminished.

Affects: Parcels 1 & 3

-D- An easement for air and light over the northerly 20 feet of the easterly 50 feet of Lot J, Block 12 of Horton's Addition, in the County of San Diego, State of California, according to map thereof made by L.L. Lockling on file in the office of the County Recorder of San Diego County; said easement to commence at a height of 15 feet above sidewalk grade level as presently existing on the northerly line of Said Lot J.

Affects: Parcel 1, as shown on the Survey

5. An Agreement, and the terms and conditions as contained therein

Dated:. December 31, 1970
By and Between:. Sectras Corporation and the City of San Diego
Recorded:. September 15, 1972 as [Instrument No. 247671 of Official Records](#)
Regarding:. Encroachment Removal Agreement as to Electric Vault in Right of Way

Reference is hereby made to said document for full particulars.

Affects: Parcel 1

6. An Agreement, and the terms and conditions as contained therein

Dated:. June 8, 1973
By and Between:. Pacific Southwest Realty Company and the City of San Diego
Recorded:. June 13, 1973 as [Instrument No. 73-161448 of Official Records](#)
Regarding:. Covenant and Agreement to Hold Property as One Parcel

Reference is hereby made to said document for full particulars.

Affects: Parcel 1

EXCEPTIONS (Continued)

7. An Agreement, and the terms and conditions as contained therein

Dated:. October 15, 1970
By and Between:. City of San Diego and Sectras Corporation, a California corporation
Recorded:. December 17, 1973 as [Instrument No. 73-347479 of Official Records](#)
Regarding:. Mutual Grant of Easements, Encroachment Permit and Maintenance Agreement

Reference is hereby made to said document for full particulars.

Note: Said document contains an easement in favor of the City of San Diego for public access to parking structure eighteen -18- feet in width over Lots "C" and "J".

Said easement has been conveyed and/or reserved in various other instruments of record

Affects: Parcel 1, as shown on the Survey

8. The rights of the public in and to that portion of the herein described property lying within Third Avenue and "B" Street for Public Street purposes.

Affects Parcel 4

9. Various covenants and conditions contained in that certain encroachment removal agreement by and between Sectras Corporation, a corporation, and the City of San Diego recorded September 15, 1972, as [Document No. 247671](#).

Affects: Parcel 5

10. The rights of the public in and to that portion of the herein described property lying within "A" street for public street purposes.

11. An Agreement, and the terms and conditions as contained therein

Dated:. January 23, 1976
By and Between:. The City of San Diego, a municipal corporation and Pacific Southwest Realty Company, a Delaware corporation, a wholly-owned subsidiary of Security Pacific National Bank, a national banking association, as successor in interest to Sectras Corporation, and Mr. Edwin Lowe
Recorded:. October 27, 1976 as [Instrument No. 76-357719 of Official Records](#)
Regarding:. To amend that certain agreement known as document No. 734013, on file in the office of the City Clerk of the City of San Diego, and to terminate that certain agreement known as document No. 733042, on file in the office of the City Clerk of the City of San Diego

Reference is hereby made to said document for full particulars.

EXCEPTIONS (Continued)

12. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Centre City Redevelopment Project Area Statement
Recorded: April 30, 2007 as [Instrument No. 2007-0292863](#) and also recorded September 4, 2009 as [Instrument No. 2009-0499449](#), both of Official Records

13. DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING given to secure the original amount shown below, and any other amount payable under the terms thereof.

Amount: \$58,124,736.39
Dated: June 1, 2015
Trustor/Grantor: CCP 1200, LLC, a Delaware limited liability company
Trustee: Chicago Title Insurance Company
Beneficiary: Wilmington Trust, National Association, as trustee for the registered certificate holders, from time to time, of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2015-CTL-1
Recording Date: June 1, 2015
[Recording No:](#) [2015-0278695 of Official Records](#)

14. An ASSIGNMENT OF LEASES AND RENTS assigning certain of the lessor's interests under leases referred to therein, which assignment recites, among other things, that it is given as additional security for the deed of trust shown in paragraph 4 of Schedule A

Executed by: CCP 1200, LLC, a Delaware limited liability company
In favor of: Wilmington Trust, National Association, as trustee for the registered certificate holders, from time to time, of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2015-CTL-1
Recording Date: June 1, 2015
[Recording No:](#) [2015-0278696 of Official Records](#)

15. A UNIFORM COMMERCIAL CODE (UCC1) FINANCING STATEMENT as follows:

Debtor: CCP 1200, LLC
Secured Party: Wilmington Trust, National Association, as trustee for the registered certificate holders, from time to time, of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2015-CTL-1
Recording Date: June 2, 2015
[Recording No:](#) [2015-0281153 of Official Records](#)

A change to the above financing statement was filed

Nature of Change: Continuation
Recording Date: May 29, 2020
[Recording No:](#) [2020-0274059 of Official Records](#)

EXCEPTIONS (Continued)

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

Entitled: Memorandum of Lease
Lessor: CCP 1200, LLC, a Delaware limited liability company
Lessee: the City of San Diego, a municipal corporation
Recording Date: June 1, 2015
[Recording No: 2015-0278694 of Official Records](#)

Matters contained in that certain document

Entitled: Subordination, Non-Disturbance and Attornment Agreement
Dated: June 1, 2015
Executed by: Wilmington Trust, National Association, The City of San Diego, a municipal corporation, and CCP 1200, LLC, a Delaware limited liability company
Recording Date: June 1, 2015
[Recording No: 2015-0278697 of Official Records](#)

Reference is hereby made to said document for full particulars.

17. Water rights, claims or title to water, whether or not disclosed by the public records.
18. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
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.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. 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: CCP 1200, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if 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 amendments 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 is currently domiciled.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. 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.
4. 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.
5. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - E. CLTA Standard Coverage Policy 1990 (11-09-18).

**INFORMATIONAL NOTES
(Continued)**

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF INFORMATIONAL NOTES

Ken Cyr & Mark Franklin/rp

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 phone 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 Complaint Center:
<http://www.ic3.gov>



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 Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink 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
CTIC – Chicago Title Insurance Company

Available Discounts

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 forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

Effective August 1, 2021

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request 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 without your consent.

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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 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 your 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 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

ATTACHMENT ONE (Revised 05-06-16)

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 of 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.

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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

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, {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:

{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:}

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 in 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 that 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. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

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.

Exhibit E

Preliminary Title Report for 101 Ash Property

[provided starting on next page]



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00177657-993-SD2-CFU**

Main Office Line: **(619) 521-3500**

City of San Diego-Real Estate Assets Dept.
1200 Third Ave., Suite 1700
San Diego, CA 92101
ATTN: Ken Anderssohn
Email: KAnderssohn@sandiego.gov
REF:

Title Officer: Ken Cyr & Mark Franklin
Title Officer Phone: (619) 521-3673
Title Officer Fax: (619) 521-3608
Title Officer Email: TeamCyrFranklin@ctt.com

PROPERTY: **101 ASH, SAN DIEGO, CA**

FIRST AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago 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(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida 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.

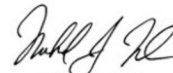
Chicago Title Company

By: 

Authorized Signature



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: June 7, 2022 at 7:30 a.m.

ORDER NO.: 00177657-993-SD2-CFU

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

ALTA Extended Owner's Policy (7-1-21)

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:](#)

101 ASH, LLC, a Delaware limited liability company

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

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

PARCEL 1: ([APN: 533-424-14-00](#))

LOTS A, B, C, D, E, F, G, H, I, J AND K IN BLOCK 195 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L. L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTING FROM SAID LOT K THE NORTHERLY ONE-HALF THEREOF.

PARCEL 2: ([APN: 533-424-11-00](#))

LOT L AND THE NORTHERLY ONE-HALF OF LOT K IN BLOCK 195 OF HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L. L. LOCKLING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPTIONS

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

- A. Taxes not assessed.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, 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.
1. An Encroachment Removal Agreement between the City of San Diego and San Diego Gas and Electric Company, owner, recorded April 17, 1968 as [Instrument No. 64473, of Official Records](#), relating to the installation, maintenance and possible removal of water vault.
2. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Centre City Redevelopment Agency
Recording Date: May 12, 1992
[Recording No: 1992-0287642, of Official Records](#)

and Recording Date: April 30, 2007
and [Recording No: 2007-0292863, of Official Records](#)

and Recording Date: September 4, 2009
and [Recording No: 2009-0499449, of Official Records](#)

and Recording Date: January 27, 1995
and [Recording No: 1995-0038806, of Official Records](#)

and Recording Date: December 6, 1999
and [Recording No: 1999-0794656, of Official Records](#)

3. Matters contained in that certain document

Entitled: Centre City Planned District Neighborhood Use Permit No. 2015-43
Recording Date: August 31, 2015
[Recording No: 2015-0459940, of Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS (Continued)

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

Amount: \$No Amount Shown
Dated: January 3, 2017
Trustor/Grantor: 101 Ash, LLC, a Delaware limited liability company
Trustee: Chicago Title Insurance Company
Beneficiary: Wilmington Trust, National Association, as Trustee for the Registered Certificate Holders, from time to time, of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2017-CTL-1
Recording Date: January 3, 2017
[Recording No:](#) [2017-0002647, of Official Records](#)

5. 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 as Item No. 4.

Assigned to: Wilmington Trust, National Association, as Trustee for the Registered Certificate Holders, from time to time, of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2017-CTL-1
Recording Date: January 3, 2017
[Recording No:](#) [2017-0002648, of Official Records](#)

6. A financing statement as follows:

Debtor: 101 Ash, LLC
Secured Party: Wilmington Trust, National Association, as Trustee for the Registered Certificate Holders, from time to time, of the CGA Capital Credit Lease-Backed Pass-Through Trust, Series 2017-CTL-1
Recording Date: January 3, 2017
[Recording No:](#) [2017-0002649, of Official Records](#)

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

Entitled: Memorandum of Lease
Lessor: 101 Ash, LLC, a Delaware limited liability company
Lessee: The City of San Diego, a California municipal corporation
Recording Date: January 3, 2017
[Recording No:](#) [2017-0002650, 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.

An agreement recorded January 3, 2017 as [Instrument No. 2017-0002651, of Official Records](#), which states that said lease has been made subordinate to the document

Entitled: Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing
Recording Date: January 3, 2017
[Recording No:](#) [2017-0002647, of Official Records](#)

8. Water rights, claims or title to water, whether or not disclosed by the public records.

**EXCEPTIONS
(Continued)**

9. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
10. 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.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH
FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. 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: 101 Ash, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if 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 amendments 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 is currently domiciled.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. 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.
4. 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.
5. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

**INFORMATIONAL NOTES
(Continued)**

- D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. CLTA Standard Coverage Policy 1990 (11-09-18).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Ken Cyr & Mark Franklin/725

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 phone 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 Complaint Center:
<http://www.ic3.gov>



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 Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink 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
CTIC – Chicago Title Insurance Company

Available Discounts

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 forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request 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 without your consent.

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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 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 your 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 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

ATTACHMENT ONE (Revised 05-06-16)

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 of 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.

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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

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, {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:

{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:}

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 in 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 that 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. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

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.

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 177657
Doc: SD A 533-42

Requested By: J.stevenson, Printed: 5/23/2022 1:38 PM

533-421-426

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 333 PAGE 42

DB 13 PG 522

CC1 - 1874

MIDDLETOWN
ROS 19803, 21151

DB 13 PG 522 - HORTONS ADD LOCKLING
CC1 - 1874 - MIDDLETOWN
ROS 19803, 21151

533-42,
1"=100'

4181513 MGC ✓

CHANGES
BLK OLD NEWIR CUT
423 127 12 63 5396
424 128 13 66 4499
425 17 8 71 6060
424 13 14 76 3729
422 15 14 77 3019
424 1-4 5 92 1068

