

## EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (“ENA”) is dated as of April \_\_, 2022 (the “Effective Date”), and is entered into by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (the “County”), and ALTA HOUSING, a California non-profit corporation (the “Operator”). The County and the Operator are sometimes individually referred to herein as a “Party” and are sometimes collectively referred to herein as the “Parties.”

### R E C I T A L S

- A. The Homekey Program (“Homekey”), administered by the California Housing and Community Development Department (“State HCD”) in two separate rounds – the first in 2020 and the second in 2021, provided funding to rapidly sustain and expand the inventory of housing for people experiencing homelessness or at risk of homelessness and impacted by COVID-19.
- B. Homekey presented an opportunity for local public agencies to purchase a broad range of housing types, including hotels and motels, in order to increase community capacity to respond to homelessness and the ongoing COVID-19 pandemic.
- C. On September 2021, State HCD was authorized to provide approximately \$1.2 billion in Homekey funding derived from the Coronavirus State Fiscal Recovery Fund established by the federal American Rescue Plan Act of 2021 (Public Law 117-2) and \$250 million in State General Fund to assist local public agencies in the acquisition of, and provide initial operating subsidies for, Homekey sites to promote project feasibility.
- D. With authorization from its Board of Supervisors, the County submitted an application to State HCD for Homekey funding to help finance the acquisition, rehabilitation and operations of a 51-unit hotel called Comfort Inn, located at 1818 El Camino Real in Redwood City (APN: 053-122-160) and as described in Exhibit “A” attached hereto and incorporated herein by reference) (the “Property”).
- E. On February 9, 2022, Governor Gavin Newsom announced through a press release that the County of San Mateo received a Homekey award in the amount of \$15,978,323. The award allocated \$10,524,997 for acquisition of the Property, \$2,529,726 for renovation of the Property, \$1,893,600 for operations of the Property and \$1,030,000 as a bonus award that may be spent for any project related costs.
- F. With authorization from its Board of Supervisors, on January 4, 2022, the County was granted authority to acquire the Property, subject to an award of Homekey funds and, for the purpose of providing permanent affordable housing to some of the County’s most vulnerable residents, including chronically homeless and homeless households (the “Project”).

- G. On September 9, 2021, the County of San Mateo Department of Housing (“DOH”) issued a Request for Qualifications (“RFQ”) in order to solicit Statements of Qualifications from affordable housing developers and service providers, with extensive experience owning, operating, managing and maintaining affordable housing with high-quality resident services and supportive services to serve as the operator/manager of multi-family residential properties the County may acquire through Homekey.
- H. On January 20, 2022, the County’s RFQ selection committee chose Alta Housing as the operator and manager of the Property because Alta Housing possesses the experience and skills necessary to identify and secure long-term funding for the Property, to utilize a thoughtful approach in working with the local community and neighborhood groups, and to provide the services the residents of the affordable housing development will need to remain stably housed and have a positive impact upon the surrounding community.
- I. The Parties desire that the Operator prepare to manage and operate the Project in the manner detailed in Exhibit “B” attached hereto and incorporated herein by reference.
- J. The Parties will prepare the following: 1) a ground lease under which the rights and responsibilities of the Parties will be set forth for the operation of the Project (“Ground Lease”); 2) a predevelopment loan agreement and all documents necessary to evidence and secure the predevelopment loan from the County to the Operator in an amount to be determined by the County and the Operator sufficient to fund startup costs and lease-up reserves; 3) an affordability covenant restricting tenancy of the Project to homeless households referred to the Property through an agreed upon resident selection process which will include referrals from the County’s Coordinated Entry System (“CES”) (collectively, “Loan Documents”) (collectively with Ground Lease, the “Project Documents”).
- K. The Parties acknowledge the truth of the Recitals set forth above which are hereby incorporated into this ENA.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Term. The term of this ENA shall commence on the date hereof and shall end on the earlier of: (i) the date that is 90 calendar days after the Effective Date of this ENA, as may be extended by the Director as set forth below in this Section 1, or (ii) the date on which the County or the Operator terminates this ENA as provided in Section 2 below (in either case, the “ENA Period”). Provided that neither Party has terminated this ENA pursuant to Section 2 below, the ENA Period may be extended by the Director of DOH (the “Director”), in writing, at the written request of the Operator, for up to 60 calendar days; provided, however, that: (i) the Operator is

not then in material default under this ENA (following notice to the Operator and expiration of cure periods in accordance with Section 3 below), and (ii) the Director determines that all material issues remaining to be resolved with respect to the ENA can be resolved within such extended term.

2. The County may terminate this ENA if the Operator should fail to comply with or perform any provisions of this ENA and such failure is not cured within ten (10) business days after written notice from the Director to the Operator, or if reasonable progress is not being made in negotiations hereunder as determined by the Director in good faith. The Operator may terminate this ENA by thirty calendar (30) days advance written notice to the County if the Operator determines, in its sole discretion, that it does not wish to pursue the Project further.

3. During the ENA Period (as extended under Section 1 above, if applicable), the County shall not negotiate with any person or entity other than the Operator for the sale, lease, or development of the Property.

4. During the ENA Period, the County shall use good faith efforts to complete (or cause to be completed) the tasks set forth in Exhibit "C" attached hereto and incorporated herein by reference and agrees to grant the Operator access to the property to accomplish the tasks set forth in Exhibit "B".

5. The Operator's representative to negotiate the Project Documents with the County is Carlos Castellanos, Vice President of Real Estate Operations. The County's representative to negotiate the Project Documents is the Director of Housing, or designee. Either Party may designate a substitute representative by giving written notice to the other Party.

6. The Operator shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for the Operator. During the ENA Period, the County shall deliver to the Operator complete copies of any and all material non-privileged reports and other material non-privileged documents pertaining to the Property, which are in the County's possession, at no cost to the Operator other than the actual cost (if any) of duplicating such documents.

7. The Operator shall indemnify, defend, and hold the County and the County's respective officers, directors, members, employees, agents, contractors and affiliated entities harmless from any and all claims, liabilities, damages, costs and expenses relating to or arising out of the Operator's failure to perform any obligation of the Operator under this ENA. The Operator's obligations under the preceding sentence shall survive the expiration or earlier termination of this ENA. The County shall indemnify, defend, and hold the Operator and the Operator's respective officers, directors, members, employees, agents, contractors and affiliated entities harmless from any and all claims, liabilities, damages, costs and expenses relating to or arising out of the County's failure to perform any obligation of the County under this ENA. The County's obligations under the preceding sentence shall survive the expiration or earlier termination of this ENA.

8. The Operator represents and warrants that its undertakings pursuant to this ENA are for the purpose of operating and managing the Property, and the Operator recognizes that, in view of the importance of the operation and management of the Property to the general welfare of the community, the qualifications and identity of the Operator and its principals are of particular concern to the County; therefore, this ENA may not be assigned by the Operator without the prior written consent of the Director in his sole discretion.

9. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

If to the Operator:

Alta Housing  
Randy Tsuda, CEO and President  
Email: rtsuda@altahousing.org  
Phone: 650-321-9709

If to the County:

County of San Mateo Department of Housing  
264 Harbor Blvd, Bldg A  
Belmont, CA 94002  
Attn: Deputy Director

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; or (ii) if delivered by overnight delivery service, then one (1) business day after delivery to the service as shown by records of the service.

10. This ENA constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this ENA, except as may be expressly set forth herein, and any and all prior discussions and negotiations between the Parties are superseded by this ENA.

11. This ENA may not be altered, amended or modified except by a writing duly authorized and executed by all Parties.

12. No provision of this ENA may be waived except by an express written waiver duly authorized and executed by the waiving Party.

13. If any Party should bring any legal action or proceeding relating to this agreement or to enforce any provision hereof, or if the Parties agree to arbitration or mediation relating to this ENA, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action or proceeding shall be filed in the County of San Mateo. The Parties further agree that any agreed-upon arbitration or mediation shall occur in the County of San Mateo.

14. The interpretation and enforcement of this ENA shall be governed by the laws of the State of California.

15. Time is of the essence of each and every provision hereof in which time is a factor.

16. This ENA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same ENA.

17. If any provision of this ENA shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions of this ENA shall not in any way be affected or impaired thereby.

18. This ENA has been drafted through a cooperative effort of both the Parties, and both the Parties have had an opportunity to have the ENA reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this ENA.

19. Each person signing this ENA represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this ENA. Each Party represents and warrants to the other that the execution and delivery of the ENA and the performance of such Party's obligations hereunder have been duly authorized and that the ENA is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

20. Each of the Parties shall avoid all conflicts of interest in the performance of this ENA and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this ENA.

21. The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.

IN WITNESS WHEREOF, the Parties hereto have executed this ENA as of the Effective Date.

**COUNTY:**

COUNTY OF SAN MATEO,  
a political subdivision of the State of  
California

**OPERATOR:**

ALTA HOUSING,  
a California non-profit corporation

By: \_\_\_\_\_  
Rose Cade, Deputy Director of  
Department of Housing

By: \_\_\_\_\_  
Randy Tsuda  
CEO and President

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

(Attached.)

## EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Redwood City, State of California, and is described as follows:

### PARCEL ONE:

A portion of Lot D, as shown on that certain map entitled "Map No. 2 of Wooster, Whitton & Montgomery's Subdivision of a Part of the Redwood Farm", filed in the office of the County Recorder of San Mateo County, State of California on September 16, 1903, Map Book C of Maps at Page 17 and a copy entered in Book 3 of Maps at Page 16, more particularly described as follows:

Beginning at a point on the Southwesterly line of El Camino Real, as established by Deed to the State of California, recorded November 8, 1939, Book 868, OR, Page 201, distant thereon North 48° 33' West (called North 47° 41' West in said Deed to State) 217.65 feet from the Southeasterly boundary of said Lot D; said point of beginning being on the Northwesterly boundary of land conveyed by Deed to Guiseppe Demma and Jeannette Demma, recorded December 20, 1935, in Book 672 at Page 302 of Official Records; thence along said line of El Camino Real, North 48° 33' West 87.50 feet; thence South 44° 30' West 150 feet; thence parallel with said line of El Camino Real, North 48° 33' West 87.50 feet to the Northwesterly boundary of said Lot "D"; thence along said Lot boundary South 44° 30' West 163.72 feet, more or less, to the most Westerly corner of said Lot D; thence along the Southwesterly boundary of said Lot, South 45° 30' East 174.75 feet to the said Northwesterly boundary of land so conveyed to Demma; thence along said boundary, North 44° 30' East 323.03 feet, more or less, to the point of beginning.

Excepting therefrom that portion thereof described in the Deed to L.H. Beck, recorded May 15, 1964 in Book 4711 at Page 262 of Official Records.

### PARCEL TWO:

Portion of Lot E as shown on that certain map entitled "Map No. 2 of Wooster, Whitton & Montgomery's Subdivision of a Part of the Redwood Farm", filed in the office of the County Recorder of San Mateo County, State of California on September 16, 1903, in Book C of Maps at Page 17, and a copy entered in Book 3 of Maps at Page 16, more particularly described as follows:

Beginning at a point on the Northeasterly line of said Lot E, said point being the most Southerly corner of the lands described in the Deed to Nick Guida, et al, recorded August 9, 1954, Book 2630 at Page 472 as Document No. 77240-L of Official Records; thence from said point of beginning along said Northeasterly Lot line, said line also being the Southwesterly line of the lands described in the Deed to Guida, North 45° 30' West 174.75 feet to the Northwesterly line of the lands described in the Deed to Aldo Argenti, et ux, recorded January 30, 1951 in Book 2015 at Page 623 as Document No. 14513-J of Official Records; thence along said Northwesterly line, South 44° 30' West 27.70 feet to the Southwesterly line of said land described in the Deed to Argenti above mentioned; thence along said Southwesterly line South

45° 30' East 174.75 feet to a point which bears South 44° 30' West from the point of beginning;  
thence North 44° 30' East 27.70 feet to the point of beginning.

APN: 053-122-160



**OLD REPUBLIC TITLE COMPANY**

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

361 Lytton Avenue, Suite 100  
Palo Alto, CA 94301  
(650) 321-0510 Fax: (650) 321-2973

## PRELIMINARY REPORT

COUNTY OF SAN MATEO  
555 County Center, 4th Floor  
Redwood City, CA 94063

THIRD UPDATED REPORT

Our Order Number 0626033485-AC

When Replying Please Contact:

Buyer:

COUNTY OF SAN MATEO

Angie Civjan  
[ACivjan@ortc.com](mailto:ACivjan@ortc.com)  
(650) 321-0510

Property Address:

1818 El Camino Real, Redwood City, CA 94061

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 18, 2022, at 7:30 AM

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

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OLD REPUBLIC TITLE COMPANY  
ORDER NO. 0626033485-AC  
THIRD UPDATED REPORT

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Bhas, Inc., a California Corporation

The land referred to in this Report is situated in the County of San Mateo, City of Redwood City, State of California, and is described as follows:

PARCEL ONE:

A portion of Lot D, as shown on that certain map entitled "Map No. 2 of Wooster, Whitton & Montgomery's Subdivision of a Part of the Redwood Farm", filed in the office of the County Recorder of San Mateo County, State of California on September 16, 1903, Map Book C of Maps at Page 17 and a copy entered in [Book 3 of Maps at Page 16](#), more particularly described as follows:

Beginning at a point on the Southwesterly line of El Camino Real, as established by Deed to the State of California, recorded November 8, 1939, Book 868, OR, Page 201, distant thereon North 48° 33' West (called North 47° 41' West in said Deed to State) 217.65 feet from the Southeasterly boundary of said Lot D; said point of beginning being on the Northwesterly boundary of land conveyed by Deed to Guiseppe Demma and Jeannette Demma, recorded December 20, 1935, in Book [672](#) at Page 302 of Official Records; thence along said line of El Camino Real, North 48° 33' West 87.50 feet; thence South 44° 30' West 150 feet; thence parallel with said line of El Camino Real, North 48° 33' West 87.50 feet to the Northwesterly boundary of said Lot "D"; thence along said Lot boundary South 44° 30' West 163.72 feet, more or less, to the most Westerly corner of said Lot D; thence along the Southwesterly boundary of said Lot, South 45° 30' East 174.75 feet to the said Northwesterly boundary of land so conveyed to Demma; thence along said boundary, North 44° 30' East 323.03 feet, more or less, to the point of beginning.

Excepting therefrom that portion thereof described in the Deed to L.H. Beck, recorded May 15, 1964 in Book [4711](#) at Page 262 of Official Records.

PARCEL TWO:

Portion of Lot E as shown on that certain map entitled "Map No. 2 of Wooster, Whitton & Montgomery's Subdivision of a Part of the Redwood Farm", filed in the office of the County Recorder of San Mateo County, State of California on September 16, 1903, in Book C of Maps at Page 17, and a copy entered in Book 3 of Maps at Page 16, more particularly described a follows:

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January 30, 1951 in Book [2015](#) at Page 623 as Document No. 14513-J of Official Records; thence along said Northwesterly line, South 44° 30' West 27.70 feet to the Southwesterly line of said land described in the Deed to Argenti above mentioned; thence along said Southwesterly line South 45° 30' East 174.75 feet to a point which bears South 44° 30' West from the point of beginning; thence North 44° 30' East 27.70 feet to the point of beginning.

APN: 053-122-160

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	053-122-160	
Code No.	:	09-091	
1st Installment	:	\$24,737.45	Marked Paid
2nd Installment	:	\$24,737.45	NOT Marked Paid
Land Value	:	\$1,081,123.00	
Imp. Value	:	\$3,243,396.00	
P.P. Value	:	\$207,388.00	

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

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

Granted To	:	Henry Couffignal, et al
For	:	driveway
Recorded	:	<a href="#">December 2, 1958 in Book 3503 of Official Records, Page 539</a>
Affects	:	as provided therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To	:	Henry Couffignal, et al
For	:	ingress and egress
Recorded	:	<a href="#">May 15, 1964 in Book 4711 of Official Records, Page 255</a>
Affects	:	as described therein

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In connection therewith, we note that certain Quitclaim Deed executed by Jean A. Westvold recorded [October 18, 1990 in Official Records under Recorder's Serial Number 90138354](#).

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

5. Terms and provisions as contained in an instrument,

Executed By : Nora Guida, et al  
Recorded : [May 15, 1964 in Book 4711 of Official Records, Page 255](#)

Note: Reference is made to said instrument for full particulars.

6. Redevelopment Plan, as follows:

Entitled : Statement That Redevelopment Plan Has Been Amended and Redevelopment Proceedings Have Been Instituted and are Continuing  
Recorded : [December 20, 1989 in Official Records under Recorder's Serial Number 89172114](#)

And any amendments thereto.

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

Granted To : Jean A. Westvold  
For : ingress and egress  
Recorded : [October 18, 1990 in Official Records under Recorder's Serial Number 90138355](#)  
Affects : as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : Jean A. Westvold  
For : loading and unloading vehicle cargo, and ingress and egress of such vehicles  
Recorded : [October 18, 1990 in Official Records under Recorder's Serial Number 90138356](#)  
Affects : as described therein

Upon the terms and conditions contained therein.

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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

Granted To : Pacific Bell  
For : communication facilities  
Recorded : [February 15, 1991 in Official Records under Recorder's Serial Number 91017232](#)  
Affects : the exact location cannot be determined from the record

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

Granted To : Pacific Gas and Electric Company, a California corporation  
For : public utilities  
Recorded : [June 10, 1991 in Official Records under Recorder's Serial Number 91071956](#)  
Affects : as described therein and shown on the map attached thereto

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

Granted To : City of Redwood City  
For : right of way for public service purposes  
Recorded : [June 3, 1992 in Official Records under Recorder's Serial Number 92085633](#)  
Affects : as described therein and shown on the map attached thereto

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12. Redevelopment Plan, as follows:
- Entitled : Statement That Redevelopment Proceedings Have Been Instituted Under the Community Redevelopment Law
- Recorded : [December 20, 2007 in Official Records under Recorder's Serial Number 2007-178543](#)
13. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,
- Amount : \$6,000,000.00
- Trustor/Borrower : Bhas Inc., a California Corporation
- Trustee : Lawyers Title
- Beneficiary/Lender : Tri Counties Bank
- Dated : January 14, 2019
- Recorded : [January 30, 2019 in Official Records under Recorder's Serial Number 2019-006557](#)
- Loan No. : 4720026960
14. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on the plat of a survey made by Slooten Consulting, Inc. Land Surveying, on November 11, 2021, designated Job No. 12441-01, as follows:
- A) Wall crosses over property line by up to 5.3' at three separate locations shown
15. Any unrecorded and subsisting leases.
16. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.
- The Company may have different and/or additional requirements after its review.
17. 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.

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18. Satisfactory evidence furnished to this Company:
- (a) as to the due formation and continued existence of Bhas Inc. as a legal entity under the laws of California; and
  - (b) documents from its board of directors authorizing this transaction and specifying the officers to execute on behalf of the corporation.
19. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a commercial building known as 1818 El Camino Real, Redwood City, CA 94063.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

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C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument  
Entitled : Grant Deed  
By/From : Iftekhar A. Hai and Atiya Hai, husband and wife and Sam Bhas and Bhanu S. Bhas, husband and wife  
To : Bhas Inc., a California Corporation as to an undivided 78% interest and Iftekhar A. Hai and Atiya Hai, husband and wife as Joint Tenants as to an undivided 22% interest  
Recorded : [November 7, 1990 in Official Records under Recorder's Serial Number 90146550](#)

Grant Deed executed by Iftekhar A. Hai and Atiya A. Hai, husband and wife as Joint Tenants to Bhas, Inc., a California Corporation recorded [March 15, 1993 in Official Records under Recorder's Serial Number 93040537](#).

CC/cc

D. December 6, 2021 The above First Updated Preliminary Report, has been modified for the following :

- x Taxes
- x Plant Date

JMR/jmr

E. February 18, 2022 The above Second Updated Preliminary Report, has been modified for the following :

1. Taxes
2. Plant Date
3. To add survey matters shown

F. April 4, 2022 The above Third Updated Preliminary Report, has been modified for the following :

1. Plant Date
2. to update report for proforma

**NOTE:**

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

[Restrictive Covenant Modification form](#)

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)**

**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 to
  - (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 unless such lien is shown by the public records at Date of Policy.

Exhibit I

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (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**

**SCHEDULE B - PART I**

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:

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 unless such lien is shown by the Public Records at Date of Policy.



# OLD REPUBLIC TITLE

## FACTS

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2021

## Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act (“CCPA”).

### What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

# What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

## Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

	<p>categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and</p> <p>7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.</p>
Deletion	<p>You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:</p> <ul style="list-style-type: none"> <li>• Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.</li> <li>• Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.</li> <li>• Debug products to identify and repair errors that impair existing intended functionality.</li> <li>• Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.</li> <li>• Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.)</li> <li>• Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.</li> <li>• Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.</li> <li>• Comply with a legal obligation.</li> <li>• Make other internal and lawful uses of that information that are compatible with the context in which you provided it.</li> <li>• Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)</li> </ul>
Opt-Out of Sale	<p>With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.</p> <p>A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.</p>
Opt-In to Sale	
Non-Discrimination	<p>We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:</p> <ul style="list-style-type: none"> <li>• Deny you goods or service</li> <li>• Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties</li> <li>• Provide a different level or quality of goods or services</li> <li>• Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services</li> </ul>

## To Exercise Your Rights

## To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

## To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website [CCPA Consumer Request](#).

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

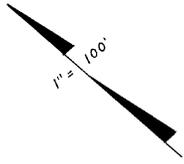
You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

## Contact Us

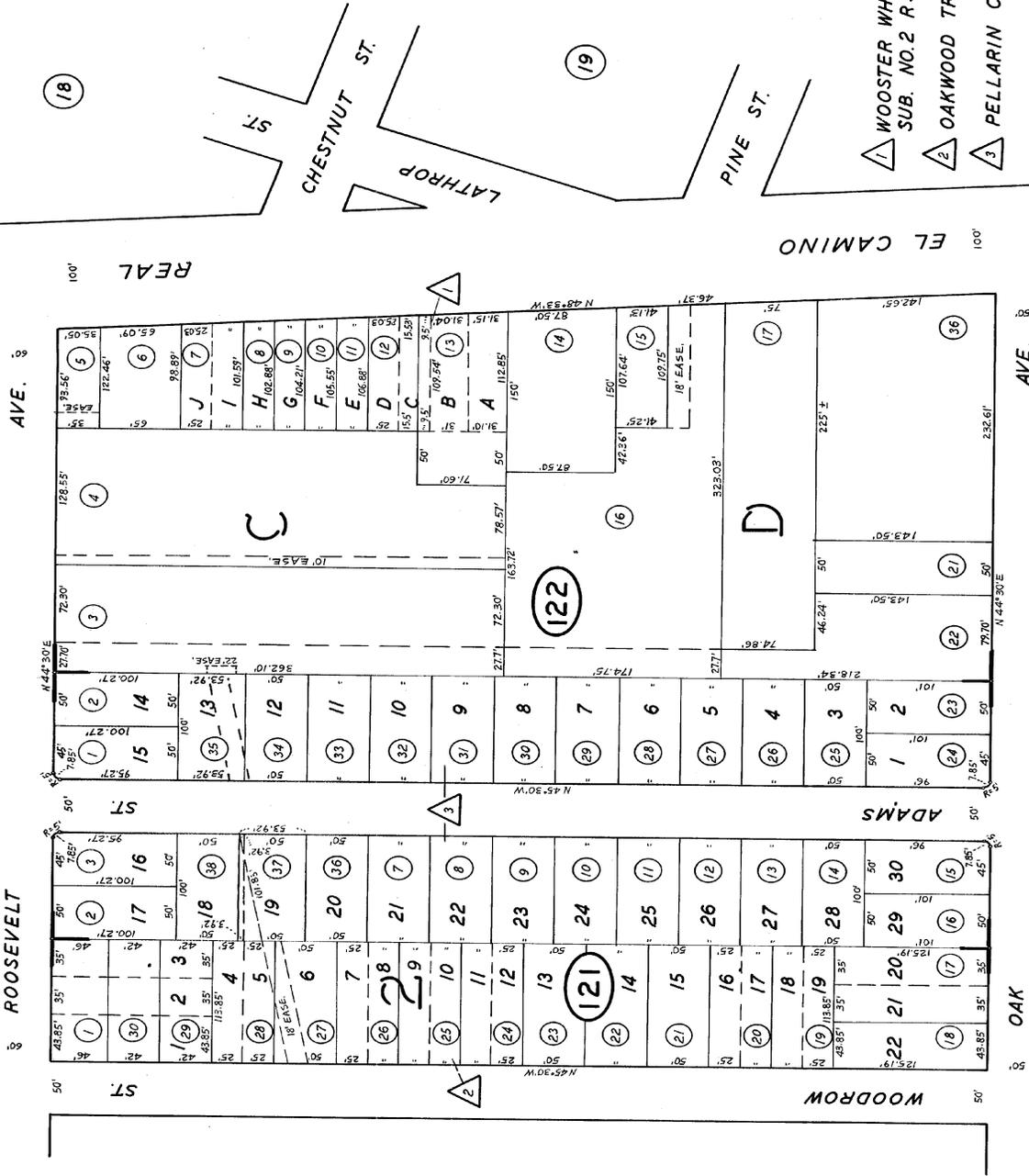
If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: [CCPA@oldrepublictitle.com](mailto:CCPA@oldrepublictitle.com), or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

53-12

TAX CODE AREA



- 1 WOOSTER WHITTON & MONTGOMERY  
SUB. NO.2 RSM 3/16
- 2 OAKWOOD TRACT AMEND. RSM 9/5
- 3 PELLARIN COURT RSM 22/74



9

AVE.

ROOSEVELT

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CHESTNUT ST.

PINE ST.

LATHROP

11

28

## **EXHIBIT “B”**

### **OPERATOR TASKS**

1. The Operator will work with the County during the ENA Period to create and maintain the Project budget, establish a tenant selection and screening process, engage the local community and elected officials, create a renovation scope of work, provide feedback on construction issues, create processes and procedures for requesting and accessing development and operating funds, design an ownership structure that meets the Operator’s and County’s goals for the long term stewardship of the Project, cooperate and assist in obtaining any necessary approvals from State HCD, and plan for acceptance of long-term responsibility for the well-being of tenants and maintenance of the Project.
2. The Operator shall present a plan for high quality property management activities, including but not limited to lease up and preparation of a tenant selection/screening process, implementation of a preference for San Mateo County residents, coordination with County referral agencies, collection of rent and enforcement of house rules.
3. The Operator shall provide a plan for the provision of robust resident and supportive services appropriate for Project residents including but not limited to the Operator’s overarching vision, goals, and philosophy for providing services in supportive housing, a description of the services to be provided, plan for interacting with any County agencies or contracted partners already providing services to residents, a budget, expected funding sources, and a staffing plan, including the identity of third party service providers with whom the Operator will contract for mental health and other resident services.
4. The Operator will work with the County during the ENA Period to prepare and execute the Loan Documents, pursuant to which the County will provide the Operator with a start-up loan in a total amount to be determined by the County and Operator as sufficient to fund startup costs, such as for the investigation of the Property, planning for operations and services, marketing and lease-up services, minor repairs or upgrades to the Property initiated by the Operator in consultation with the County, Operator fee and lease up reserves, in connection with the Operator’s agreement to rent the units to homeless persons or households referred to the property through the County’s Coordinated Entry System (“CES”).
5. During the ENA Period, the Operator will work closely with County staff to draft an operations plan that includes yearly budget, yearly scheduled maintenance, communication with and outreach to the surrounding community, supportive services plans for the Project, and other items deemed necessary by the County.
6. The Operator will work diligently to meet the Homekey requirements, including achieving 100% occupancy for the Project by the applicable deadline.
7. The Operator will work closely with the County to identify potential funding sources that may be used to finance the operations of the Project for at least the first ten (10) years

following lease up. The Operator will prepare a 10-year finance plan that includes the potential funding sources it has identified.

8. During the ENA Period, the Operator shall work closely with the County to draft and execute, within the timeline set forth in Section 2 of this ENA, a Ground Lease for the Property between the County as owner of the Property and the Operator, or an affiliate entity of the Operator approved by the County, as the Ground Lease tenant. The Ground Lease will be consistent with the terms of this ENA.
  
9. Prior to the beginning of term of the Ground Lease, the Operator shall present to the County for its review and approval a plan and schedule for long term feasibility of the Project, including but not limited to financial plans with feasibility considerations such as any plans to refinance the Project with Low Income Housing Tax Credits, and renovation plans and projected schedule.

**EXHIBIT “C”**

**COUNTY TASKS**

1. Prior to lease up of the Project, the County shall provide any lists at its disposal of persons potentially eligible for tenancy at the Project to help ensure the Operator is able to meet the Homekey occupancy requirements.
2. The County will work with the Operator during the ENA Period to prepare a 55-year affordability covenant that meets Homekey requirements, which will be recorded against title to the Property.
3. The County will utilize a portion of the County’s Homekey award to capitalize an operating and services reserve in the amount described in the Homekey award letter and Standard Agreement executed by the County and State HCD to support initial operation of the Project.
4. The County through its Department of Public Works shall be responsible for completing the renovation scope of work in close consultation with the Operator and County staff in order to assist the Operator in meeting Homekey occupancy deadlines.
5. During the ENA Period, the County shall work closely with the Operator to draft and execute, within the timeline set forth in Section 2 of this ENA, a Ground Lease for the Property between the County as owner of the Property and the Operator, or an affiliate entity of the Operator approved by the County, as the Ground Lease tenant. The Ground Lease will be consistent with the terms of this ENA.
6. The County shall schedule and/or facilitate discussions with any County agencies, as needed, for preparation, lease up, and occupancy of the Project.
7. The County shall be available to join the Operator, as needed, for community engagement meetings.
8. The County will work closely with the Operator to help identify potential funding sources that may be used to finance operations of the Project for at least the first ten (10) years following lease up.