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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
 corporation, et al.,¹

Debtors.

Case No. 24-10545 (CN)
 (Jointly Administered)

Chapter 11

**JOINT OPPOSITION TO
 APPLICATION TO DESIGNATE
 CREDITOR KS MATTSON
 PARTNERS, LP AS A “PERMITTED
 PARTY” UNDER THE COURT’S
 12/13/24 ORDER**

Date: May 7, 2025

Time: 11:00 a.m. (Pacific Time)

Place: (In Person or Via Zoom)

United States Bankruptcy Court
 1300 Clay Street, Courtroom 215
 Oakland, CA 94612

(Hearing Requested)

¹ The last four digits of LeFever Mattson’s tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621



The above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) and the Official Committee of Unsecured Creditors (the “Committee”) hereby jointly submit this opposition (the “Opposition”) to the *Application to Designate Creditor KS Mattson Partners, LP as a “Permitted Party” Under the Court’s 12/13/24 Order* [Dkt. No. 1195] (the “Application”),² filed by KS Mattson Partners, LP (“KSMP”) on March 28, 2025. The Opposition is supported by the *Declaration of Bradley D. Sharp in Support of Petitioning Creditors’ Motion for Preservation Order* (the “Sharp Declaration”), filed on April 8, 2025 in Case Nos. 24-10714 and 24-10715 (Bankr. N.D. Cal.) (together, the “Involuntary Cases”) and attached hereto as **Exhibit A**.

I. PRELIMINARY STATEMENT³

In the Bar Date Motion, the Debtors and the Committee jointly asked the Court to approve an Investor Confidentiality Protocol with respect to Proofs of Claim and Proofs of Interest. KSMP did not object to that request, which the Court granted on December 13, 2024. KSMP has not sought—and has no basis to seek—reconsideration of the Bar Date Order. KSMP now seeks to circumvent the Court-ordered Investor Confidentiality Protocol by demanding access to Proofs of Claim and Proofs of Interest filed by Investors that were defrauded by its principal, Kenneth Mattson, without providing the required notice to those Investors that will be impacted by the relief it seeks. The Application should therefore be denied.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Bar Date Order and the Investor Confidentiality Protocol

On November 22, 2024, the Debtors and the Committee filed the *Joint Motion for an Order (1) Establishing Bar Date; (2) Approving Form and Manner of Notice of Bar Date and Procedures with Respect Thereto; and (3) Approving Confidentiality Protocols* [Dkt. No. 366] (the “Bar Date Motion”). Through the Bar Date Motion, the Debtors and the Committee sought to establish

² KSMP filed a *Notice of Errata* [Dkt. No. 1200] on March 31, 2025, clarifying that it did not seek turnover of the Proofs of Claim and Proofs of Interest on April 1, 2025, but instead upon entry of an order approving the Application.

³ Capitalized terms used but not defined in this Preliminary Statement are intended to have the meanings ascribed to them *infra*.

procedures to obtain complete and accurate information regarding the nature, amount, and validity of all (i) equity securities (as defined in section 101(16) of title 11 of the United States Code (the “Bankruptcy Code”)) asserted to be held by any non-Debtor (an “Investor”) in any Debtor (each, an “Interest”); and (ii) claims (as defined in section 101(5) of the Bankruptcy Code) asserted against any Debtor or property of any Debtor (each, a “Claim”), whether asserted by an Investor or any other creditor (a “Creditor”).

With respect to Creditors (including Investors who assert a Claim in addition to an Interest), the Debtors and the Committee sought approval of the well-established process for the submission of proofs of claim on Form 410 to the Debtors’ claims agent, Kurtzman Carson Consultants, LLC dba Verita Global (the “Claims Agent”) on or prior to the Bar Date. Given that Investors were uniquely situated because of the discrepancies between their purported investments and the Debtors’ books and records, the Debtors and the Committee sought the Court’s approval of a specially designed process similar to those that have been established in other fraud or mass tort chapter 11 cases. A critical part of this process was the Investor Confidentiality Protocol, especially in light of the fact that (1) many Investors are individuals (including elderly individuals) who appear to have been the victim of fraudulent investment practices and accordingly may be seen as potential targets for other wrongdoers and (2) the Proofs of Claim and Proofs of Interest require the submission of personally identifiable information (as defined in section 101(41A) of the Bankruptcy Code) and other sensitive personal and financial information (*e.g.*, bank account numbers) (collectively, “PII”) entitled to protection under the Bankruptcy Code and other applicable law.

The Bar Date Motion thus requested, *inter alia*, that the Court approve an Investor Confidentiality Protocol providing, in relevant part, that:

- Investor Proofs of Interest and Proofs of Claim (including any attachments thereto) will not be available to the general public and will not be able to be accessed on the Claims Agent Website (as defined therein).
- Investor Proofs of Interest and Proofs of Claim and the information contained thereon and attached thereto shall be held and treated as confidential by the Debtors, the Debtors’ counsel, and the Claims Agent and copies thereof may be provided to certain enumerated parties (the

1 “Permitted Parties”), including the Office of the United States Trustee (the
2 “UST”), the Debtors’ and Committees’ professionals, a court-appointed
mediator, and a trustee appointed to administer payments to Investors.

- 3 • No party, including a Permitted Party, may obtain copies of any Proof of
4 Interest or Proof of Claim unless such party executes a confidentiality
agreement in a form mutually agreeable with the Debtors and Committee.

5 Bar Date Motion at 8-10. The Investor Confidentiality Protocol also provided that “[s]uch other
6 persons as the Court allows after notice and opportunity for hearing” may become Permitted
7 Parties, provided that “any such determination shall be made on no less than fourteen days’ prior
8 notice to affected Investors.” *Id.* at 10 (emphasis added).

9 KSMP did not object or otherwise respond to the Bar Date Motion. The Court entered the
10 order approving the Bar Date Motion [Dkt. No. 459] (the “Bar Date Order”) on
11 December 13, 2024. The Bar Date Order approved the Investor Confidentiality Protocol. *See* Bar
12 Date Order at ¶ 6.

13 **B. The Involuntary Cases and KSMP’s Proposed Parallel Claims Process**

14 Two Debtors, LeFever Mattson, a California corporation (“LeFever Mattson”), and
15 Windtree, LP (“Windtree”), commenced the Involuntary Cases on November 22, 2024. The
16 petitions commencing the Involuntary Cases are based on two undisputed, non-contingent debts.
17 On December 20, 2024, Mr. Mattson and KSMP (together, the “KSMP Debtors”) filed motions to
18 dismiss the Involuntary Cases, which the Court denied on March 3, 2025.

19 On March 6, 2025, after the Court had denied the motions to dismiss the Involuntary Cases,
20 counsel for the Mattson Debtors made the following statement to the *Santa Rosa Press Democrat*:
21 “If an investor wants ‘out’ of an investment, Ken [Mattson] would like them to receive their
22 investment back. He is committed to offering his own resources to this when possible.” Sharp
23 Decl. ¶ 8, Ex. A. Then, on March 18, 2025, counsel for the Mattson Debtors sent a message to
24 numerous individuals who had purchased purported real estate ownership interests from KSMP or
25 Mr. Mattson, appearing to announce a parallel claims resolution process whereby the Mattson
26 Debtors would liquidate assets to compensate certain of their victims. The message read, in
27 relevant part, “we have publicly expressed our approach and willingness to find a complete and
28 satisfactory resolution for investors. We have outlined steps we are taking to achieve this goal.

Mr. Mattson is interested in finding pathways to acquire investor interests or otherwise liquidate entity assets to disburse proceeds to those investors.” *Id.* at ¶ 9, Ex. B. Based upon these statements, LeFever Mattson and Windtree moved for an order restricting the use and transfer of assets by the Mattson Debtors, which the Court granted on a temporary basis on April 11, 2025. A continued hearing is scheduled for April 18, 2025.

III. LEGAL ARGUMENT

The Application should be denied for three reasons. First, KSMP has no *per se* entitlement to access the Proofs of Claim and Proofs of Interest. Second, the Application represents an improper collateral attack on the Bar Date Order. Finally, even if KSMP was entitled to access the Proofs of Claim and Proofs of Interest, it has not given appropriate notice to Investors.

A. KSMP is not entitled to access the Proofs of Claim and Proofs of Interest.

The Bar Date Order provides that an entity must petition the Court and provide for an opportunity for hearing to become a Permitted Party in order to view the Proofs of Claim and Proofs of Interest. KSMP states, however, that it has “a presumptive right” to view them in order to challenge the Debtors’ and the Committee’s public discussion of the fraud perpetrated by the Mattson Debtors. KSMP has no such right, and it should not be permitted to circumvent the protections of the Bar Date Order to further its own ends.

1. KSMP has no presumptive right to access the Proofs of Claim and Proofs of Interest.

KSMP attempts to create a blanket rule that its (disputed) status as a creditor in the Chapter 11 Cases entitles it to view the Proofs of Claim and Proofs of Interest filed therein.⁴ No such rule exists. The Application cites to *In re Barker* for the proposition that a proof of claim “plays the important role of alerting the court, trustee, and other creditors, as well as the debtor, to claims against the estate and the creditor’s intention to enforce the claims.” Application at 4 (citing *Spokane Law Enforcement Fed. Credit Union v. Barker (In re Barker)*, 839 F.3d 1189, 1195 (9th Cir. 2016) (quoting *In re Daystar of Cal., Inc.*, 122 B.R. 406, 408 (Bankr. C.D. Cal. 1990); *Adair*

⁴ KSMP also states that it “is a 50% owner of Debtor LeFever Mattson.” Application at 4. It is not. Mr. Mattson himself is the fifty percent owner of LeFever Mattson.

1 *v. Sherman*, 230 F.3d 890, 896 (7th Cir. 2000)). *Barker* is inapposite here. It arose in a chapter 13
2 case, in which appellant creditor filed its claim after the applicable bar date but argued that it
3 should have been permitted to participate in the chapter 13 plan because its claim had been listed
4 in the debtor’s schedules. The Ninth Circuit agreed with the bankruptcy court and that Bankruptcy
5 Appellate Panel that the claim had been properly disallowed because, in a chapter 13 case—as
6 opposed to a chapter 11—a creditor must file a proof of claim even if its claim is scheduled.
7 839 F. 3d at 1193–95. *Barker* provides no guidance for the situation here, where the Court already
8 has ordered that such Proofs of Claim and Proofs of Interest must be given confidentiality
9 protection.

10 KSMP’s citation to section 107(a) is similarly unavailing. The Application argues that,
11 since papers filed in bankruptcy cases are “public records open to examination by an entity,”
12 KSMP “has a presumptive right to view the Proofs of Claim and Proof of Interest documents filed
13 in this action.” Application at 5. But KSMP ignores the following provision of section 107—
14 relied upon by the Debtors and the Committee in the Bar Date Motion—that a bankruptcy court,
15 “for cause, may protect an individual, with respect to the following types of information to the
16 extent the court finds that disclosure of such information would create undue risk of identity theft
17 or other unlawful injury to the individual or the individual’s property.” 11 U.S.C. § 107(c)(1).

18 **2. KSMP should not be allowed to access the Proofs of Claim and Proofs of**
19 **Interest to further its own ends.**

20 KSMP states that it needs to access the Proofs of Claim and Proofs of Interest “to evaluate
21 and defend against the fraud allegations made by the Debtors and the Committee” and to “enable
22 KSMP to assess the effect of such allegations on claims, interests and administration of the case.”
23 Application at 5. At the same time, however, as set forth in the Sharp Declaration, the Mattson
24 Debtors have directly contacted Investors and laid out a plan to “liquidate entity assets to disburse
25 proceeds to” them. In other words, by their own admission, the Mattson Debtors are seeking
26 confidential information as a litigation tactic as well as fodder for their proposed extrajudicial,
27 selective asset distribution. KSMP has indicated that it is planning for entry into chapter 11, but
28 Mr. Mattson has resisted doing so and currently remains in ultimate control of KSMP. Were both

Mattson Debtors to consent to the entry of orders for relief in the Involuntary Cases, such concerns would be alleviated and the Debtors and the Committee would be willing to entertain a stipulation for KSMP to become a Permitted Party on a professionals' eyes-only basis. Unless and until KSMP is a chapter 11 debtor with independent oversight at its helm, the Debtors and the Committee take issue with what amounts to providing an alleged fraudster with access to his alleged victims' information, particularly where (as discussed below) those victims have been deprived of their Court-ordered right to notice.

B. The Application improperly challenges the Bar Date Order.

The Application presents an improper challenge to the Bar Date Order, which was entered nearly five months ago—without any objection from KSMP. *See* Dkt. No. 448 (Certificate of No Objection). KSMP states, “neither the Order nor the Joint Motion provide any basis to depart from the ‘important role’ that a proof of claim has in alerting other creditors of the claims against the estate in this proceeding.” Application at 5. As an initial matter, KSMP is simply wrong that the Bar Date Motion “provide[d] no basis” for the Investor Confidentiality Protocol. The Bar Date Motion submitted that the Investor Confidentiality Protocol should be approved because both the Bankruptcy Code and the California Consumer Privacy Act of 2018 protect individuals’ personal information. Bar Date Motion at 17. It also stated that the concern for protection of Investors’ personal information “is even more acute given the heightened risk of identity theft and re-victimization of individuals, many of whom are elderly, who may have been defrauded through their involvement with the Debtors.” *Id.*

More importantly, however, KSMP may not now relitigate the terms of the Bar Date Order. In the questionable event that it has the right to do so in light of its failure to object to the Bar Date Motion, KSMP has not sought (and does not seek through the Application) alteration or reconsideration of the Bar Date Order under Rules 9023 and 9024 of the Federal Rules of Bankruptcy Procedure, which make Rules 59 and 60 of the Federal Rules of Civil Procedure applicable in the Chapter 11 Cases. Such an attempt would be time-barred. *See* Fed. R. Bankr. P. 9023 (a motion to alter or amend a judgment must be brought within 28 days); Fed. R. Civ. P. 60(c)(1) (a motion for reconsideration “must be made within a reasonable time,” and the

time here cannot be reasonable since the Bar Date set by the Bar Date Order already has passed and the Debtors and Committee have begun reviewing the Claims filed pursuant thereto).

C. KSMP has not provided proper notice to Investors.

As KSMP notes, the Investor Confidentiality Protocol requires notice and an opportunity for hearing before an entity can be designated as an additional Permitted Party, but that any such determination must be made on no less than fourteen days' notice to Investors. Application at 4. KSMP notes further that it "will be seeking an expedited hearing on shortened time that complies with the Fourteen Day Notice requirement." *Id.* KSMP has not sought such an expedited hearing, yet improperly uploaded the proposed order granting the Application, causing confusion with the Court, the Debtors, and the Committee.⁵ More importantly, KSMP has not provided notice to Investors of the relief it seeks. The *Notice of Application to Designate Creditor[] KS Mattson Partners, LP as a "Permitted Party" Under the Court's 12/13/24 Order* [Dkt. No. 1196] purports to give notice to "the Debtor, the Debtor's counsel, the Office of the United States Trustee, all Creditors and Investors that have filed Proofs of Claim and Proofs of Interest with the Claims Agent, and all other parties in interest." However, the Certificate of Service attached thereto states that service was done by first class mail on a limited number of parties in interest and then by Notice of Electronic Filing ("NEF"). Only a small handful of Investors entitled to receive fourteen days' notice of KSMP's request under the Investor Confidentiality Protocol likely did receive notice through NEF, but many, many more have not requested to NEF, nor are they required to have done so. With the filing of this Opposition, the Debtors and the Committee request a hearing on the Application, which will be held on May 7, 2025.

To comply with the Bar Date Order, KSMP therefore would need to provide notice to the entire universe of Investors—more than 600 individuals and entities asserting approximately 1,700 investments—by April 23, 2025. KSMP admittedly does not have the contact information

⁵ See Apr. 4, 2025 Hr'g Tr. at 39:7–41:9 (lengthy colloquy regarding whether the Application was noticed for a hearing or filed on an ex parte basis, because the Court had some questions about the form or order submitted and had not received objections from the Debtors or the Committee); *id.* at 53:5–8 ("MR. ROSELL: It is set for a hearing for May 7 at 11 with objections due -- THE COURT: So why do I have -- so why do I have the order in my inbox?").

1 necessary to do so, or it would not have needed to file the Application. However, neither the
2 Debtors nor the Committee have received a request from KSMP for the Claims Agent to assist
3 with the noticing. While the Debtors and the Committee do not believe that the Debtors' estates
4 should bear the cost of such noticing, they could assist with coordinating it so that Investors
5 actually are aware of the relief sought. Even assuming that KSMP funds the Claims Agent's
6 noticing of all Investors by April 23, Investors will not have time to make any objections to the
7 Application before the scheduled hearing date. In summary, KSMP in effect asks the Court to
8 bless a rushed disclosure of sensitive personal information that could put Investors at risk without
9 any justification. Such a request should be denied.

10 **IV. CONCLUSION**

11 For the reasons set forth above, the Debtors and the Committee respectfully request that
12 the Court deny the Application.

13 Dated: April 15, 2025

KELLER BENVENUTTI KIM LLP

14 By: /s/ Dara L. Silveira

15 Dara L. Silveira

16 *Attorneys for the Debtors and*
17 *Debtors in Possession*

18 Dated: April 15, 2025

PACHULSKI STANG ZIEHL & JONES LLP

19 By: /s/ Steven W. Golden

20 Steven W. Golden

21 *Attorneys for the Official Committee of Unsecured*
22 *Creditors*
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EXHIBIT A

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*Attorneys for Petitioning Creditors
LeFever Mattson, a California corporation, and
Windtree, LP*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

In re:

KS MATTSON PARTNERS, LP,

Debtor.

Case No. 24-10715 (CN)

Chapter 11

**DECLARATION OF BRADLEY D.
SHARP IN SUPPORT OF
PETITIONING CREDITORS'
MOTION FOR PRESERVATION
ORDER**

Date: TBD

Time: TBD

Place: (In Person or Via Zoom)

United States Bankruptcy Court

1300 Clay Street, Courtroom 215

Oakland, CA 94612

1 I, Bradley D. Sharp, hereby declare as follows:

2 1. I am the President and Chief Executive Officer of Development Specialists, Inc.
3 (“DSI”), a leading provider of management consulting and financial advisory services, including
4 turnaround consulting, fiduciary roles, and financial restructuring services, with numerous offices
5 throughout the country.

6 2. I submit this declaration pursuant to 28 U.S.C. § 1746 in support of the *Petitioning*
7 *Creditors’ Motion for Preservation Order* (the “Motion”) filed concurrently herewith.¹

8 3. Except as otherwise indicated, all facts set forth in this declaration are based upon
9 my personal knowledge, information supplied to me by other members of the Petitioning
10 Creditors’ management, employees, and professionals, or learned from my review of relevant
11 documents or upon my opinion based upon my experience and knowledge of the Petitioning
12 Creditors’ operations and financial condition. If called upon to testify, I could and would testify
13 competently to the facts set forth herein. I am authorized by the Petitioning Creditors to submit
14 this declaration.

15 4. Claims filed thus far in the LeFever Mattson Chapter 11 Cases reveal that, prior to
16 the filing of those cases:

17 a. Kenneth Mattson purported to sell investors interests in certain of the
18 LeFever Mattson Debtors, and/or property in which the LeFever Mattson Debtors held an
19 interest, when the seller (whether a LeFever Mattson Debtor or KSMP) in fact held no such
20 interest to sell.

21 b. Mr. Mattson purported to sell to investors (on behalf of various LeFever
22 Mattson Debtors or KSMP) interests in entities that did not (and do not) exist.

23 c. Mr. Mattson created fraudulent tax documents (e.g., IRS Form K-1s) that
24 were not included within the LeFever Mattson Debtors’ annual tax filings, which he either
25 provided to “off-book” investors for them to submit with their taxes or, in some cases, submitted
26 himself, as I understand that Mr. Mattson prepared many investors’ personal taxes.

27 _____
28 ¹ Capitalized terms used but not defined herein have the meanings given to them in the Motion.

1 d. Mr. Mattson misrepresented the substance of investments to investors, for
2 instance by telling investors that a particular LeFever Mattson Debtor owned real property when
3 it did not.

4 5. LeFever Mattson's forensic investigation to date has focused on a Bank of the West
5 (subsequently, BMO) account in LeFever Mattson's name, with an account number ending -1059
6 (the "1059 Account"). At all times since May 2017 (the date of the earliest available statement for
7 the 1059 Account), the address for the account was a post office box in Vacaville, California. I
8 understand that only Ken Mattson had access to that post office box.

9 6. LeFever Mattson's forensic investigation has revealed that Mr. Mattson used the
10 1059 Account to receive money from, and make payments to, investors whose interests are not
11 reflected in the LeFever Mattson Debtors' books and records. Between May 2017 and July 2024,
12 roughly 600 receipts, totaling approximately \$105 million, came into the 1059 Account from
13 investors, and over 37,000 disbursements, totaling approximately \$70 million, went out of the
14 1059 Account to investors.

15 7. Mr. Mattson also used the 1059 Account to receive money from, and make
16 payments for the benefit of, KSMP and other entities controlled by Mr. Mattson. Between May
17 2017 and July 2024, approximately 750 receipts, totaling nearly \$64 million, came into the 1059
18 Account from Mattson-controlled entities, and over 1,000 disbursements, totaling over \$79
19 million, went out of the 1059 Account to or for the benefit of Mattson-controlled entities. This
20 includes approximately \$20.4 million transferred from the 1059 Account to Socotra Capital, Inc.,
21 for the benefit of the Mattson Debtors, not the LeFever Mattson Debtors. It also includes
22 approximately \$23 million transferred from the 1059 Account to make payments to or for the
23 benefit of Specialty Sales Classics, Inc., an entity owned by Mr. Mattson (and in which none of
24 the LeFever Mattson Debtors holds any interest).

25 8. Attached hereto as Exhibit A is a true and correct copy of an article that appeared
26 in the March 6, 2025 online edition of the *Santa Rosa Press Democrat*, titled, "As LeFever Mattson
27 investors endure hardships, many wonder why troubled former leaders have yet to face
28 accountability."

1 9. Attached hereto as Exhibit B is a true and correct copy of a March 18, 2025 email
2 from counsel for the Mattson Debtors. In order to keep confidential the identity of the Investor
3 who forwarded me this email, I have directed my counsel to redact that Investor's name and contact
4 information from Exhibit B. I understand that the Mattson Debtors' counsel sent this message (or
5 a nearly-identical one) to numerous individuals who have purchased purported real estate
6 ownership interests from KSMP or Mr. Mattson.

7 10. Attached hereto as Exhibit C is a title report for 1549 East Napa Street, Sonoma,
8 California (APN 127-312-059), which I am informed and believe was obtained by counsel for the
9 Committee on January 28, 2025.

10 11. Attached hereto as Exhibit D is a title report for 19357 Sonoma Highway, Sonoma,
11 California (APN 127-141-006), which I am informed and believe was obtained by counsel for the
12 Committee on March 20, 2025.

13 12. Attached hereto as Exhibit E is a title report for 18590 Sonoma Highway,
14 Sonoma, California (APN 056-501-061), which I am informed and believe was obtained by
15 counsel for the Committee on March 19, 2025.

16 13. Attached hereto as Exhibit F is a title report for 450 West 1st Street East ## A, B,
17 and K, Sonoma, California (APN 018-790-020), which I am informed and believe was obtained
18 by counsel for the Committee on March 20, 2025.

19 14. Attached hereto as Exhibit G is a title report for 450 1st Street East #G, Sonoma,
20 California (APN 018-790-016), which I am informed and believe was obtained by counsel for
21 the Committee on February 7, 2025.

22 15. Attached hereto as Exhibit H is a title report for 450 West 1st Street East #J,
23 Sonoma, California (APN 018-790-018), which I am informed and believe was obtained by
24 counsel for the Committee on January 13, 2025.

25 16. Attached hereto as Exhibit I is a title report for 22 Boyes Boulevard, Boyes Hot
26 Springs, California (APN 056-402-001), which I am informed and believe was obtained by
27 counsel for the Committee on January 28, 2025.
28

1 17. Attached hereto as Exhibit J is a title report for 414 West Napa Street, Sonoma,
2 California (APN 018-193-047), which I am informed and believe was obtained by counsel for
3 the Committee on February 6, 2025.

4 18. Attached hereto as Exhibit K is a title report for 531 – 533 Camino Del Mar, Del
5 Mar, California (APNs 300-331-14-01 and 300-331-14-02), which I am informed and believe
6 was obtained by counsel for the Committee on January 24, 2025.

7 19. Attached hereto as Exhibit L is a title report for 62 Farragut Avenue, Piedmont,
8 California (APNs 51-4786-7 and APN 51-4786-8), which I am informed and believe was
9 obtained by counsel for the Committee on February 10, 2025.

10 20. Attached hereto as Exhibit M is a title report for 415 Pacific Avenue, Piedmont,
11 California (APNs 051-4700-012 and 051-4700-013), which I am informed and believe was
12 obtained by counsel for the Committee on February 7, 2025.

13 21. Attached hereto as Exhibit N is a title report for 3003 Castle Road, Sonoma,
14 California (APN 127-790-004), which I am informed and believe was obtained by counsel for
15 the Committee on March 26, 2025.

16 22. Attached hereto as Exhibit O is a title report for 3200 Castle Road, Sonoma,
17 California (APN 127-790-005), which I am informed and believe was obtained by counsel for
18 the Committee on March 24, 2025.

19 23. Attached hereto as Exhibit P is a title report for 969 Rachel Road, Sonoma,
20 California (APN 127-540-001), which I am informed and believe was obtained by counsel for
21 the Committee on February 20, 2025.

22 24. Attached hereto as Exhibit Q is a title report for 856 4th Street East, Sonoma,
23 California (APN 018-381-050), which I am informed and believe was obtained by counsel for
24 the Committee on February 13, 2025.

25 25. Attached hereto as Exhibit R is a title report for 454 15th Street, Del Mar,
26 California (APN 299-280-29), which I am informed and believe was obtained by counsel for the
27 Committee on February 7, 2025.
28

26. Attached hereto as Exhibit S is a title report for 23105 Millerick Road, Sonoma, California (APN 128-445-006), which I am informed and believe was obtained by counsel for the Committee on March 18, 2025.

27. Attached hereto as Exhibit T is a title report for 22666 Broadway, Sonoma, California (APN 128-422-040), which I am informed and believe was obtained by counsel for the Committee on January 28, 2025.

28. Attached hereto as Exhibit U is a title report for 1014 1st Street West, Sonoma, California (APN 128-083-012), which I am informed and believe was obtained by counsel for the Committee on February 14, 2025.

29. Attached hereto as Exhibit V is a title report for 230 East Napa Street, Sonoma, California (APN 128-222-009), which I am informed and believe was obtained by counsel for the Committee on February 14, 2025.

30. Attached hereto as Exhibit W is a title report for 19179 Railroad Avenue, Sonoma, California (APN 052-402-023), which I am informed and believe was obtained by counsel for the Committee on December 27, 2024.

31. Attached hereto as Exhibit X is a title report for 443 Casabonne Lane, Sonoma, California (APN 018-111-076), which I am informed and believe was obtained by counsel for the Committee on February 9, 2025.

32. Attached hereto as Exhibit Y is a title report for 3557 Golf View Terrace, Santa Rosa, California (APN 147-410-020), which I am informed and believe was obtained by counsel for the Committee on February 8, 2025.

33. Attached hereto as Exhibit Z is a title report for 405/407 London Way, Agua Caliente, California (APN 056-564-023), which I am informed and believe was obtained by counsel for the Committee on February 28, 2025.

34. Attached hereto as Exhibit AA is a title report for 904 Highway 121, Sonoma, California (APN 128-441-011), which I am informed and believe was obtained by counsel for the Committee on March 19, 2025.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed on April 8, 2025.

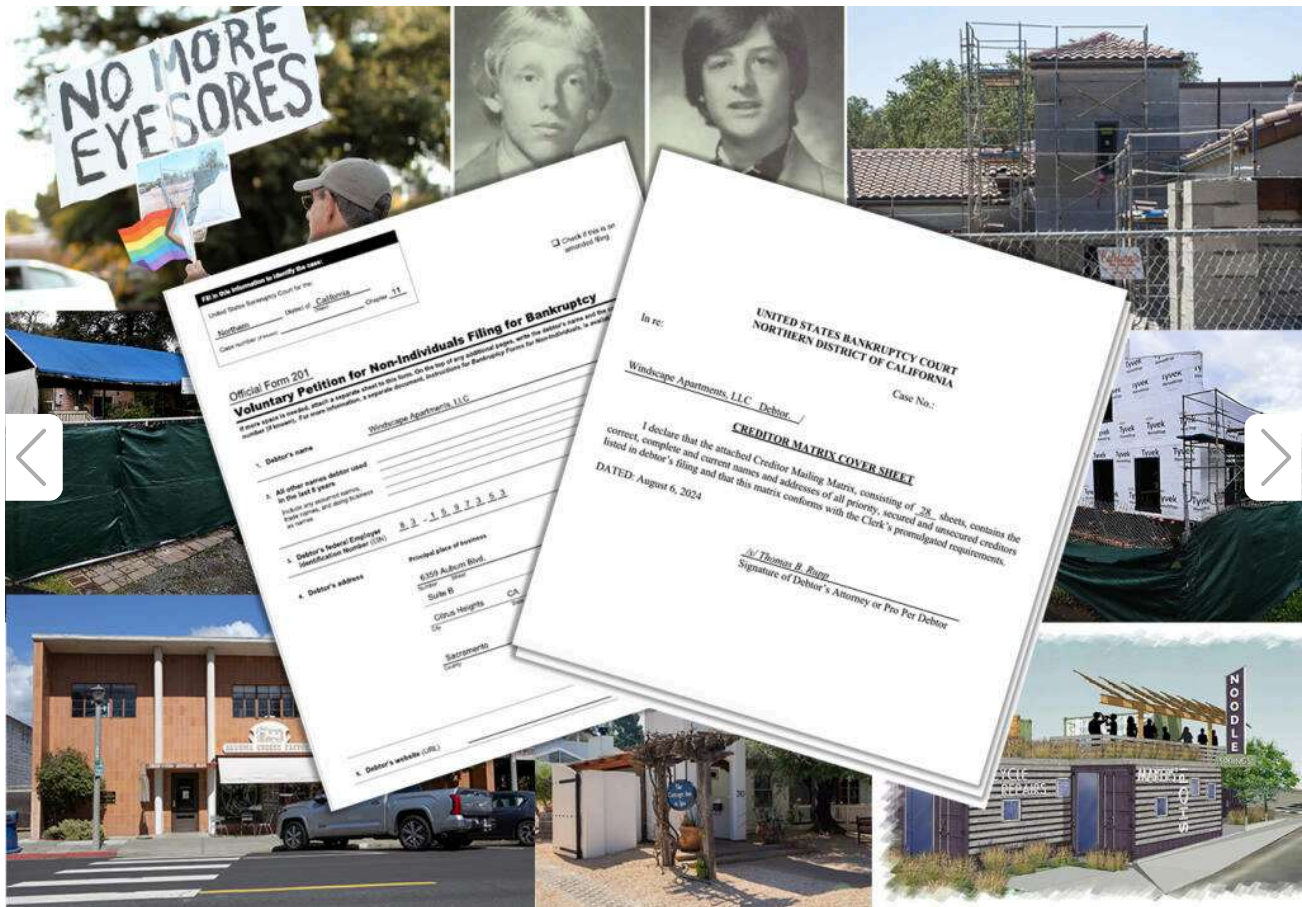
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4 /s/ Bradley D. Sharp
Bradley D. Sharp

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Exhibit A

As LeFever Mattson investors endure hardships, many wonder why troubled former leaders have yet to face accountability

Investors have been galled to see the former business partners Ken Mattson and Tim LeFever line up, as well, in the claims registry, seeking a large stake of money from the disintegrating real estate empire.



Slide 1 of 6

(The Press Democrat file)



PHIL BARBER
THE PRESS DEMOCRAT

March 6, 2025, 7:22AM | **UPDATED 29 MINUTES AGO**
11 minute read

For Maria and Stephen Crane, the final straw came in February, when they combed through a document filed in the LeFever Mattson bankruptcy case. It was a claims register — a comprehensive list of the hundreds of people who had filed financial claims to money that had been cast into question by the disintegration of a juggernaut California real investment company once valued at over \$400 million.

The Cranes were on the list. They had invested their entire retirement fund in Divi Divi Tree LP, a self-directed IRA established by Ken Mattson and Tim LeFever, founding partners of the company that still bears their names. And

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they'd put much of their lifetime savings into other LeFever Mattson investments.

Now the Cranes are locked out of that money.

Stephen Crane is 69. Maria is 65. Both had retired. But with their passive income frozen — and perhaps forever diminished — Maria has gone back to work as an elementary school teacher and Stephen, a doctor, is considering a similar move. They have taken in a renter in their Santa Rosa home to make ends meet.

So when the couple scanned the claims register, they were galled to see at least 60 separate claims filed by Ken Mattson and his wife, Stacy. And a similar number filed by Tim LeFever. And by LeFever Mattson Inc. And by KS Mattson Partners, a company Ken Mattson runs by himself.

The claims indicate the men seen as culpable for the business implosion — which now includes at least 60 separate bankruptcies, nine lawsuits, a federal investigation involving a grand jury and FBI search of Mattson's Sonoma home, and dozens of local properties scheduled for sale — are competing with their beleaguered benefactors for scraps of a tattered empire.

Press Democrat reporter Phil Barber has been reporting on the implosion of the LeFever Mattson real estate investment company.

Investors or interested parties who want to share their stories, on or off the record, are encouraged to contact Barber at 707-521-5263 or phil.barber@pressdemocrat.com.

To read complete Press Democrat coverage of LeFever Mattson in Sonoma, go to pdne.ws/4fXowJo

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“They are using investor resources, and time, to sue and fight each other,” Maria Crane said, “instead of having the integrity and character to say, ‘We blew it, and our investors are paying the consequences of our mismanagement, and we need to focus on fixing this and restoring the funds they entrusted to us.’”

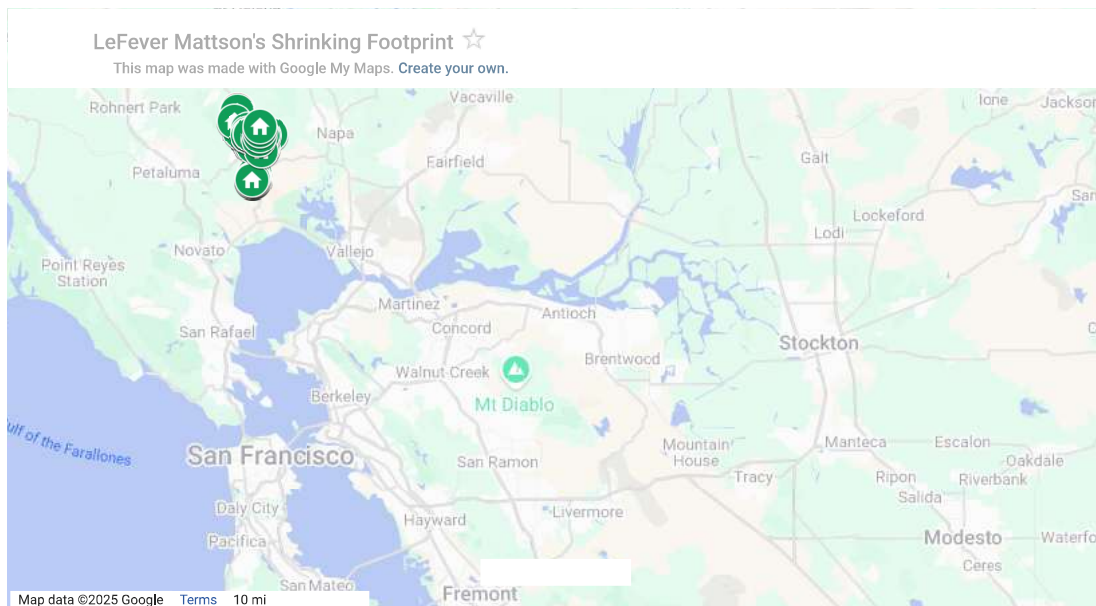
Meanwhile, according to an attorney representing Mattson, the legal tussle is draining as much as \$2 million a month from the investment pool. Many investors now pin their hopes on federal investigators, who have not discussed the case publicly.

When, the Cranes wonder, will Mattson and LeFever be held accountable?

Others who entrusted their money with the men are asking the same question.

“I’m super frustrated, and extremely pissed off,” said Michael Granados, a LeFever Mattson investor who lives in Fremont. “I don’t know where the guy’s at.”

He was referring to Mattson, who alone controlled at least 88 Sonoma properties but has been seen around town less frequently of late.



Investors and people who have worked with LeFever Mattson have been subpoenaed by federal attorneys. But the grand jury impaneled for the federal investigation has yet to issue any indictments, so Mattson remains free.

And his money is unencumbered. His independent holding company KS Mattson Partners and its director, unlike LeFever Mattson Inc., have not filed for Chapter 11 bankruptcy. LeFever Mattson is attempting to compel that move in federal court, but Ken Mattson is fighting it.

At a Feb. 28 hearing, U.S. Bankruptcy Court Judge Charles Novack rejected Mattson's request to dismiss the petition, establishing a timeline that could lead to a trial in July.

"It's gonna be a frenzied discovery period," Novack told the parties. "It has to be. Because this needs to be resolved."

But four months sounds like a long time to some investors.

"We don't know what Ken is doing with the money from the properties," Stephen Crane said. "He still has no accountability, which was part of the initial problem. Is he moving funds around between different entities, or is some of it going to an account in the Cayman Islands?"

Mattson's lawyer speaks

Micheline Fairbank, Mattson's Nevada-based attorney, said Mattson is entitled to protect his interests.

"Ken Mattson has just as much interest as any unsecured creditor in protecting his claims," Fairbank said of his many entries on the claims register. "We have been making numerous overtures to unsecured creditors to get into (mediation). Mattson has come to the table to make this happen."

Fairbank's response represents the first time in months anyone from Mattson's side has commented at length about the case.

The LeFever Mattson company, now run by forensic accountant Bradley Sharp after Mattson was forced out in June and LeFever stepped down in September, has refused to enter mediation, according to Fairbank.

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Fairbank, echoing a statement Mattson made nine months ago, characterized her client as operating on behalf of investors. She accused LeFever of seeking to wall off funds to people making claims.

“Ken Mattson is concerned about investors and is just beginning to tell his story — through this involuntary proceeding,” she wrote. “If an investor wants ‘out’ of an investment, Ken would like them to receive their investment back. He is committed to offering his own resources to this when possible.”

Fairbank said she can’t speak to the pending federal investigation.

“It seems to stem from Tim Lefever’s and (LeFever Mattson counsel) Scott **Smith**’s email to investors that caused the panic that you and the Press Democrat have written about,” she added.

Tim LeFever and his legal representatives did not respond to requests for comment. In a lawsuit in June, he called his lifelong friend Mattson a “thief” who stole money “from the retirement accounts of senior citizens,” promising them ownership interests he did not actually secure.

The latest comments by Mattson’s camp may not prove convincing to investors, many of whom felt a personal bond with Mattson and defended him in the early stages of the business breakup that began last year. The contrast is made all the more stark given the hardships they share, and the lifestyle they imagine Mattson and LeFever are enjoying.

“I met with him a year ago, and he took me to a big warehouse and showed me his collection of muscle cars,” Granados said. “Let me get two or three of those to help my bills.”

The California Department of Motor Vehicles forced Mattson to close his consignment car lots in May

Granados’ bills are substantial, and they borne as well by his mother, Elizabeth; his ex-wife, Stephanie; and Elizabeth’s sister. All invested in LeFever Mattson, and they encouraged others to do the same.

“I have a friend of a friend, and they put everything in,” Elizabeth Granados said. “Their retirement, everything. That poor man. He’s dying. He has Parkinson’s. He can’t walk or talk. She can’t take care of him anymore.”

Among the three of them, Michael, Stephanie and Elizabeth Granados contributed almost \$500,000 to LeFever Mattson. That’s far less than some investors, but they are dealing with serious consequences.

“I’m broke,” said Elizabeth, who turns 90 this month. “I’m on Social Security — you know how that is. I take my medical bills from that. The money left, it’s nothing. So Ken’s (dividend checks) kind of helped each month. It was a little freedom to spend if you wanted to.”

‘We might have to sell’

Michael, 62, moved in with his mom in 2015, to help facilitate her retirement, and later took over her house payments. The LeFever Mattson meltdown has forced him to make up other gaps in her expenses, like PG&E and DirecTV bills, even as he approaches retirement age himself.

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"The money I was getting, I would save," Michael Granados said. "Or maybe use to make an additional house payment. I can't really save anymore."

The next step could be far more dramatic.

"We might have to sell this place," Elizabeth said. "I have no other source of income."

It's dire for others, too.

Since Tim LeFever and Ken Mattson first started trading public accusations last April, the Cranes have been as connected as anyone to the investors who financed the partners' \$400 million real estate portfolio.

They have been praying every Saturday morning, via Zoom, with one group of investors, and have occasionally held meetings in person. And they quickly organized an email group for people to swap information, theories and strategies, and have stayed in touch with many of those investors.

"One 88-year-old gentleman basically said he can't live on Social Security or go back to work at his age," Stephen Crane said. "He is also saddened that he can't continue giving to the ministries he was supporting. Social Security wasn't designed to be our entire retirement."

Another investor was listed on a property deed with Mattson, Crane said. Then Mattson began defaulting on payments, and the woman received notification that her credit score had plummeted.

A different woman, a plaintiff in a class-action lawsuit against LeFever Mattson, has had to move in with her daughter.

Some investors have seen their health deteriorate due to increased stress.

Since their money was frozen, Stephen Crane, who is normally healthy, has noted his blood pressure going up. He's having irregular heartbeats, prompting a visit to the cardiologist. Maria has struggled with situational depression, she said. The Cranes can't prove all this is directly related to the stress the LeFever Mattson crisis has created, but they believe it is.

"I burned out once or twice, because I worked too hard for too long," Stephen said. "I didn't get to spend as much time as I wanted to with my wife and son. I thought, 'But at least my hard work is providing well for my family.' Now it's very challenging to see so much of that provision evaporate and have our retirement monthly income wiped out."

No access to their money

Ken Mattson was the Cranes' financial adviser as well as their investment broker. He sold them on a plan that sounded rock-solid: Invest in residential and commercial properties, which LeFever Mattson was also invested in, and receive a steady 6-7% return. When their capital grew to the point their return matched Stephen's salary, he could retire.

"For four years, that worked," he said. "We got our distributions, and we didn't have to start drawing on our retirement accounts. Then last year, we found out all of this was in jeopardy."

The dried-up monthly dividends are an issue. But the Cranes are even more concerned about the stability of their accumulated capital, which Mattson always told them was protected.

"Now we don't know if we'll ever see any of it," Stephen said, "That's not what we signed up for, or what Ken promised."

Equally frustrating is the fate of their disputed Divi Divi Tree IRA account, which is administered by Madison Trust, a custodial manager.

“We still get a quarterly statement from Madison Trust, still have fees taken out and they’re reporting it to the IRS,” Maria Crane said. “But we have no access to these accounts.”

None of this is surprising to the members of Wake Up Sonoma, a grassroots organization that formed in late 2022 to demand greater transparency of LeFever Mattson as the partners gobbled up more local properties.

“It appears that, yet again, Tim LeFever and Ken Mattson have found a way to use the system to their own benefit at the same time that they are accused of defrauding the people whose lives are now left in ruins,” said Lisa Storment, the group’s president. “This does not seem like justice to me.

“How is it that while they are being investigated for financial crimes, that they would still be allowed to thrive using the money meant to try to defray some of the damage to investors for their personal financial gain?”

The LeFever Mattson bankruptcy proceedings have at least brought a sense of order to the chaos. Leading the way is Bradley Sharp, now the company director. Sharp has hired a bankruptcy law firm and a real estate consulting firm to untangle the mess left behind.

Some investors are grateful to Sharp. Others have questioned the fees his work is racking up.

On that point, at least, they find agreement with Mattson’s attorney.

“The monthly operating report shows that in excess of \$2 million is being spent monthly by LeFever Mattson and its associated entities,” Fairbank wrote. “Right now, sadly, the only people who are benefiting from this protracted process are their lawyers, professionals, and consultants.”

It’s disingenuous for Mattson and his lawyers to complain about those fees, said Kevin Katari, chair of the creditors committee that is advocating for investors in the bankruptcy case. Katari contacted The Press Democrat after publication of this story online Thursday.

“This case is expensive to untangle because LeFever Mattson created an amazingly complicated bowl of spaghetti transactions,” Katari said. “If Ken wants to come clean and reduce costs by helping sort this out, that would be great. But we are not holding our breath waiting for him to undergo some kind of conversion.”

The Cranes feel a bit discouraged sometimes when they take stock of all the money going to the lawyers, forensic accountants and real estate brokers. But they haven’t entirely given up on an appeal to decency.

Devout Christians, they trust their God to turn a traumatic situation into a work of good.

“We believe we all make mistakes,” Stephen Crane said. “We know Ken and Tim have made mistakes — otherwise, we’d still be receiving our distributions and would have access to our capital money and IRAs. We believe God is very gracious and forgiving to those who are humble and penitent.

“That is one thing we’d love to see in Ken and Tim. We still pray for this, and for justice to be done.”

Web developer George Buce produced the map for this story. You can reach Phil Barber at 707-521-5263 or phil.barber@pressdemocrat.com. On X (Twitter) @Skinny_Post.

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Exhibit B

From: [REDACTED]
To: [Bradley Sharp](#)
Subject: Fwd: Response to Inquiries Regarding Mattson/LeFever Mattson Investments
Date: Tuesday, March 18, 2025 8:24:44 PM
Attachments: [0.png](#)
[2.png](#)
[1.png](#)

FYI. I just received this from Ken Mattson's attorney.

[REDACTED]

Begin forwarded message:

From: "Fairbank, Micheline" <MFairbank@fennemorelaw.com>
Date: March 18, 2025 at 4:53:18 PM PDT
Subject: **Response to Inquiries Regarding Mattson/LeFever Mattson Investments**

Thank you for your inquiry regarding your investments. Your patience is greatly appreciated.

In our response to a media inquiry from the Press Democrat, we have publicly expressed our approach and willingness to find a complete and satisfactory resolution for investors. We have outlined steps we are taking to achieve this goal. Mr. Mattson is interested in finding pathways to acquire investor interests or otherwise liquidate entity assets to disburse proceeds to those investors. This includes offering his own resources, when possible, to do so. We have also agreed to facilitate and participate in mediation for a structured process to allow for the resolution of investor concerns.

As we seek to find solutions, it should be noted that the pending involuntary bankruptcies further complicate Mr. Mattson's interest in facilitating resolution for individual investors and specific investments. Our efforts to enter into mediation as a pathway to resolution have been rejected thus far by lawyers for LeFever Mattson and its new management. Without LeFever Mattson's agreement to engage in these discussions, we are currently unable to specifically entertain resolution for non-KS Mattson Partners LP investments.

Mr. Mattson has engaged a respected and experienced turnaround management firm, the Stapleton Group as a financial advisor for KS Mattson Partners, and our office is working closely with the Stapleton Group to address concerns related to the resolution of issues for individuals with investments with KS Mattson Partners and KS Mattson Partner entities, including your specific communication. We aim to establish a process that effectively manages these matters. The timing

for KS Mattson Partners to facilitate resolution is largely dependent on the willingness of the Lefever Mattson professionals to work constructively with us to resolve investor concerns.

We are planning, in coordination with the Stapleton Group, to establish a website to serve as means to communicate what information is available as well as gaining additional information regarding your claims. Once that website is established, we will provide a follow-up communication with that internet address for your convenience.

Again, your outreach is appreciated, and your concerns are of great importance as we work through a very complicated set of circumstances so that accurate and supported information can be shared regarding your inquiries.

Respectfully yours,

Micheline Nadeau Fairbank
Of Counsel



7800 Rancharra Pkwy, Reno, NV 89511 T: 775.788.2210 | F: 775.786.1177
mfairbank@fennemorelaw.com | [View Bio](#)



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Exhibit C



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For the benefit of: PSZJ

Issue Date: January 28, 2025 **Our Order No.:** 5000011441

County: Sonoma **State:** CA

Address: 1549 E. Napa St, CA

Customer Ref. No.: 1549 E Napa St

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title questions and order status

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Post Closing Team

Contact for all recording and policy needs

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Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

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• elaine.bishop@fnf.com

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**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** January 28, 2025**Our Order No.:** 5000011441**County:** Sonoma**State:** California**Address:** 1549 E. Napa St, CA**Customer Ref. No.:** 1549 E Napa St

Scope of Search: Beginning **June 26, 1999** and extending through **January 13, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$30,388.12 annually
Parcel ID #: 127-312-059-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT WITH A PENALTY OF \$1,519.40
Assessment: \$2,652,341.00 (total = land and improvements, if any)
2. Taxes
Type of Tax: Supplemental Taxes
Fiscal year: 2023/2024
Amount: \$205.50 annually
Parcel ID #: 127-312-059-000
Paid through: 2021/2022; 1ST INSTALLMENT 2023/2024 IS DELINQUENT WITH A PENALTY OF \$10.27
Assessment: \$2,652,341.00 (total = land and improvements, if any)
3. Taxes
Type of Tax: Supplemental Taxes
Fiscal year: 2022/2023
Amount: \$1,039.86 annually
Parcel ID #: 127-312-059-000
Paid through: 2021/2022; 1ST INSTALLMENT 2022/2023 IS DELINQUENT WITH A PENALTY OF \$51.99
Assessment: \$2,652,341.00 (total = land and improvements, if any)
4. Matters as shown and noted on Plat recorded in Plat Book 195, Page 049.
5. Easement and Maintenance Agreement dated November 7, 2007, by and between Hagen Bruckner and Barbara Bruckner and Herbert H. Malpass, III, and Joie L. Malpass, recorded on November 8, 2007 in Instrument No. 2007121018.

REPORT OF TITLE

(continued)

6. Deed of Trust from Herbert H. Malpass III and Joie L. Malpass, as Trustees of the Malpass Family Trust Under Declaration of Trust dated August 23, 1996, Grantor(s), to First American Title Company, Trustee(s), in favor of Flagstar Bank, FSB, a Federal Savings Bank, dated May 16, 2019, and recorded May 22, 2019 in Instrument No. 2019034355, in the original amount of \$409,000.00.
7. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of The Socotra Fund, LLC, a California limited liability company (CFL# 60DBO43817), dated February 10, 2020, and recorded February 19, 2020 in Instrument No. 2020012427, in the original amount of \$2,942,500.00.

Assignment of Deed of Trust and Assignment of Rents to Socotra Reit I LLC, a Delaware limited liability company, an undivided 2,942,500/2,942,500 of the total beneficial interest dated February 18, 2020 and recorded on October 2, 2020 in Instrument No. 2020089428.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Pacific Premier Trust, Custodian, FBO Jean A Wilkie IRA, an undivided 75,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089429.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Wayne E. Stahmer and Linda K. Stahmer, Trustees of the Stahmer Family Trust dated June 6, 2002, an undivided 150,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089430.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Sherry June Blair, married sole and separate property, an undivided 100,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089431.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Chad Lyon & Shelly Lyon, husband and wife as joint tenants, an undivided 100,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089432.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Paran & Maya Johar, Trustees of the Paran and Maya Johar Family Revocable Trust, an undivided 100,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089433.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Century 21 Davis Realty, Inc. Profit Sharing Plan FBO JoAnn Wood, an undivided 80,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089434.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Bernard Horton & Lennette Horton Trustees, HFT Mortgage LLC 401k Plan Trust dtd 10-20-2006, an undivided 140,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089435.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Century 21 Davis Realty, Inc. Profit Sharing Plan FBO Robert M. Wilkie, an undivided 175,000/2,942,500 of the total beneficial interest dated September 25, 2020 and recorded on October 2, 2020 in Instrument No. 2020089436.

REPORT OF TITLE

(continued)

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Sarah Garone, a married woman as her sole and separate property, an undivided 200,000/2,942,500 of the total beneficial interest dated October 7, 2020 and recorded on October 14, 2020 in Instrument No. 2020093223.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Chad Lyon & Shelly Lyon, husband and wife as joint tenants, an undivided 100,000/2,942,500 of the total beneficial interest dated October 7, 2020 and recorded on October 14, 2020 in Instrument No. 2020093224.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Century 21 Davis Realty, Inc Profit Sharing Plan FBO James W. Myers, an undivided 55,000/2,942,500 of the total beneficial interest dated June 30, 2022 and recorded on July 15, 2022 in Instrument No. 2022048282.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Century 21 Davis Realty, Inc. Profit Sharing Plan FBO Robert M. Wilkie, an undivided 25,000/2,942,500 of the total beneficial interest dated June 30, 2022 and recorded on July 15, 2022 in Instrument No. 2022048283.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 100,000/2,942,500 of the total beneficial interest dated September 9, 2024 and recorded on November 26, 2024 in Instrument No. 2024058157.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 200,000/2,942,500 of the total beneficial interest dated September 10, 2024 and recorded on November 26, 2024 in Instrument No. 2024058158.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 200,000/2,942,500 of the total beneficial interest dated September 10, 2024 and recorded on November 26, 2024 in Instrument No. 2024058159.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 140,000/2,942,500 of the total beneficial interest dated September 10, 2024 and recorded on November 26, 2024 in Instrument No. 2024058160.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 1,722,500/2,942,500 of the total beneficial interest dated September 11, 2024 and recorded on November 26, 2024 in Instrument No. 2024058161.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 75,000/2,942,500 of the total beneficial interest dated September 13, 2024 and recorded on November 26, 2024 in Instrument No. 2024058187.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 100,000/2,942,500 of the total beneficial interest dated September 16, 2024 and recorded on November 26, 2024 in Instrument No.

REPORT OF TITLE

(continued)

2024058188.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 150,000/2,942,500 of the total beneficial interest dated September 20, 2024 and recorded on November 26, 2024 in Instrument No. 2024058189.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 55,000/2,942,500 of the total beneficial interest dated September 16, 2024 and recorded on November 26, 2024 in Instrument No. 2024058190.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Arnold Napa LLC, a California limited liability company, an undivided 200,000/2,942,500 of the total beneficial interest dated September 16, 2024 and recorded on November 26, 2024 in Instrument No. 2024058191.

8. Operational Permit Easement in favor of County of Sonoma set forth in instrument recorded on September 11, 2020 in Instrument No. 2020080709.
9. Bankruptcy in favor of KS Mattson Partners, LP recorded on November 22, 2024 in Instrument No. 24-10715.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

Parcel One:

All that portion of Lot 11 in Block "A", Map of the Town of Buena Vista, Sonoma County, California, Recorded February 17, 1911 in Book 25 of Maps, Page 13, Sonoma County Records, described as follows:

Commencing at the intersection of the centerline of Johnson Avenue (now Abandoned) with the centerline of East Napa Street (formerly New Buena Vista Avenue) marked by a set inch iron pipe with tax stamped "LSI 2711" over a found inch square head bolt; running thence along the centerline of said East Napa Street, South 68° 00' East 679.00 feet, thence leaving said centerline and running South 22° 00' West, 25.00 feet to a set 1/2 inch iron pipe in the Southerly line of said East Napa Street; thence continuing South 22° 00' West, 450.00 feet to the true point of beginning of the parcel to be herein described, marked by a set 1/2 inch iron pipe in the Westerly line of said Lot 11; running thence along said Westerly line, South 22° 00' West, 177.00 feet to a set 1/2 inch iron pipe; thence continuing South 22° 00' West, 68.40 feet to the Southwesterly corner of said Lot 11, being a point in the center of Arroyo Seco; thence along the Southwesterly line of said Lot 11, South 56° 45' East, 5.00 feet South 15° 30' East, 165.0 feet, South 44° 00' East 142.50 feet and South 15° East, 86.50 feet; thence leaving said Arroyo Seco and along the Southerly line of said Lot 11, South 81° 40' East, 190.00 feet and South 72° 30' East, 60.68 feet (map South 72° 30' East, 53.0 feet) to the Southeasterly corner of said Lot 11, marked by a set 1/2 inch iron pipe from which the Northeasterly corner of said Lot 11 in the centerline of said East Napa Street bears North 22° 00' East 929.44 feet distant (Map North 22° 00' East, 933.0 feet); thence along the Easterly line of said Lot 11, North 22° 00' East, 164.44 feet to a set 1/2 inch iron pipe; thence leaving said Easterly line North 68° 00' West, 261.51 feet to a set 1/2 inch iron pipe; thence North 20° 36' 50" East, 290.08 feet to a set 1/2 inch iron pipe distant South 68° 00' East, 264.48 feet from the true point of beginning; thence North 68° 00' West, 264.48 feet to true point of beginning.

Excepting therefrom Lots 1, 2 and 3, as shown upon Parcel Map No. 3943 filed and recorded on September 12, 1973 in Book 195 of Maps, Page 49, Sonoma County Records.

Parcel Two:

An easement for roadway and utility purposes over a Parcel of land described as follows:

Commencing at the intersection of the centerline of Johnson Avenue (now Abandoned) with the centerline of East Napa Street (formerly New Buena Vista Avenue) marked by a set 1/2 inch iron pipe with a tag stamped "LS 2711" over a found 1 inch square head iron bolt; running thence along the centerline of said East Napa Street, South 68° 00' East, 982.00 feet to a point distant North 68° 00' West, 230.00 feet from the Northeasterly corner of said Lot 11, in the centerline of said East Napa Street, thence leaving said centerline and running South 20° 36' 50" West, 25.01 feet to the true point of beginning of the easement to be herein described; running thence South 20° 36' 50" West, 280.08 feet to a set 1/2 inch iron pipe; thence continuing South 20° 36' 50" West, 170.05 feet to a set 1/2 inch iron pipe; thence continuing South 20° 36' 50" West, 213.58 feet to a point hereinafter referred to as "Point A"; thence on a curve to the left whose center bears South 69° 23' 10" East, having a radius of 25.00 feet, through a central angle of 48° 11' 30" for a distance of 21.03; thence on a curve to the right whose center bears 62° 25' 20" Commonwealth Land Title Company, having a radius of 50.00 feet; through a central Angle of 276° 23' for a distance of 241.19 feet; thence on a curve to the left whose center bears North 21° 11' 40" West having a radius of 25.00 feet, through a central angle of 48° 11' 30" for a distance of 21.03 feet to a point distant North 69° 23' 10" West, 50.00 feet from "Point A" hereinabove mentioned, thence North 20° 36' 50" East, 214.78 feet to a set 1/2" iron pipe; thence continuing North 20° 36' 50" East, 450.13 feet to the Southerly line of said East Napa Street; thence along said Southerly line South, 68° 00' East 50.01 feet to the true point of beginning.

Parcel Three:

An easement for the purposes of sewage disposal system, said easement to be condition for approval by Sonoma County, which said easement is appurtenant to the Lot to be built upon, said easement shall not merge with

EXHIBIT "A"

Legal Description

underlying fee interest and shall survive severance of the estates and to be included in conveyance to subsequent purchasers, said easement shall not be Quitclaimed, or otherwise modified or destroy without the written consent of the Sonoma County Health Officer.

Said easement being a portion of Lot 3 as shown on Parcel Map No. 3943 recorded September 12, 1973 and filed in Book 195 of Maps, Page 49, Sonoma County Records, being also a portion of Lot 2 as shown on Parcel Map No. 1748-A recorded October 23, 1974 and filed in Book 214 of Maps, Page 11, Sonoma County Records and being a portion of the Lands of Bruckner as described in a Deed recorded January 31, 1991 Under Document No. 91-8577, Official Records of Sonoma County.

Commencing at a 1/2 inch pipe lying the Easterly boundary line of Lot 4 as shown on said Parcel Map No. 3943; thence South 16° 58' 20" East, 42.93 feet to a point lying upon the most Easterly boundary line of Lot 4, as shown on said Parcel Map No. 3943; thence running along said Easterly boundary South 22° 00' West, 118.32 feet; thence South 83° 03' 39" West, 118.32 feet; thence South 83° 03' 39" West, 12.05 feet to the true point of beginning; thence S 12° 16' 53" East, 71.01 feet thence South 81° 40' East, 66.06 feet; thence North 08° 20' East, 51.77 feet; thence South 81° 40' East, 100.00 feet; South 08° 20' West, 44.87 feet more or less to the Southerly boundary line of Lot 3 of said Parcel Map No. 3943; thence running Westerly along said Southerly boundary line, North 72° 30' West, 13.75 feet; thence South 10° 17' 30" West, 10.56 feet more or less to a 3/4 inch iron intersection of fence lines as shown on said Parcel Map No. 3943; thence running Southerly along the Easterly boundary line of Lot 2 as shown on said Parcel Map No. 1748-A, South 90° 44' East, 21.27 feet; thence North 81° 40' West, 96.08 feet; thence North 08° 20' East, 8.23 feet; thence North 81° 40' West, 74.37 feet; thence North 12° 16' 53" West, 77.86 feet more or less to the Easterly boundary line of Lot 4; thence North 83° 03' 39" East, 12.05 feet more or less to the true point of beginning.

Parcel Four:

An easement for the purposes of sewage disposal system, said easement to be a condition for approval by Sonoma County, which said easement is appurtenant to the lot to be built upon. Said easement shall not merge with any underlying fee interest and shall survive severance of the estates and to be included in conveyances to subsequent purchasers, said easement shall not quitclaim, or otherwise modified or destroyed without the written consent of the Sonoma County Health Officer.

Said easement being a portion of Lots 4 and 3 as shown on Parcel Map No. 3943 recorded September 12, 1973 and filed in Book 195 of Maps, Page 49, Sonoma County Records, being also a portion of Lot 2 as shown on Parcel Map No. 1748-A recorded October 23, 1974 and filed in Book 214 of Maps, Page 11, Sonoma County Records, and being more particularly described as follows:

Beginning at a 1/2 inch iron pipe lying upon the Easterly boundary line of Lot 4 as shown on said Parcel Map No. 3943 also being the true point of beginning; thence South 16° 58' 20" East, 42.93 feet; thence along the most Easterly boundary line of said Lot 4, South 22° West, 118.32 feet; thence S 12° 16' 53" East, 93.43 feet; thence S 81° 40' East, 45.63 feet; thence South 81° 40' East, 96.08 feet more or less to the Easterly boundary line of Lot 2 as shown on said Parcel Map No. 1748-A; thence running Southerly along said Easterly boundary line South 19° 44' East, 82.73 feet; thence North 81° 40' West, 54.00 feet; thence South 08° 20' West, 20.00 feet; thence North 08° 20' East, 61.00 feet; thence North 81° 40' West, 53.94 feet; thence North 12° 16' 53" West, 105.44 thence North 22° 00' East, 118.44 feet; thence North 16° 58' 20" East, 42.79 feet; thence North 20° 36' 50" East 79.00 feet, more or less to the Southerly boundary line of Lot 2 as shown on said Parcel Map No. 3943; thence running Easterly along said Southerly boundary line, South 68° East, 123.00 feet; thence South 20° 36' 50" West, 75.30 feet more or less to the true point of beginning.

Excepting therefrom that portion which Lot 4, in Book 195 of Maps, Page 49.

AND BEING the same property conveyed to Herbert H. Malpass III and Joie L. Malpass, as Trustees of the Malpass Family Trust Under Declaration of Trust Dated August 23, 1996 from Herbert H. Malpass III and Joie L. Malpass by Grant Deed dated March 7, 2007 and recorded March 13, 2007 in Instrument No. 2007028183; AND

EXHIBIT "A"
Legal Description

FURTHER CONVEYED to Herbert H. Malpass III and Joie L. Malpass from Hagen Bruckner and Barbara Brucker by Quitclaim Deed dated November 7, 2007 and recorded November 8, 2007 in Instrument No. 2007121017; AND FURTHER CONVEYED to KS Mattson Partners, LP, a California limited partnership from Herbert Malpass and Joie Malpass who acquired title as Herbert H. Malpass III and Joie L. Malpass, as Trustees of the Malpass Family Trust under Declaration of Trust dated August 23, 1996 by Grant Deed dated January 23, 2020 and recorded February 3, 2020 in Instrument No. 2020008058; AND FURTHER CONVEYED to Napa Elm, LP, a California limited partnership from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated April 20, 2020 and recorded September 28, 2020 in Instrument No. 2020087258; AND FURTHER CONVEYED to LeFever Mattson, a California corporation from Napa Elm, LP, a California limited partnership by Grant Deed dated July 6, 2022 and recorded July 11, 2022 in Instrument No. 2022047258; AND FURTHER CONVEYED to RT Capitol Mall, LP, a California limited partnership from LeFever Mattson, a California corporation by Grant Deed dated July 7, 2022 and recorded August 4, 2022 in Instrument No. 2022052074; AND FURTHER CONVEYED to KS Mattson Partners, LP, a California limited partnership from RT Capitol Mall, LP, a California limited partnership by Grant Deed dated November 13, 2023 and recorded February 21, 2024 in Instrument No. 2024007494.

Tax Parcel No. 127-312-059-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Anthony De Lucca and Sheila De Lucca, as trustees or the Successor Trustee or Trustees, U/A/D December 3, 1990 as amended creating Anthony & Sheila De Lucca Family Trust
To: Bart Malpass and Joie Malpass
Dated: August 12, 1999
Recorded on: August 26, 1999
Recorded in: Instrument No. 1999109169
- B. Type of Deed: Grant Deed
From: Herbert H. Malpass, III and Joie L. Malpass, who acquired title as Bart Malpass and Joie Malpass
To: Herbert H. Malpass, III and Joie L. Malpass, as Trustees of the Malpass Family Trust, under Declaration of Trust, dated August 23, 1996
Dated: September 7, 1999
Recorded on: November 19, 1999
Recorded in: Instrument No. 1999143695
- C. Type of Deed: Grant Deed
From: Herbert H. Malpass, III and Joie L. Malpass, as trustees of The Malpass Family Trust, under declaration of trust, dated August 23, 1996
To: Herbert H. Malpass III and Joie L. Malpass
Dated: February 7, 2002
Recorded on: February 26, 2002
Recorded in: Instrument No. 2002027792
- D. Type of Deed: Grant Deed
From: Herbert H. Malpass III and Joie L. Malpass
To: Herbert H. Malpass III and Joie L. Malpass, as trustees of The Malpass Family Trust, under declaration of trust, dated August 23, 1996
Dated: February 8, 2002
Recorded on: February 26, 2002
Recorded in: Instrument No. 2002029458
- E. Type of Deed: Grant Deed
From: Herbert H. Malpass, III and Joie L. Malpass Trustees of The Malpass Family Trust under Declaration of Trust dated August 23, 1996
To: Herbert H. Malpass, III and Joie L. Malpass
Dated: June 24, 2002
Recorded on: July 3, 2002
Recorded in: Instrument No. 2002101416
- F. Type of Deed: Grant Deed
From: Herbert H. Malpass, III and Joie L. Malpass
To: Herbert H. Malpass, III and Joie L. Malpass, Trustees of The Malpass Family Trust dated August 23, 1996
Dated: June 24, 2002
Recorded on: July 17, 2002
Recorded in: Instrument No. 2002107685
- G. Type of Deed: Grant Deed
From: Herbert H. Malpass, III and Joie L. Malpass, as trustees of the Malpass Family Trust under declaration of trust dated August 23, 1996
To: Herbert H. Malpass III and Joie L. Malpass
Dated: October 28, 2002
Recorded on: November 13, 2002
Recorded in: Instrument No. 2002175770

DEED CHAIN

- H. Type of Deed: Grant Deed
From: Herbert H. Malpass, III and Joie L. Malpass
To: Herbert H. Malpass III and Joie L. Malpass, as Trustee of the Malpass Family Trust under declaration of trust dated August 23, 1996
Dated: October 28, 2002
Recorded on: November 21, 2002
Recorded in: Instrument No. 2002183432
- I. Type of Deed: Grant Deed
From: Herbert H. Malpass III and Joie L. Malpass, as Trustees of the Malpass Family Trust under declaration of trust dated August 23, 1996
To: Herbert H. Malpass III, and Joie L. Malpass
Dated: February 9, 2004
Recorded on: February 19, 2004
Recorded in: Instrument No. 2004021957
- J. Type of Deed: Grant Deed
From: Herbert H. Malpass III, and Joie L. Malpass
To: Herbert H. Malpass III, and Joie L. Malpass, as Trustees of the Malpass Family Trust under declaration of trust dated August 23, 1996
Dated: February 9, 2004
Recorded on: March 3, 2004
Recorded in: Instrument No. 2004029178
- K. Type of Deed: Grant Deed
From: Herbert H. Malpass III and Joie L. Malpass, as trustees of the Malpass Family Trust Under Declaration of Trust Dated August 23, 1996
To: Herbert H. Malpass III and Joie L. Malpass
Dated: March 7, 2007
Recorded on: March 13, 2007
Recorded in: Instrument No. 2007028181
- L. Type of Deed: Grant Deed
From: Herbert H. Malpass III and Joie L. Malpass
To: Herbert H. Malpass III and Joie L. Malpass, as Trustees of the Malpass Family Trust Under Declaration of Trust Dated August 23, 1996
Dated: March 7, 2007
Recorded on: March 13, 2007
Recorded in: Instrument No. 2007028183
- M. Type of Deed: Quitclaim Deed
From: Hagen Bruckner and Barbara Bruckner
To: Herbert H. Malpass, III, and Joie L. Malpass
Dated: November 7, 2007
Recorded on: November 8, 2007
Recorded in: Instrument No. 2007121017
- N. Type of Deed: Grant Deed
From: Herbert Malpass and Joie Malpass who acquired title as Herbert H. Malpass III and Joie L. Malpass, as Trustees of the Malpass Family Trust under Declaration of Trust dated August 23, 1996
To: KS Mattson Partners, LP, a California limited partnership
Dated: January 23, 2020
Recorded on: February 3, 2020
Recorded in: Instrument No. 2020008058
- O. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership

DEED CHAIN

To: Napa Elm, LP, a California limited partnership
Dated: April 20, 2020
Recorded on: September 28, 2020
Recorded in: Instrument No. 2020087258

- P. Type of Deed: Grant Deed
From: Napa Elm, LP, a California limited partnership
To: LeFever Mattson, a California corporation
Dated: July 6, 2022
Recorded on: July 11, 2022
Recorded in: Instrument No. 2022047258
- Q. Type of Deed: Grant Deed
From: LeFever Mattson, a California corporation
To: RT Capitol Mall, LP, a California limited partnership
Dated: July 7, 2022
Recorded on: August 4, 2022
Recorded in: Instrument No. 2022052074
- R. Type of Deed: Grant Deed
From: RT Capitol Mall, LP, a California limited partnership
To: KS Mattson Partners, LP, a California limited partnership
Dated: November 13, 2023
Recorded on: February 21, 2024
Recorded in: Instrument No. 2024007494

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit F



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 20, 2025

Our Order No.: 5000013898

County: Sonoma

State: CA

Address: 19357 Highway 12, CA

Customer Ref. No.: 19357 Highway 12

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** March 20, 2025**Our Order No.:** 5000013898**County:** Sonoma**State:** California**Address:** 19357 Highway 12, CA**Customer Ref. No.:** 19357 Highway 12

Scope of Search: Beginning **July 21, 1980** and extending through **March 5, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: Keith A. Holmlund and Phyllis I. Holmlund, as to an undivided 20.0% interest, John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated January 6, 2015, and any amendments thereto, as to an undivided 40.0% interest and KS Mattson Partners LP, a California limited partnership, as to an undivided 40.0% interest

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$6,774.52 annually
Parcel ID #: 127-141-006-000
Paid through: 2025
Assessment: \$213,419.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 127, Page 14.
3. Matters as shown and noted on Plat recorded in Plat Book 377, Page 026.
4. Matters as shown and noted on Plat recorded in Plat Book 475, Page 021.
5. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of The Socotra Opportunity Fund, LLC, a California limited liability company, dated February 2, 2023, and recorded February 6, 2023 in Instrument No. 2023005132, in the original amount of \$1,187,500.00.

Subordination, Nondisturbance, and Attornment Agreement recorded on February 7, 2023 in Instrument No. 2023005273.

Subordination, Nondisturbance, and Attornment Agreement recorded on February 7, 2023 in Instrument No. 2023005274.

Subordination, Nondisturbance, and Attornment Agreement recorded on February 7, 2023 in Instrument No. 2023005275.

Subordination, Nondisturbance, and Attornment Agreement recorded on February 7, 2023 in Instrument

REPORT OF TITLE

(continued)

No. 2023005276.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to Socotra Opportunity Fund, LLC, a California limited liability company, an undivided 1,187,500/1,187,500 recorded on November 20, 2024 in Instrument No. 2024057349.

Substitution of Trustee dated November 13, 2024 and recorded on November 20, 2024 in Instrument No. 2024057350.

6. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.
7. Notice of Default and Election to Sell Under Deed of Trust recorded on November 20, 2024 in Instrument No. 2024057351.
8. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500 and Line No. 97696, in the amount of \$40,356.17.
9. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506 and Line No. 97698, in the amount of \$9,637.36.
10. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542 and Line No. 97695, in the amount of \$13,770.58.
11. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007586 and Line No. 97768, in the amount of \$3,326.12.
12. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007587 and Line No. 97758, in the amount of \$7,543.50.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

Real property in the City of Sonoma, County of Sonoma, State of California, described as follows:

Lying within the City of Sonoma, County of Sonoma, State of California and being a portion of the Lands of Armando L. Bianchini as described in that "Deed of Gift" recorded October 14, 1943 in book 594 of Official Records, page 4, Sonoma County Records and being more particularly described as follows.

All those certain lots known and designated on O'Farrell's map or Plan of Town of Sonoma, as Lots Numbers Five hundred and six (506) and Five Hundred and Seven (507). The said lots are also known as Sonoma Out Lots Numbers Five Hundred and Six and Five hundred and Seven (507).

Excepting therefrom the two last named lots the portions thereof conveyed by H.J. Clayton and Mary A. Clayton prior to the tenth day of December, 1862, to John M. Maxwell, recorded December 30, 1859 in Book 9 of Deeds, pages 579 and 580, Sonoma County Records.

Excepting ALSO therefrom the following Tract:

All that certain lot, piece or parcel of land situate, lying and being in the former Pueblo of Sonoma, County of Sonoma, State of California, and bounded and particularly described as follows, to-wit: Beginning at the Southeasterly corner of Out-Lot 506, former Pueblo of Sonoma, being the Southeasterly corner of Lands of John Bianchini and Rose Bianchini, his Wife, and the Northeasterly corner of the lands of Anita Murray thence along the Southerly line of Out-Lot 506 North 83°52' West 130.0 feet to a point in the center of Sonoma Creek, said line being the southerly line of the lands of John Bianchini and Rose Bianchini, his Wife, the Northerly line of the lands of Anita Murray; thence along the meander of the center line of Sonoma Creek North 5°30' East 25.0 feet; thence South 83°52' East 130.0 feet to a point in the westerly line of County Road South 5°30' West 25.0 feet to the place of beginning.

Together with the small strip deeded therefrom to the State Highway, recorded June 7, 1922 in Book 11 of Official Records, page 305, Sonoma County Records.

ALSO that parcel of land situate as aforesaid, and described on said Plan of Map as being a street lying and running by and between the above mentioned two lots Numbers Five Hundred and Six (506) and Five Hundred and Seven (507).

The said two lots numbers Five Hundred and Six (506) and Five Hundred and Seven (507) being the same heretofore conveyed and described in a deed to H.J. Clayton and Martha J. Scoofy.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging and in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto.

Also excepting therefrom all that land granted to Knud L. Svinding, and Lena T. Svinding, his wife as described in that "Joint Tenancy Deed" recorded December 22, 1947 in book 780 of Official Records, pages 46 and 47, Sonoma County Records.

Also excepting therefrom all that land granted to Terry H. Nazworthy and Edith F. Nazworthy, his wife as described in that "Grant Deed" recorded June 1, 1965 in book 2132 of Official Records, pages 297-298, Sonoma County Records.

The purpose of this deed is to clarify the title and resultant parcel description from the description described in 1943 (594 OR 4) forward and correcting the deed from 1980 under Document Number 1980-041618, Sonoma County Records. The metes and bounds in that description eliminates any description or qualifications to the old Out Lots and Sonoma Creek and describes a straight metes and bounds parcel. This description takes the last

EXHIBIT "A"

Legal Description

known description (594 OR 4) that appears to be correct through research and further excepts the parcels conveyed after that 1943 deed (594 OR 4) which results in the herein described parcel.

AND BEING the same property conveyed to KS Mattson Partners LP, a California limited partnership from Steven J. Schukler, Trustee of the Steven J. Schukler Revocable Trust under Trust Agreement dated April 26, 2000 and Melissa A. Deiro, Trustee of the Melissa A. Deiro Separate Property Trust, Established August 27, 2019 and Karen M. Andrade, Trustee of the Andrade Trust dated May 28, 2019 by Grant Deed dated September 21, 2022 and recorded October 07, 2022 in Instrument No. 2022064975; AND FURTHER CONVEYED to John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated January 6, 2015, and any amendments thereto, as to an undivided 40.0% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated November 29, 2022 and recorded June 20, 2023 in Instrument No. 2023027483; AND FURTHER CONVEYED to Keith A. Holmlund and Phyllis I. Holmlund, as to an undivided 20.0% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated April 4, 2023 and recorded June 20, 2023 in Instrument No. 2023027489.

Tax Parcel No. 127-141-006-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Armando L. Bianchini
To: Elaine Schukler
Dated: July 17, 1980
Recorded on: July 21, 1980
Recorded in: Instrument No. 80041618
- B. Type of Deed: Trust Transfer Deed
From: Elaine Schukler
To: Elaine A. Schukler or her Successors as Trustee of her separate property share of the Schukler Family Trust dated May 20, 1994
Dated: May 20, 1994
Recorded on: May 24, 1994
Recorded in: Instrument No. 1994 0067189
- C. Type of Deed: Trust Transfer Deed
From: Elaine A. Schukler, or her Successors as Trustee of her separate property share of the Schukler Family Trust dated May 20, 1994
To: Henry J. Schukler and Elaine A. Schukler, or their Successors, as Trustee of the Schukler Family Trust dated May 20, 1994, to hereafter be the community property of the parties. This document is intended to, and shall, transmute Elaine A. Schukler's separate property interest in the property conveyed into the community property of the parties
Dated: February 17, 2004
Recorded on: February 17, 2004
Recorded in: Instrument No. 2004020707
- Affidavit – Death of Settlor-Trustee
Dated: April 23, 2019
Recorded on: April 29, 2019
Recorded in: Instrument No. 2019028041
- D. Type of Deed: Quitclaim Deed
From: Henry J. Schukler, as Trustee of the Schukler Family Trust dated May 20, 1994
To: Henry J. Schukler, as Trustee of the Elaine A. Schukler Bypass Trust created u/t/d May 20, 1994
Dated: April 23, 2019
Recorded on: April 29, 2019
Recorded in: Instrument No. 2019028042
- E. Type of Deed: Quitclaim Deed
From: Henry J. Schukler, as Trustee of the Elaine A. Schukler Bypass Trust created u/t/d May 20, 1994
To: Karen M. Andrade, as Trustee of the Karen M. Andrade Irrevocable Family Protection Trust dated November 30, 2006, as to an undivided one-third (1/3) interest, to Steven J. Schukler, as Trustee of the Steven J. Schukler Irrevocable Family Protection Trust dated November 30, 2006, as to an undivided one-third (1/3) interest, and to Melissa A. Deiro, as Trustee of the Melissa A. Deiro Irrevocable Family Protection Trust dated November 30, 2006, as to an undivided one-third (1/3) interest
Dated: April 23, 2019
Recorded on: April 29, 2019
Recorded in: Instrument No. 2019028043
- F. Type of Deed: Quitclaim Deed
From: Karen M. Andrade, as Trustee of the Karen M. Andrade Irrevocable Family Protection Trust dated November 30, 2006, as to an undivided one- third (1/3) interest, Steven J. Schukler, as Trustee of the Steven J. Schukler Irrevocable Family Protection Trust dated November 30, 2006, as to an undivided one-third (1/3) interest, and Melissa A. Deiro, as Trustee of the Melissa A. Deiro Irrevocable Family Protection Trust dated November 30, 2006, as to an undivided one-third (1/3 interest, as

DEED CHAIN

tenants-in-common

To: Karen M. Andrade, as to an undivided one-third (1/3) interest, Steven J. Schukler, as to an undivided one-third (1/3) interest, and to Melissa A. Deiro, as to an undivided one-third (1/3) interest

Dated: August 20, 2019

Recorded on: August 26, 2019

Recorded in: Instrument No. 2019059334

- G. Type of Deed: Grant Deed
From: Karen M. Andrade
To: Karen M. Andrade, trustee of the Andrade Trust dated May 28, 2019, her undivided one-third (1/3) interest
Dated: November 1, 2019
Recorded on: November 21, 2019
Recorded in: Instrument No. 2019086152
- H. Type of Deed: Quitclaim Deed
From: Melissa A. Deiro, her undivided one-third (1/3) right
To: Melissa A. Deiro, Trustee of the Melissa A. Deiro Separate Property Trust, established August 27, 2019
Dated: November 12, 2019
Recorded on: December 2, 2019
Recorded in: Instrument No. 2019091314
- I. Type of Deed: Grant Deed
From: Steven J. Schukler
To: Steven J. Schukler, Trustee of the Steven J. Schukler Revocable Trust under Trust Agreement dated April 26, 2000
Dated: January 15, 2020
Recorded on: March 2, 2020
Recorded in: Instrument No. 2020015827
- J. Type of Deed: Correction Grant Deed
From: Steven J. Schukler, Trustee of the Steven J. Schukler Revocable Trust under Trust Agreement dated April 26, 2000, an undivided 1/3 interest; and Karen M. Andrade, Trustee of the Andrade Trust dated May 28, 2019, as her sole and separate property, her undivided 1/3 interest; and Melissa A. Deiro, Trustee of the Melissa A. Deiro Separate Property Trust, Established August 27, 2019, an undivided 1/3 interest
To: Steven J. Schukler, Trustee of the Steven J. Schukler Revocable Trust under Trust Agreement dated April 26, 2000, an undivided 1/3 interest; and Karen M. Andrade, Trustee of the Andrade Trust dated May 28, 2019, as her sole and separate property, an undivided 1/3 interest; and Melissa A. Deiro, Trustee of the Melissa A. Deiro Separate Property Trust, Established August 27, 2019, an undivided 1/3 interest
Dated: April 14, 2022
Recorded on: April 25, 2022
Recorded in: Instrument No. 2022029459
- K. Type of Deed: Quitclaim Deed
From: Steven J. Schukler
To: Steven J. Schukler, trustee of the Steven J. Schukler Revocable Trust dated April 26, 2000
Dated: April 26, 2022
Recorded on: April 29, 2022
Recorded in: Instrument No. 2022030961
- L. Type of Deed: Grant Deed
From: Steven J. Schukler, Trustee of the Steven J. Schukler Revocable Trust under Trust Agreement dated April 26, 2000 and Melissa A. Deiro, Trustee of the Melissa A. Deiro Separate Property

DEED CHAIN

Trust, Established August 27, 2019 and Karen M. Andrade, Trustee of the Andrade Trust dated May 28, 2019

To: KS Mattson Partners LP, a California limited partnership

Dated: September 21, 2022

Recorded on: October 7, 2022

Recorded in: Instrument No. 2022064975

- M. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated January 6, 2015, and any amendments thereto, as to an undivided 40.0% interest
Dated: November 29, 2022
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027483
- N. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Keith A. Holmlund and Phyllis I. Holmlund, as to an undivided 20.0% interest
Dated: April 4, 2023
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027489

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit G



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 19, 2025

Our Order No.: 5000013890

County: Sonoma

State: CA

Address: 18590 Highway 12, CA

Customer Ref. No.: 18590 Hwy 12

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ

Issue Date:	March 19, 2025	Our Order No.:	5000013890
County:	Sonoma	State:	California
Address:	18590 Highway 12, CA		
Customer Ref. No.:	18590 Hwy 12		

Scope of Search: Beginning **March 29, 2004** and extending through **March 5, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners LP, a California limited partnership; Gary R. Fox and Katherine E. Fox, Trustees of The Fox Family Trust dated May 24, 2002, as to an undivided 20.0% interest and John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated January 6, 2015, and any amendments thereto, as to an undivided 40.0% interest

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

- Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$27,715.40 annually
Parcel ID #: 056-501-061-000
Paid through: 2023/2024; 2024/2025 1ST INSTALLMENT DELINQUENT WITH A PENALTY OF \$1,385.77
Assessment: \$2,142,000.00 (total = land and improvements, if any)
- Taxes
Type of Tax: Supplemental
Fiscal year: 2023/2024
Amount: \$27,126.94 annually
Parcel ID #: 056-501-061-000
Paid through: 2022/2023; 2023/2024 2ND INSTALLMENT DELINQUENT WITH A PENALTY OF \$2,709.69
Assessment: \$2,142,000.00 (total = land and improvements, if any)
- Taxes
Type of Tax: Supplemental
Fiscal year: 2022/2023
Amount: \$4,117.14 annually
Parcel ID #: 056-501-061-000
Paid through: 2021/2022; 2022/2023 1ST AND 2ND INSTALLMENTS DELINQUENT WITH A PENALTY OF \$205.85
Assessment: \$2,142,000.00 (total = land and improvements, if any)
- Matters as shown and noted on Plat recorded in Plat Book 30, Page 17.

REPORT OF TITLE

(continued)

5. Matters as shown and noted on Plat recorded in Plat Book 337, Page 31.
6. Grant of Temporary Construction Easement in favor of The County of Sonoma, a Political Subdivision of the State of California set forth in instrument recorded on September 27, 2007 in Instrument No. 2007105017.
7. Highway Easement Deed in favor of County of Sonoma set forth in instrument recorded on September 27, 2007 in Instrument No. 2007105018.

Correction Highway Easement Deed in favor of County of Sonoma set forth in instrument recorded on May 8, 2008 in Instrument No. 2008042298.
8. Notice of Voluntary Merger dated March 23, 2010, by Valley of the Moon Realty, LLC, recorded on March 24, 2010 in Instrument No. 2010024432.
9. Notice of Declaration of Restrictions dated June 17, 2010, by and between Richard and Christopher Oscar, recorded on June 17, 2010 in Instrument No. 2010050181.
10. Easement Grant Deed in favor of Ronald L. Hodges and Francoise A. Hodges set forth in instrument recorded on July 6, 2010 in Instrument No. 2010055729.
11. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of The Socotra Opportunity Fund, LLC, a California limited liability company (CFL# 60DBO76907), dated January 24, 2023, and recorded February 6, 2023 in Instrument No. 2023005101, in the original amount of \$997,500.00.

Subordination, Nondisturbance, and Attornment Agreement dated January 17, 2023, by and between KS Mattson Partners LP, a California limited partnership, The Socotra Opportunity Fund, LLC, a California limited liability company (CFL# 60DBO76907) and Huiyan Ye DBA A Spa, recorded on February 14, 2023 in Instrument No. 2023005875.

Subordination, Nondisturbance, and Attornment Agreement dated January 17, 2023, by and between KS Mattson Partners LP, a California limited partnership, The Socotra Opportunity Fund, LLC, a California limited liability company (CFL# 60DBO76907) and Danny Valencia Fitness, recorded on February 14, 2023 in Instrument No. 2023005876.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement to Socotra Opportunity REIT I LLC, a Delaware limited liability company, an undivided 997.500/997.500 of the total beneficial interest dated November 13, 2024 and recorded on November 20, 2024 in Instrument No. 2024057293.

Substitution of Trustee Stewart Title was the original Trustee substitutes Mortgage Lender Services dated November 13, 2024 and recorded on November 20, 2024 in Instrument No. 2024057294.

Notice of Default and Election to Sell Under Deed of Trust dated November 19, 2024 and recorded on November 20, 2024 in Instrument No. 2024057295.
12. Bankruptcy in favor of KS Mattson Partners, LP set forth in instrument recorded on November 22, 2024 in Case No. 24-10715.
13. Certificate of Lien for the amount, \$40,356.17, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in Instrument No. 2025003500.

REPORT OF TITLE

(continued)

14. Certificate of Lien for the amount, \$9,637.36, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in Instrument No. 2025003506.
15. Certificate of Lien for the amount, \$13,770.58, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in Instrument No. 2025003542.
16. Certificate of Lien for the amount, \$3,326.12, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated February 21, 2025 and recorded on February 24, 2025, in Instrument No. 2025007586.
17. Certificate of Lien for the amount, \$7,543.50, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated February 21, 2025 and recorded on February 24, 2025, in Instrument No. 2025007587.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma Unincorporated Area and described as follows:

Parcel One:

Lots 7, 8 and 9 in Block 1 as shown upon the Map of Baron's Villa Tract, in the County of Sonoma, State of California, filed September 2, 1913 in the Office of the County Recorder of Sonoma County in Book 30 of Maps, Page 17, Sonoma County Records.

Excepting therefrom that portion described in the Deed to the State of California recorded June 7, 1922 in Book 11 of Official Records, Page 303, Serial No. 13604, Sonoma County Records.

Also exception therefrom that portion described in the Deed to the County of Sonoma recorded April 30, 1985 as Document No. 85026633 of Official Records of Sonoma County.

Parcel Two:

Being a portion of Lot 20 in Block 1 as shown upon the Map of Baron's Villa Tract filed September 2, 1913 in the Office of the County Recorder of Sonoma County in Book 30 of Maps, Page 17, Sonoma County Records, and more particularly described as follows:

Beginning at the Northeasterly corner of said Lot 20; thence Westerly and along the Northerly line of said lot, 33 feet; thence Southerly and parallel with the Easterly line of Lot 20, a distance of 10 feet; thence Easterly and parallel with the Northerly line of said lot, 33 feet to the division line between Lots 7 and 20; thence Northerly and along said division line 10 feet to the point of beginning.

Parcel Three:

A road and public utility easement 10 feet in width lying within Lot 6, Block 1, Map of Baron's Villa Tract, filed in Book 30 of Maps, Page 17, Sonoma County Records, also lying within the lands of Beale et al, as said lands are described in Exhibit "B", final distribution of the Estate of Helen B. Zielfeldt, recorded under Document No. 87-076322, Sonoma County Records, the Southerly line of said easement is more particularly described as follows:

Beginning at a point on the Southerly line of said Lot 6 at the Southeasterly corner of said Lands of Beale et al; thence S 73° 44' W 99.62 feet along the Southerly line of said Lot 6 to a point which bears N 73° 44' E 14.00 feet, along said Southerly line, from the Southwesterly corner of said lands of Beale et al.

Parcel Four:

A garbage can enclosure easement 1.5 feet in width lying within Lots 6 and 21, Block 1, Map of Baron's Villa Tract, filed in Book 30 of Maps, Page 17, Sonoma County Records, also lying within the lands of Beale et al, as said lands are described in Exhibit "B", final distribution of the Estate Of Helen B. Zielfeldt, recorded under Document No. 87-076322, Sonoma County Records, this garbage enclosure area is to be shared with the owners of Lots 5, 6, 7, 8, 9, that portion of Lot 21 which is attached to Lot 6 and that portion of Lot 20 which is attached to Lot 7, or said Block 1 and said map, the Southerly line of said easement is more particularly described as follows:

EXHIBIT "A"
Legal Description

Beginning at a point on the Southerly line of said Lot 21 at the Southwesterly corner of said lands of Beale et al; thence N 73° 44' E 14.00 feet along the Southerly line of said Lots 21 and 6.

AND BEING the same property conveyed to KS Mattson Partners LP, a California limited partnership from Valley of the Moon Realty LLC, a New Jersey limited liability company by Grant Deed dated November 9, 2022 and recorded November 21, 2022 in Instrument No. 2022074924; AND FURTHER CONVEYED to Gary R. Fox and Katherine E. Fox, Trustees of The Fox Family Trust dated May 24, 2002, as to an undivided 20.0% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated December 9, 2022 and recorded June 20, 2023 in Instrument No. 2023027482; AND FURTHER CONVEYED to John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated January 6, 2015, and any amendments thereto, as to an undivided 40.0% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated November 29, 2022 and recorded June 20, 2023 in Instrument No. 2023027484.

Tax Parcel No. 056-501-061-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Paul J. Beale and Anna G. Beale, as to an undivided 4/10 interest; Paul Joseph Beale and Anna G. Beale, as Trustees of the Paul Joseph Beale and Anna G. Beale 2002 Revocable Inter-Vivos Trust, as to an undivided 2/10 interest; Edward Cisneros, as to an undivided 2/10 interest; William C. Welch, as to an undivided 2/10 interest
To: Valley of the Moon Realty, LLC, a New Jersey limited liability company, as to an undivided 50% interest; and Claudia Oscar, as to an undivided 50% interest
Dated: March 19, 2004
Recorded on: March 29, 2004
Recorded in: Instrument No. 2004042128

Type of Deed: Correction Grant Deed
Dated: November 4, 2005
Recorded on: October 30, 2006
Recorded in: Instrument No. 2006133447
- B. Type of Deed: Interspousal Transfer Grant Deed
From: Christopher Oscar
To: Claudia Oscar
Dated: March 19, 2004
Recorded on: March 29, 2004
Recorded in: Instrument No. 2004042129
- C. Type of Deed: Grant Deed
From: Claudia Oscar
To: Valley of the Moon Realty, LLC, a New Jersey limited liability company
Dated: November 10, 2006
Recorded on: November 14, 2006
Recorded in: Instrument No. 2006139472

Type of Deed: Correction Grant Deed
Dated: March 10, 2010
Recorded on: March 22, 2010
Recorded in: Instrument No. 2010023360
- D. Type of Deed: Grant Deed (Outsale)
From: Valley of the Moon Realty, LLC
To: Valley of the Moon Water District a political subdivision of the State of California
Dated: August 26, 2015
Recorded on: September 10, 2015
Recorded in: Instrument No. 2015080079
- E. Type of Deed: Grant Deed
From: Valley of the Moon Realty, LLC, a New Jersey limited liability company
To: KS Mattson Partners LP, a California limited partnership
Dated: November 9, 2022
Recorded on: November 21, 2022
Recorded in: Instrument No. 2022074924
- F. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Gary R. Fox and Katherine E. Fox, Trustees of The Fox Family Trust dated May 24, 2002, as to an undivided 20.0% interest
Dated: December 9, 2022
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027482

DEED CHAIN

G. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: John Dale Horton, Trustee of The John Dale Horton Revocable Living Trust dated
January 6, 2015, and any amendments thereto, as to an undivided 40.0% interest
Dated: November 29, 2022
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027484

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

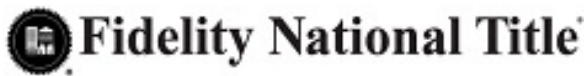
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit H



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 20, 2025

Our Order No.: 5000013891

County: Sonoma

State: CA

Address: 450 1st St E #A, B, K, CA

Customer Ref. No.: 450 1st St E #A,B, K

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ

Issue Date:	March 20, 2025	Our Order No.:	5000013891
County:	Sonoma	State:	California
Address:	450 1st St E #A, B, K, CA		
Customer Ref. No.:	450 1st St E #A,B, K		

Scope of Search: Beginning **September 29, 1993** and extending through **March 5, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivos Trust dated July 6, 1998, as to an undivided 31% ownership interest, William H. Weber and Pamela A. Weber, as to an undivided 25% ownership interest and KS Mattson Partners LP, a California limited partnership, as to an undivided 44% ownership interest

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$19,607.32 annually
Parcel ID #: 018-790-020-000
Paid through: 2025
Assessment: \$1,646,631.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 18, Page 79.
3. Matters as shown and noted on Plat recorded in Plat Book 506, Page 49.
4. First Restated Enabling Declaration Establishing a Plan for Commercial Condominium Ownership recorded on May 28, 1993 in Instrument No. 1993 0066361.

Notice of Delinquent Assessment recorded on July 25, 2024 in Instrument No. 2024033050.

5. Abstract of Support Judgment, dated September 8, 2005, filed against Luis E. Martinez, in favor of Shelia Shelton, being docketed on October 19, 2005, in Instrument No. 2005155631.

NOTE: Due to similar or like names this judgment may be docketed against subject property owner or it may be docketed against a similar or like name.

6. Abstract of Judgment – Civil and Small Claims, dated July 21, 2017, filed against Elizabeth A. Martinez, in favor of State of California, Employment Development Department, in the original amount of \$713.84, plus penalties, costs, and interest, being docketed on August 18, 2017, in Instrument No. 2017064443.

NOTE: Due to similar or like names this judgment may be docketed against subject property owner or it

REPORT OF TITLE

(continued)

may be docketed against a similar or like name.

7. Deed of Trust, Assignment of Lease and Rents, Fixture Filing and Security Agreement from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title and escrow company, Trustee(s), in favor of The Socotra Opportunity Fund, LLC, a California Limited Liability Company (CFL #60DBO76907), dated May 8, 2023, and recorded May 16, 2023 in Instrument No. 2023021159, in the original amount of \$4,500,000.00.

Substitution of Trustee recorded on March 22, 2024 in Instrument No. 2024012299.

Assignment of Deed of Trust, Assignment of Lease and Rents, Fixture Filing and Security Agreement assigned to Socotra Opportunity REIT I LLC, a Delaware limited liability company recorded on August 05, 2024 in Instrument No. 2024035440.

8. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.
9. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500 and Line No. 97696, in the amount of \$40,356.17.
10. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506 and Line No. 97698, in the amount of \$9,637.36.
11. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542 and Line No. 97695, in the amount of \$13,770.58.
12. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007586 and Line No. 97768, in the amount of \$3,326.12.
13. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007587 and Line No. 97758, in the amount of \$7,543.50.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

Real property in the City of Sonoma, County of Sonoma, State of California, described as follows:

Tract A:

Parcel A-1:

An undivided 3.41% interest in and to Lot 1, as shown upon the map of "Mercato II, in the City of Sonoma, County of Sonoma, State of California", filed February 11, 1993 in Book 506 of Maps, at Page(S) 49 and 50, Sonoma County Records.

Excepting therefrom the following:

(A) Units A through K as shown upon the condominium plan and shown as Exhibit "A" recorded April 20, 1993 as Document No. 1993-0048474, Sonoma County Records,

(B) The exclusive right to possession of all those areas designated as air spaces of patios as shown upon the condominium plan above referred to.

(C) "Exclusive use Common Area" designated with a "HA" is a Hall the exclusive use of which is reserved to the Owners of Units A, B and K.

(D) "Exclusive use Common Area" designated with a "R" is a Restroom the exclusive use of which is reserved to the owners of Units A, B and K.

(E) "Exclusive use Common Area" designated with a "S" is a Stairway the exclusive use of which is reserved to the owners of Units A, B and K.

Parcel A-2:

Unit A, as shown upon the condominium plan above referred to.

Parcel A-3:

The exclusive right to use those portions of Lot 1, described in Parcel A-1 above, designated as Air Spaces, Hall, Restroom and Stairway, as appurtenant to Parcels A-1 and A-2 above.

Parcel A-4:

An easement for ingress and egress, parking and public utilities, more particularly described as follows:

Commencing at the Southwesterly corner of the lands of 452 First Street East, a California Limited Partnership as described by Deed recorded under Document No. 88-025510, Sonoma County Records; Thence S 81°57'05" E L78.07 feet along the Southerly line of said lands to the point of beginning; Thence N 8°00'48" E 85.63 feet to the Northerly line of said lands; Thence S 81°59'12" E 125.74 feet to the Northeasterly corner of said lands; Thence S 11°22'40" W 41.00 feet to an angle point in the boundary of said lands; Thence S 82°56'00" E 71.67 feet to an angle point in the boundary of said lands; Thence S 9°46'10" W 46.03 feet to the Southeasterly corner of said lands; Thence N 81°57'05" W 193.58 feet along the Southerly line of said lands to the point of beginning.

EXHIBIT "A"

Legal Description

Parcel A-5:

An easement for ingress and egress 20 foot wide lying within Lot 36, Ex Pueblo of Sonoma, the westerly line of which is more particularly described as follows:

Beginning on the southerly line of East Spain Street at the northwesterly corner of said Lot 36; Thence southerly along the westerly line of said Lot 36, 191 feet more or less, to the northeasterly corner of the Land of Mohr, et al, as described by Deed Recorded Under Document No. 80044332, Sonoma County Records; Thence southerly 15.03 feet along the westerly line of said Lot 36 to the terminus of said 20 foot wide easement.

Tract B:

Parcel B-1:

An undivided 3.99% interest in and to Lot 1, as shown upon the map of "Mercato II, in the City of Sonoma, County of Sonoma, State of California", filed February 11, 1993 in Book 506 of Maps, at Page(s) 48 and 50, Sonoma County Records.

Excepting therefrom the following:

(A) Units A through K as shown upon the Condominium Plan and shown as Exhibit "A" recorded April 20, 1993 as Document No. 1993-0048474, Sonoma County Records.

(B) The exclusive right to possession of all those areas designated as air spaces of patios as shown upon the condominium plan above referred to.

(C) "Exclusive use Common Area" designated with a "HA" is a Hall the exclusive use of which is reserved to the owners of Units A, B and K.

(D) "Exclusive use Common Area" designated with a "R" is a Restroom the exclusive use of which is reserved to the owners of Units A, B and K.

(E) "Exclusive Use Common Area" designated with A "S" is a Stairway the exclusive use of which is reserved to the owners of Units A, B and K.

Parcel B-2:

Unit B, as shown upon the condominium plan above referred to.

Parcel B-3:

The exclusive right to use those portions of Lot 1, described in Parcel B-1 above, designated as Air Spaces, Hall, Restroom and Stairway, as appurtenant to Parcels B-1 And B-2 above.

Parcel B-4:

An easement for ingress and egress, parking and public utilities, more particularly described as follows:

EXHIBIT "A"

Legal Description

Commencing at the southwesterly corner of the lands of 452 First Street East, a California limited partnership as described by Deed Recorded Under Document No. 88-025510, Sonoma County Records; Thence S 81°57'05" E L78.07 feet along the southerly line of said lands to the point of beginning; Thence N 8°00'48" E 85.63 feet to the northerly line of said lands; Thence S 81°59'12" E 125.74 feet to the northeasterly corner of said lands; Thence S 11°22'40" W 41.00 feet to an angle point in the boundary of said lands; Thence S 82°56'00" E 71.67 feet to an angle point in the boundary of said lands; Thence S 9°46'10" W 46.03 feet to the southeasterly corner of said lands; Thence N 81°57'05" W 193.58 feet along the southerly line of said lands to the point of beginning.

Parcel B-5:

An easement for ingress and egress 20 foot wide lying within Lot 36, Ex Pueblo of Sonoma, the westerly line of which is more particularly described as follows:

Beginning on the southerly line of East Spain Street at the northwesterly corner of said Lot 36; Thence southerly along the westerly line of said Lot 36, 191 feet more or less, to the northeasterly corner of the land of Mohr, et al, as described by Deed Recorded Under Document No. 80044332, Sonoma County Records; Thence Southerly 15.03 feet along the westerly line of said Lot 36 to the terminus of said 20 foot wide easement.

Tract C:

Parcel C-1:

An undivided 0.75% interest in and to Lot 1, as shown upon the map of "Mercato II, in the City of Sonoma, County of Sonoma, State of California", filed February 11, 1993 in Book 506 of Maps, at Page(s) 49 and 50, Sonoma County Records.

Excepting therefrom the following:

(A) Units A through K as shown upon the condominium plan and shown as Exhibit "A" Recorded April 20, 1993 as Document No. 1993-0048474, Sonoma County Records.

(B) The exclusive right to possession of all those areas designated as air spaces of patios as shown upon the condominium plan above referred to.

(C) "Exclusive use Common Area" designated with a "HA" is a Hall the exclusive use of which is reserved to the owners of Units A, B and K.

(D) "Exclusive use Common Area" designated with a "R" is a Restroom the exclusive use of which is reserved to the owners of Units A, B and K.

(E) "Exclusive Use Common Area" designated with a "S" is a Stairway the exclusive use of which is reserved to the owners of Units A, B and K.

Parcel C-2:

Unit K, as shown upon the condominium plan above referred to.

Parcel C-3.

EXHIBIT "A"

Legal Description

The exclusive right to use those portions of Lot 1, described in Parcel C-1 above, designated as Air Spaces, Hall, Restroom and Stairway, as appurtenant to Parcels C-1 and C-2 above,

Parcel C-4:

An easement for ingress and egress, parking and public utilities, more particularly described as follows:

Commencing at the southwesterly corner of the lands of 452 First Street East, a California limited partnership as described by Deed Recorded Under Document No. 88-025510, Sonoma County Records; Thence S 81°57'05" E L78.07 feet along the southerly line of said lands to the point of beginning; Thence N 8°00'48" E 85.63 feet to the northerly line of said lands; Thence S 81°59'12" E 125.74 feet to the northeasterly corner of said lands; Thence S 11°22'40" W 41.00 feet to an angle point in the boundary of said lands; Thence S 82°56'00" E 71.67 feet to an angle point in the boundary of said lands; Thence S 9°46'10" W 46.03 feet to the southeasterly corner of said lands; Thence N 81°87'08" W 193.58 feet along the southerly line of said lands to the point of beginning.

Parcel C-5:

An easement for ingress and egress 20 foot wide lying within Lot 36, EX Pueblo of Sonoma, the westerly line of which is more particularly described as follows:

Beginning on the southerly line of East Spain Street at the northwesterly corner of said Lot 36; Thence southerly along the westerly line of said Lot 36, 191 feet more or less, to the northeasterly corner of the land of Mohr, et al, as described by Deed recorded under Document No. 80044332, Sonoma County Records; Thence southerly 15.03 feet along the westerly line of said Lot 36 to the terminus of said 20 foot wide easement.

AND BEING the same property conveyed to KS Mattson Partners LP, a California limited partnership from Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivos Trust dated July 6, 1998 by Grant Deed dated May 9, 2023 and recorded May 16, 2023 in Instrument No. 2023021157; AND FURTHER CONVEYED to William H. Weber and Pamela A. Weber, husband and wife, as joint tenants as to an undivided 25% ownership interest from KS Mattson Partners LP, a California limited partnership by Grant Deed dated May 9, 2023 and recorded May 17, 2023 in Instrument No. 2023021335; AND FURTHER CONVEYED to Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivos Trust dated July 6, 1998, as to an undivided 31% ownership interest from KS Mattson Partners LP, a California limited partnership by Grant Deed dated May 9, 2023 and recorded May 17, 2023 in Instrument No. 2023021336.

Tax Parcel No. 018-790-020-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Arthur B. Fichtenberg as to an undivided 1/2 interest and Barbara L. Thomas and Roger L. Wright, as to an undivided 1/2 interest
To: Barbara L. Thomas and Roger L. Wright
Dated: September 15, 1993
Recorded on: September 29, 1993
Recorded in: Instrument No. 1993 012219
- B. Type of Deed: Grant Deed
From: Arthur B. Fichtenberg
To: Roger L. Wright and Barbara L. Thomas
Dated: April 1, 1994
Recorded on: April 5, 1994
Recorded in: Instrument No. 1994 0045006
- C. Type of Deed: Grant Deed
From: Arthur B. Fichtenberg
To: Barbara L. Thomas and Roger L. Wright
Dated: April 13, 1994
Recorded on: April 20, 1994
Recorded in: Instrument No. 1994 0051634
- D. Type of Deed: Grant Deed
From: Barbara L. Thomas and Roger L. Wright
To: Roger Leo Wright and Barbara L. Thomas, Trustees of the Roger Leo Wright and Barbara L. Thomas Revocable Trust
Dated: April 13, 1994
Recorded on: May 2, 1994
Recorded in: Instrument No. 1994 0057903
- Affidavit of Death of Trustee
Recorded on: May 1, 2012
Recorded in: Instrument No. 2012041473
- Affidavit of Death of Trustee
Recorded on: May 1, 2012
Recorded in: Instrument No. 2012041475
- Corrected Affidavit of Death of Trustee
Recorded on: June 15, 2012
Recorded in: Instrument No. 2012057027
- Corrected Affidavit of Death of Trustee
Recorded on: August 4, 2016
Recorded in: Instrument No. 2016066888
- Corrected Affidavit of Death of Trustee
Recorded on: June 15, 2012
Recorded in: Instrument No. 2012057028
- E. Type of Deed: Grant Deed
From: Roger L. Wright and Barbara L. Thomas
To: Roger Leo Wright and Barbara L. Thomas, Trustees of the Roger Leo Wright and Barbara L. Thomas Revocable Trust
Dated: April 13, 1994
Recorded on: May 2, 1994
Recorded in: Instrument No. 1994 0057905

DEED CHAIN

- F. Type of Deed: Grant Deed
From: Barbara L. Thomas and Roger L. Wright
To: Roger Leo Wright and Barbara L. Thomas, Trustees of the Roger Leo Wright and Barbara L. Thomas Revocable Trust
Dated: May 18, 1994
Recorded on: May 27, 1994
Recorded in: Instrument No. 1994 0069475
- G. Type of Deed: Grant Deed
From: Roger L. Wright and Barbara L. Thomas
To: Roger Leo Wright and Barbara L. Thomas, Trustees of the Roger Leo Wright and Barbara L. Thomas Revocable Trust
Dated: May 18, 1994
Recorded on: May 27, 1994
Recorded in: Instrument No. 1994 0069476
- Affidavit of Death of Trustee
Recorded on: May 1, 2012
Recorded in: Instrument No. 2012041479
- Corrected Affidavit of Death of Trustee
Recorded on: June 15, 2012
Recorded in: Instrument No. 2012057030
- H. Type of Deed: Trust Transfer Deed
From: Roger Leo Wright, Trustee of the Roger Leo Wright and Barbara L. Thomas Revocable Trust dated December 23, 1993
To: Roger Leo Wright, Trustee of the Barbara L. Thomas Credit Shelter Trust
Dated: April 15, 2012
Recorded on: May 1, 2012
Recorded in: Instrument No. 2012041474
- I. Type of Deed: Trust Transfer Deed
From: Roger Leo Wright, Trustee of the Roger Leo Wright and Barbara L. Thomas Revocable Trust dated December 23, 1993
To: Roger Leo Wright, Trustee of the Barbara L. Thomas Credit Shelter Trust
Dated: April 5, 2012
Recorded on: May 1, 2012
Recorded in: Instrument No. 2012041476
- J. Type of Deed: Trust Transfer Deed
From: Roger Leo Wright, Trustee of the Roger Leo Wright and Barbara L. Thomas Revocable Trust dated December 23, 1993
To: Roger Leo Wright, Trustee of the Barbara L. Thomas Credit Shelter Trust
Dated: April 5, 2012
Recorded on: May 1, 2012
Recorded in: Instrument No. 2012041480
- K. Type of Deed: Grant Deed
From: Arthur B. Fichtenberg
To: Roger Leo Wright, Trustee of the Barbara L. Thomas Credit Shelter Trust
Dated: July 28, 2016
Recorded on: August 4, 2016
Recorded in: Instrument No. 2016066887
- L. Type of Deed: Grant Deed
From: Roger Leo Wright, Trustee of the Barbara L. Thomas Credit Shelter Trust

DEED CHAIN

To: Kamala Abbott
Dated: August 8, 2016
Recorded on: August 15, 2016
Recorded in: Instrument No. 201607008

- M. Type of Deed: Grant Deed
From: Kamala Abbott
To: KS Mattson Partners, LP, a California limited partnership
Dated: April 6, 2020
Recorded on: April 22, 2020
Recorded in: Instrument No. 2020030287
- N. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Casa Varos, LLC, a California limited liability company
Dated: January 4, 2022
Recorded on: April 12, 2022
Recorded in: Instrument No. 2022026185
- O. Type of Deed: Grant Deed
From: Casa Varos, LLC, a California limited liability company
To: Luis U. Martinez and Elizabeth N. Martinez, Trustees of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivos Trust dated July 6, 1998
Dated: January 4, 2022
Recorded on: April 12, 2022
Recorded in: Instrument No. 2022026187
- P. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: William H. Weber and Pamela A. Weber, as to an undivided 25%
Dated: January 28, 2022
Recorded on: July 12, 2022
Recorded in: Instrument No. 2022047615
- Q. Type of Deed: Grant Deed
From: William H. Weber and Pamela A. Weber
To: KS Mattson Partners, LP, a California limited partnership
Dated: May 9, 2023
Recorded on: May 16, 2023
Recorded in: Instrument No. 2023021156
- R. Type of Deed: Grant Deed
From: Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivos Trust dated July 6, 1998
To: KS Mattson Partners LP, a California limited partnership
Dated: May 9, 2023
Recorded on: May 16, 2023
Recorded in: Instrument No. 2023021157
- S. Type of Deed: Grant Deed
From: KS Mattson Partners LP, a California limited partnership
To: William H. Weber and Pamela A. Weber, husband and wife, as joint tenants as to an undivided 25% ownership interest
Dated: May 9, 2023
Recorded on: May 17, 2023
Recorded in: Instrument No. 2023021335

DEED CHAIN

T. Type of Deed: Grant Deed
From: KS Mattson Partners LP, a California limited partnership
To: Luis U. Martinez and Elizabeth N. Martinez, Trustee of the Luis Urbano Martinez and Elizabeth Naomi Martinez Revocable Intervivos Trust dated July 6, 1998, as to an undivided 31% ownership interest
Dated: May 9, 2023
Recorded on: May 17, 2023
Recorded in: Instrument No. 2023021336

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

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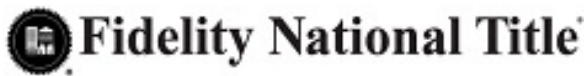
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NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

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THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit I



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 7, 2025

Our Order No.: 5000012419

County: Sonoma

State: CA

Address: 450 1st St. E #G, CA

Customer Ref. No.: 450 1st St E #G

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 7, 2025**Our Order No.:** 5000012419**County:** Sonoma**State:** California**Address:** 450 1st St. E #G, CA**Customer Ref. No.:** 450 1st St E #G

Scope of Search: Beginning **January 24, 2005** and extending through **January 24, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$5,143.75 semi-annually
Parcel ID #: 018-790-016-000
Paid through: 2023-2024; Taxes for 1st half 2024-2025 are DELINQUENT
Assessment: \$866,132.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 506, Page 7.
3. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of HFS Fund IV, LLC, a California limited liability company, dated February 7, 2023, and recorded February 27, 2023 in Instrument No. 2023007831, in the original amount of \$440,000.00.

AFFECTED BY Subordination, Nondisturbance, and Attornment Agreement recorded on February 27, 2023 in Instrument No. 2023007832.

AFFECTED BY Substitution of Trustee dated March 19, 2024 and recorded on March 22, 2024 in Instrument No. 2024012293.

AFFECTED BY Notice of Default and Election to Sell Under Deed of Trust recorded on November 7, 2024 in Instrument No. 2024055337.

4. Easement in favor of Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust, dated December 15, 2006 as to an undivided 50% interest set forth in instrument recorded on June 20, 2023 in Instrument No. 2023027480.
5. Notice of Delinquent Assessment recorded on July 31, 2024 in Instrument No. 2024034608.
6. Bankruptcy filed by KS Mattson Partners, LP, Case No. 24-10715.

REPORT OF TITLE

(continued)

7. Certificate of Lien filed against S Mattson Partners LP in favor of Tax Collector of Sonoma County, State of California, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17, plus penalties, costs, and interest.
8. Certificate of Lien filed against S Mattson Partners LP in favor of Tax Collector of Sonoma County, State of California, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36, plus penalties, costs, and interest.
9. Certificate of Lien filed against S Mattson Partners LP in favor of Tax Collector of Sonoma County, State of California, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542, in the amount of \$13,770.58, plus penalties, costs, and interest.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma, City of Sonoma and described as follows:

A Condominium Comprised of:

Parcel One:

An undivided 5.64% interest in and to Lot 1, as shown upon the Map of "Mercato II, in the City of Sonoma, County of Sonoma, State of California", filed February 11, 1993 in Book 506 of Maps, at Page(s) 49 and 48, Sonoma County records.

Excepting therefrom the following:

(A) Units A through K as shown upon the Condominium Plan and shown as Exhibit "A" recorded April 20, 1993 as Document No. 1993-0048474, Sonoma County records.

(B) The exclusive right to possession of all those areas designated as air spaces of patios as shown upon the Condominium Plan above referred to.

(C) "Exclusive use common area" designated with a "HA" is a hall the exclusive use of which is reserved to the owners of Units A, B and K.

(D) "Exclusive use common area" designated with a "R" is a restroom the exclusive use of which is reserved to the owners of Units A, B and K.

(E) "Exclusive use common area" designated with a "S" is A stairway the exclusive use of which is reserved to the owners of Units A, B and K.

Parcel Two:

Unit G, as shown upon the Condominium Plan above referred to.

Parcel Three:

The exclusive right to use those portions of Lot 1, described in Parcel One above, designated as air spaces.

As appurtenant to Parcels One and Two above.

Parcel Four:

An easement for ingress and egress, parking and public utilities:

Commencing at the Southwesterly corner of the lands of 452 First Street East, a California Limited Partnership, as described by Deed recorded under Document No. 88-025510, Sonoma County records; thence South 81° 57' 05" East, 178.07 feet along the Southerly line of said lands to the point of beginning; thence North 8° 00' 48" East, 85.63 feet to the Northerly line of said lands; thence South 81° 59' 12" East, 125.74 feet to the Northeasterly corner of said lands; thence South 11° 22' 40" West, 41.00 feet to an angle point in the boundary of said lands; thence South 82° 56' 00" East, 71.67 feet to an angle point in the boundary of said lands; thence South 9° 46' 10"

EXHIBIT "A"

Legal Description

West, 46.03 feet to the Southeasterly corner of said lands; thence North 81° 57' 05" West, 193.58 feet along the Southerly line of said lands to the point of beginning.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Candace R. Comstock, Trustee of the Ida P. Moses Trust dated June 9, 2015 by Grant Deed dated August 27, 2020 and recorded September 30, 2020 in Instrument No. 2020088530; AND FURTHER CONVEYED to Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust, dated December 15, 2006 as to an undivided 50% interest from KS Mattson Partners LP, a California limited partnership by Grant Deed dated April 14, 2021 and recorded August 4, 2021 in Instrument No. 2021088985; AND FURTHER CONVEYED to KS Mattson Partners, LP, a California limited partnership from Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust, dated December 15, 2006 by Grant Deed dated February 8, 2023 and recorded February 27, 2023 in Instrument No. 203007830.

Tax Parcel No. 018-790-016-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: 452 First Street East, a California limited partnership
To: Carol Studer
Dated: February 20, 1996
Recorded on: February 22, 1996
Recorded in: Instrument No. 1996-0014871
- B. Type of Deed: Trust Transfer Deed
From: Carol Studer
To: Carol Studer, trustee of the Carol Studer Revocable Trust of 1997
Dated: March 27, 1997
Recorded on: March 31, 1997
Recorded in: Instrument No. 1997-0025692
- C. Affidavit – Death of Settlor, Trustee and Beneficiary
Recorded on: January 3, 2013
Recorded in: Instrument No. 2013000556
- D. Type of Deed: Grant Deed
From: Floyd Moses, Successor Trustee of the Carol Studer Trust as Amended and Restated in 2009
To: Floyd Moses and Ida Moses
Dated: December 21, 2012
Recorded on: March 1, 2013
Recorded in: Instrument No. 2013021545
- E. Affidavit of Death of Survivor
Recorded on: June 15, 2015
Recorded in: Instrument No. 2015051732
- F. Type of Deed: Trust Transfer Deed
From: Ida Moses
To: Candace R. Comstock, Trustee of the Ida P. Moses Trust dated June 9, 2015
Dated: June 29, 2015
Recorded on: July 6, 2015
Recorded in: Instrument No. 2015059628
- G. Type of Deed: Grant Deed
From: Candace R. Comstock, Trustee of the Ida P. Moses Trust dated June 9, 2015
To: KS Mattson Partners, LP, a California limited partnership
Dated: July 27, 2020
Recorded on: September 30, 2020
Recorded in: Instrument No. 2020088530
- H. Type of Deed: Grant Deed
From: KS Mattson Partners LP, a California limited partnership
To: Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust, dated December 15, 2006 as to an undivided 50% interest
Dated: April 14, 2021
Recorded on: August 4, 2021
Recorded in: Instrument No. 2021088985

DEED CHAIN

- I. Type of Deed: Grant Deed
From: Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust,
 dated December 15, 2006
To: KS Mattson Partners, LP, a California limited partnership
Dated: February 8, 2023
Recorded on: February 27, 2023
Recorded in: Instrument No. 203007830
- J. Type of Deed: Grant Deed (Outsale)
From: KS Mattson Partners, LP, a California limited partnership
To: Scott A. Walker and Elizabeth Lull Walker, Trustees of The Walker Family Living Trust,
 dated December 15, 2006 as to an undivided 50% interest
Dated: February 28, 2023
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027480

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

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Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit J



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: January 13, 2025 **Our Order No.:** 5000010871

County: Sonoma **State:** CA

Address: 450 1st Street E #J, CA

Customer Ref. No.: 450 1st St. E #J

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** January 13, 2025**Our Order No.:** 5000010871**County:** Sonoma**State:** California**Address:** 450 1st Street E #J, CA**Customer Ref. No.:** 450 1st St. E #J

Scope of Search: Beginning **January 30, 2002** and extending through **December 27, 2024**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners LP, a California limited partnership, as to an undivided 60% interest and Brad D. Driver, as to an undivided 40% interest

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$14,911.06 annually
Parcel ID #: 018-790-018-000
Paid through: 2022-2023; 2023-2024 and 1st half 2024-2025 DELINQUENT in the amount of \$24,307.70, plus penalty and interest
Assessment: Taxes to follow
2. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement; Request for Notice from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of The Socotra Opportunity Fund, LLC, a California limited liability company, as to an undivided 450/1,925 interest in the note; Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust dated January 24, 1996, as to an undivided 375/1,925 interest in the note; Joan Barbara Berger & Charles Otto Berger III, as Trustees of the Charles Otto Berger III and Joan Barbara Berger Family Trust of 1996, as to an undivided 300/1,925 interest in the note; Joan Ferrari, Trustee of the Joan A. Ferrari Trust utd 10/15/07, as to an undivided 200/1,925 interest in the note; Anthony Ingoglia, Trustee of the Anthony C. Ingoglia Revocable Living Trust, established November 6, 2008, as to an undivided 200/1,925 interest in the note; Gary E. Roller, Trustee of the Gary E. Roller Profit Sharing Plan, as to an undivided 200/1,925 interest in the note; and Tony's Salami and Cheese Fund I, LLC, a California limited liability company, as to an undivided 200/1,925 interest in the note, dated December 17, 2018, and recorded December 21, 2018 in Instrument No. 2018086938, in the original amount of \$1,925,000.00.

Assignment of Deed of Trust and Assignment of Rents from Anthony C. Ingoglia Revocable Living Trust, established November 6, 2008 assigned to The Socotra Fund, LLC, a California limited liability company, an undivided 200/1,925 dated March 14, 2019 and recorded on March 19, 2019 in Instrument No. 2019018538.

REPORT OF TITLE

(continued)

Assignment of Deed of Trust and Assignment of Rents from The Socotra Opportunity Fund, LLC, a California limited liability company assigned to Perkins Real Estate LP, an undivided 275/1,925 dated January 16, 2020 and recorded on January 17, 2020 in Instrument No. 2020003972.

Assignment of Deed of Trust and Assignment of Rents from The Socotra Fund, LLC, a California limited liability company assigned to Socotra REIT I LLC, a Delaware limited liability company, an undivided 200/1,925 dated August 29, 2024 and recorded on October 24, 2024 in Instrument No. 2024049509.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from The Socotra Opportunity Fund, LLC, a California limited liability company assigned to Socotra Opportunity REIT I LLC, a Delaware limited liability company, an undivided 175/1,925 dated August 29, 2024 and recorded on October 24, 2024 in Instrument No. 2024049510.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust January 24, 1996 assigned to First Street East LLC, a California limited liability company, an undivided 375/1,925 dated September 11, 2024 and recorded on October 24, 2024 in Instrument No. 2024049511.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Socotra REIT I LLC, a Delaware limited liability company assigned to First Street East LLC, a California limited liability company, an undivided 200/1,925 dated September 11, 2024 and recorded on October 24, 2024 in Instrument No. 2024049512.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Socotra Opportunity REIT I LLC, a Delaware limited liability company assigned to First Street East LLC, a California limited liability company, an undivided 175/1,925 dated September 11, 2024 and recorded on October 24, 2024 in Instrument No. 2024049513.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Tony's Salami and Cheese Fund I, LLC, a California limited liability company assigned to First Street East LLC, a California limited liability company, an undivided 200/1,925 dated September 10, 2024 and recorded on October 24, 2024 in Instrument No. 2024049514.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Joan A. Ferrari Trust utd 10/15/07 assigned to First Street East LLC, a California limited liability company, an undivided 200/1,925 dated September 10, 2024 and recorded on October 24, 2024 in Instrument No. 2024049515.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Perkins Real Estate LP assigned to First Street East LLC, a California limited liability company, an undivided 275/1,925 dated September 9, 2024 and recorded on October 24, 2024 in Instrument No. 2024049516.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Gary E. Roller Profit Sharing Plan assigned to First Street East LLC, a California limited liability company, an undivided 200/1,925 dated September 6, 2024 and recorded on October 24, 2024 in Instrument No. 2024049517.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from Charles Otto Berger III and John Barbara Berger Family Trust of 1996 assigned to First Street East LLC, a California limited liability company, an undivided 300/1,925 dated October 2, 2024 and recorded on October 24, 2024 in Instrument No. 2024049518.

REPORT OF TITLE

(continued)

Substitution of Trustee substitutes Stewart Title in favor of Mortgage Lender Services dated October 16, 2024 and recorded on October 24, 2024 in Instrument No. 2024049519.

Notice of Default and Election to Sell under Deed of Trust dated October 21, 2024 and recorded on October 24, 2024 in Instrument No. 2024049520.

3. Notice of Delinquent Assessment filed by The Mercato Association against KS Mattson Partners LP and Brad D. Driver, dated June 11, 2024 and recorded on June 12, 2024 in Instrument No. 2024025375, in the amount of \$9,786.72.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

Real property in the City of Sonoma, County of Sonoma, State of California, described as follows:

A Condominium Comprised of:

PARCEL ONE:

An undivided 7.81% interest in and to Lot 1, as shown upon the map of "Mercato II, in the City of Sonoma, County of Sonoma, State of California", filed February 11, 1993 in Book 506 of maps, at Page(s) 49 and 50, Sonoma County Records.

Excepting therefrom the following:

(A) Units A through K as shown upon the Condominium Plan and shown as Exhibit "A" recorded April 20, 1993 as Document No. 1993-0048474, Sonoma County Records.

(B) The Exclusive Right to Possession of all these areas designated as air spaces of patios as shown upon the condominium plan above referred to.

(C) "Exclusive use Common Area" designated with a "HA" is a Hall the exclusive use of which is reserved to the owners of Units A, B and K.

(D) "Exclusive use Common Area" designated with a "R" is a restroom the exclusive use of which is reserved to the owners of Units A, B and K.

(E) "Exclusive use Common Area" designated with a "S" is a stairway the exclusive use of which is reserved to the owners of Units A, B and K.

PARCEL TWO:

Unit J, as shown upon the condominium plan above referred to.

PARCEL THREE:

The exclusive right to use those portions of Lot 1, described in parcel one above, designated as air spaces.

As appurtenant to Parcels One and Two above.

PARCEL FOUR:

An Easement for ingress and egress, parking and public utilities:

Commencing at the Southwesterly corner of the Lands of 452 first Street East, a California limited partnership as described by deed recorded under Document No. 88-025510, Sonoma County Records;

EXHIBIT "A"
Legal Description

Thence S 81° 57' 05" E 178.07 feet along the Southerly line of said lands to the point of beginning;

Thence N 8° 00' 48" E 85.63 feet to the Northerly line of said lands;

Thence S 81° 59' 12" E 125.74 feet to the Northeasterly corner of said lands;

Thence S 11° 22' 40" W 41.00 feet to an angle point in the boundary of said lands;

Thence S 82° 56' 00" E 71.67 feet to an angle point in the boundary of said lands;

Thence S 9° 46' 10" W 46.03 feet to the Southeasterly corner of said lands;

Thence N 81° 57' 05" W 193.58 feet along the Southerly line of said lands to the point of beginning.

PARCEL FIVE:

An easement for ingress and egress 20 foot wide lying within Lot 36, Ex Pueblo of Sonoma, the Westerly line of which is more particularly described as follows:

Beginning on the Southerly line of East Spain Street at the Northwesterly corner of said Lot 36;

Thence Southerly along the Westerly line of said Lot 36, 191 feet more or less, to the Northeasterly corner of the Land of Mohr, et al, as described by deed recorded under Document No. 80044332, Sonoma County Records;

Thence Southerly 15.03 feet along the Westerly Line of said Lot 36 to the terminus of said 20 foot wide easement.

AND BEING the same property conveyed to KS Mattson Partners LP, a California limited partnership from Valley of the Moon Realty Inc., a New Jersey limited liability company by Grant Deed dated May 22, 2018 and recorded August 6, 2018 in Instrument No. 2018055750; AND FURTHER CONVEYED to Brad D. Driver, as to an undivided 40% interest from KS Mattson Partners LP, a California limited partnership by Grant Deed dated August 17, 2020 and recorded June 11, 2021 in Instrument No. 2021069040.

Tax Parcel No. 018-790-018-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: 452 First Street East Partnership, a limited partnership, comprised of Arthur (Art) Fichtenberg, General Partner
To: 452 First Street East, L.P., a California limited partnership
Dated: January 17, 2002
Recorded on: January 30, 2002
Recorded in: Instrument No. 2002014592
- B. Type of Deed: Quitclaim Deed
From: 452 First Street East, L.P., a California limited partnership
To: Artlee, LLC, a California limited liability company
Dated: July 26, 2007
Recorded on: July 27, 2007
Recorded in: Instrument No. 2007083800
- C. Type of Deed: Grant Deed
From: Artlee, LLC, a California limited liability company
To: Valley of the Moon Realty, LLC, a New Jersey limited liability company
Dated: July 24, 2007
Recorded on: July 27, 2007
Recorded in: Instrument No. 2007083801
- D. Type of Deed: Grant Deed
From: Valley of the Moon Realty Inc., a New Jersey limited liability company
To: KS Mattson Partners LP, a California limited partnership
Dated: May 22, 2018
Recorded on: August 6, 2018
Recorded in: Instrument No. 2018055750
- E. Type of Deed: Grant Deed
From: KS Mattson Partners LP, a California limited partnership
To: Brad D. Driver, as to an undivided 40% interest
Dated: August 17, 2020
Recorded on: June 11, 2021
Recorded in: Instrument No. 2021069040

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit K



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: January 28, 2025

Our Order No.: 5000011443

County: Sonoma

State: CA

Address: 22 Boyes Blvd, Boyes Hot Springs, CA 95416

Customer Ref. No.: 22 Boyes Blvd

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
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• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** January 28, 2025**Our Order No.:** 5000011443**County:** Sonoma**State:** California**Address:** 22 Boyes Blvd, Boyes Hot Springs, CA 95416**Customer Ref. No.:** 22 Boyes Blvd

Scope of Search: Beginning **February 28, 1983** and extending through **January 13, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$43,132.70 annually
Parcel ID #: 056-402-001-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT WITH A PENALTY OF \$2,156.63
Assessment: \$3,183,624.00 (total = land and improvements, if any)
2. Terms and conditions of Short form Lease dated April 23, 1987 by and between John and/or Mary Metallinos, and Edward L. Locke Acting Manager, Realty Management Branch, recorded on May 1, 1987 in Instrument No. 87045171.
3. Ordinance No. 5212 dated December 7, 1999 and recorded on August 17, 2000 in Instrument No. 2000083189.
4. Long Form Deed of Trust and Assignment of Rents from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to Stewart Title of Sacramento, a California corporation, Trustee(s), in favor of Jack Metallinos, as Trustee of the John and Mary Metallinos Living Trust FBO Sophia Jackie Metallinos, established December 29, 1989, dated December 17, 2020, and recorded December 28, 2020 in Instrument No. 2020124484, in the original amount of \$2,500,000.00.

Substitution of Trustee dated September 13, 2024, by and between Stewart Title of Sacramento, a California corporation and Redwood Trust Deed Services, Inc., recorded on September 18, 2024 in Instrument No. 2024042916.

Notice of Default and Election to Sell Under Deed of Trust dated September 17, 2024 and recorded on September 18, 2024 in Instrument No. 2024042917.
5. Matters as shown and noted on Plat recorded in Plat Book 833, Page 43.
6. Bankruptcy, Filed by KS Mattson Partners, LP, recorded on November 22, 2024 in Case No. 24-10715.

REPORT OF TITLE
(continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

Being a portion of the Agua Caliente Rancho, a portion of The Former Station Grounds at Boyes Springs, a portion of that 0.70 acre tract of land deeded to the County of Sonoma by Deed dated December 21, 1943 and recorded in Book 604 of official records, Page 493, Sonoma County records, and being more further described as follows:

Beginning at a point in the Easterly line of that tract of land deeded to the San Francisco and North Pacific Railroad Company as recorded in Book 214 of deeds, Page 462, Sonoma County records, which point bears North 22° 36' West a distance of 180.50 feet from the most Easterly corner of said tract and which point is also the Northeast corner of that 0.27 acre parcel of land now, or formerly belonging to Marion L. Greene and Mabel Birkitt; thence North 22° 36' West a distance of 11.5 feet to a point marked by a 3/4" iron pipe marked CSSC; thence South 67° 24' West a distance of 52.4 feet, more or less, to a point marked by a 3/4" iron pipe marked CSSC; thence on a curve to the left a distance of 34.0 feet, more or less, on a radius of 50 feet to a point lying on the Northwesterly boundary of said 0.27 acre parcel; thence North 67° 24' East a distance of 84.2 feet along the Northwesterly boundary of said parcel to the point of beginning.

PARCEL TWO:

Beginning at a point in the Easterly line of that tract of land deeded to The San Francisco and North Pacific Railroad Company, as recorded in Book 214 of deeds, Page 462, Sonoma County records, which point bears North 22° 36' West distant 70.00 feet from the most Easterly corner of said tract; thence from said point of beginning North 22° 36' West along said Easterly line, a distance of 110.00 feet; thence South 67° 24' West, a distance of 103 feet, more or less, to the Westerly line of the above mentioned tract; thence Southerly along said Westerly line to a point which bears South 67° 24' West from the point of beginning; thence North 67° 24' East, a distance of 100 feet, more or less, to the point of beginning.

Excepting therefrom that portion of the herein described premises deeded by Marion L. Greene, et al, to County of Sonoma, by deed dated June 2, 1948 and recorded June 16, 1948 in Book 804 of official records, Page 6, Sonoma County records, recorder's Serial No. C-69442.

AND BEING the same property conveyed to John Metallinos and Mary Metallinos from John Metallinos and Mary Metallinos by Grant Deed dated February 23, 1983 and recorded February 28, 1983 in Instrument No. 83011521; AND FURTHER CONVEYED to John Metallinos and Mary Metallinos, or their successors, as Trustees of The John and Mary Metallinos Living Trust under declaration dated December 29, 1989, as amended from John Metallinos and Mary Metallinos by Individual Quitclaim Deed dated December 29, 1989 and recorded March 8, 1990 in Instrument No. 90023946; AND FURTHER CONVEYED to John Metallinos as the Trustee of The Mary Metallinos Trust Dated March 23, 2007 from John Metallinos as Trustee of the John and Mary Metallinos Living Trust dated December 29, 1989 by Grant Deed dated March 5, 2008 and recorded March 12, 2008 in Instrument No. 2008022358; AND FURTHER CONVEYED to Jack Metallinos, as Trustee of the John and Mary Metallinos Living Trust FBO Sophia Jackie Metallinos, established December 29, 1989 from Jack J. Metallinos, Trustee of the Mary Metallinos Trust, Dated March 23, 2007 by Quitclaim Deed dated December 5, 2014 and recorded December 26, 2014 in Instrument No. 2014092698; AND FURTHER CONVEYED to KS Mattson Partners, LP, a

EXHIBIT "A"
Legal Description

California limited partnership from Jack Metallinos, as Trustee of the John and Mary Metallinos Living Trust FBO Sophia Jackie Metallinos, established December 29, 1989 by Grant Deed dated December 11, 2020 and recorded December 28, 2020 in Instrument No. 2020124483.

Tax Parcel No. 056-402-001-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: John Metallinos and Mary Metallinos
To: John Metallinos and Mary Metallinos
Dated: February 23, 1983
Recorded on: February 28, 1983
Recorded in: Instrument No. 83011521
- B. Type of Deed: Individual Quitclaim Deed
From: John Metallinos and Mary Metallinos
To: John Metallinos and Mary Metallinos, or their successors, as Trustees of The John and Mary Metallinos Living Trust under declaration dated December 29, 1989, as amended
Dated: December 29, 1989
Recorded on: March 8, 1990
Recorded in: Instrument No. 90023946
- C. Notice of Death of Trustee
Dated: April 30, 2007
Recorded on: September 6, 2007
Recorded in: Instrument No. 2007098257
- D. Type of Deed: Grant Deed
From: John Metallinos as Trustee of the John and Mary Metallinos Living Trust dated December 29, 1989
To: John Metallinos as the Trustee of The Mary Metallinos Trust Dated March 23, 2007
Dated: March 5, 2008
Recorded on: March 12, 2008
Recorded in: Instrument No. 2008022358
- E. Affidavit – Death of Trustee
Dated: December 5, 2014
Recorded on: December 15, 2014
Recorded in: Instrument No. 2014089189
- F. Type of Deed: Quitclaim Deed
From: Jack J. Metallinos, Trustee of the Mary Metallinos Trust, Dated March 23, 2007
To: Jack Metallinos, as Trustee of the John and Mary Metallinos Living Trust FBO Sophia Jackie Metallinos, established December 29, 1989
Dated: December 5, 2014
Recorded on: December 26, 2014
Recorded in: Instrument No. 2014092698
- G. Type of Deed: Grant Deed
From: Jack Metallinos, as Trustee of the John and Mary Metallinos Living Trust FBO Sophia Jackie Metallinos, established December 29, 1989
To: KS Mattson Partners, LP, a California limited partnership
Dated: December 11, 2020
Recorded on: December 28, 2020
Recorded in: Instrument No. 2020124483

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

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ADDITIONAL INFORMATION

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The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit L



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 6, 2025

Our Order No.: 5000012218

County: Sonoma

State: CA

Address: 414 W. Napa S, CA

Customer Ref. No.: 414 W. Napa S

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 6, 2025**Our Order No.:** 5000012218**County:** Sonoma**State:** California**Address:** 414 W. Napa S, CA**Customer Ref. No.:** 414 W. Napa S

Scope of Search: Beginning **January 5, 1990** and extending through **January 23, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: David Figueiredo and Valerie Figueiredo, as to an undivided 12.5% interest; Jeffrey Lee Barnes and Rhonda Michelle Barnes, Trustees of the Barnes Family Living Trust dates May 30, 2018, as to an undivided 4.687% interest; John L. Chase and Susan Goodwin Chase, Trustees of the Chase 1992 Family Trust, as to an undivided 25.5% interest; Stanford Capital LLC, a Missouri limited liability company, as to an undivided 19.0% interest; Cheryl Anne Reese, as to an undivided 6.5% interest; KS Mattson Partners, LP, California limited partnership, as to the remaining interest (31.813%)

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$30,945.26 annually
Parcel ID #: 018-193-047-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT
Assessment: \$2,439,832.00 (total = land and improvements, if any)
2. Taxes
Type of Tax: Supplemental
Fiscal year: 2022/2023
Amount: \$95.46 annually
Parcel ID #: 018-193-047-000
Paid through: 2021/2022; DELINQUENT WITH A PENALTY OF \$4.77
Assessment: \$2,439,832.00 (total = land and improvements, if any)
3. Taxes
Type of Tax: Supplemental
Fiscal year: 2022/2023
Amount: \$10,775.86 annually
Parcel ID #: 018-193-047-000
Paid through: 2021/2022; DELINQUENT WITH A PENALTY OF \$538.79
Assessment: \$2,439,832.00 (total = land and improvements, if any)
4. Taxes
Type of Tax: Supplemental

REPORT OF TITLE

(continued)

Fiscal year: 2023/2024
Amount: \$26,928.92 annually
Parcel ID #: 018-193-047-000
Paid through: 2022/2023; DELINQUENT WITH A PENALTY OF \$1,346.44
Assessment: \$2,439,832.00 (total = land and improvements, if any)

5. Matters as shown and noted on Plat recorded in Plat Book 5, Page 13.
6. Road Maintenance Agreement dated August 9, 1990 and recorded on August 10, 1990 in Instrument No. 1990 0080427.
7. Ordinance No. 1999-13 dated November 3, 1999 and recorded on January 31, 2000 in Instrument No. 2000009413.
8. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of Socotra REIT I LLC, a Delaware limited liability company (CFL# 60DBO108173), dated April 12, 2022, and recorded May 2, 2022 in Instrument No. 2022031174, in the original amount of \$1,395,000.00.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to Kenneth A. Williams, Jr. and Jayne R. Williams as Trustees of the Kenneth A. Williams, Jr. and Jayne R. Williams Declaration of Trust dated January 24, 1996, an undivided 150/1,395 of the total beneficial interest dated June 14, 2022 and recorded on June 16, 2022 in Instrument No. 2022041796.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to Joan Ferrari, Trustee of the Joan A. Ferrari Trust utd 10/15/07, an undivided 250/1,395 of the total beneficial interest dated June 23, 2022 and recorded on June 28, 2022 in Instrument No. 2022044307.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to Don Nicholas, Trustee of the Don L. Nicholas Living Trust, an undivided 250/1,395 of the total beneficial interest dated July 5, 2022 and recorded on July 7, 2022 in Instrument No. 2022046725.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to 414 West Napa LLC, a California limited liability company, an undivided 250/1,395 of the total beneficial interest dated September 18, 2024 and recorded on October 4, 2024 in Instrument No. 2024046122.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to 414 West Napa LLC, a California limited liability company, an undivided 250/1,395 dated September 10, 2024 and recorded on October 4, 2024 in Instrument No. 2024046123.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to 414 West Napa LLC, a California limited liability company, an undivided 150/1,395 of the total beneficial interest dated September 11, 2024 and recorded on October 4, 2024 in Instrument No. 2024046124.

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement assigned to 414 West Napa LLC, a California limited liability company, an undivided 745/1,395 of the total

REPORT OF TITLE

(continued)

beneficial interest dated September 11, 2024 and recorded on October 4, 2024 in Instrument No. 2024046125.

Substitution of Trustee dated September 26, 2024, by and between Stewart Title and Mortgage Lender Services, recorded on October 4, 2024 in Instrument No. 2024046126.

Notice of Default and Election to Sell Under Deed of Trust dated October 2, 2024 and recorded on October 4, 2024 in Instrument No. 2024046127.

9. Bankruptcy, by KS Mattson Partners, LP, recorded on November 22, 2024 in Case No. 24-10715.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma, City of Sonoma and described as follows:

First Parcel Lots 11 and 12, in Block B, as shown upon the map entitled Map of Pipher's Subdivision, being Lots 389, 390, 391, 392, 393, 394 and 395, in the City of Sonoma, County of Sonoma, California, filed on March 29, 1888 in Book 5 of Maps, Page 13, Sonoma County Records.

Excepting therefrom said Lots 11 and 12 that portion lying within the following described parcel:

Beginning at the Southeasterly corner of Lot 12, in Block B, as shown on the map of Pipher's Subdivision, recorded in Book 5 of Maps, Page 13, Sonoma County Records; running thence along the Southerly line of Lots 9, 10, 11 and 12, in Block B of said Pipher's Subdivision, said Southerly line being also the Northerly line of West Napa Street, North 83° 03' 50" West, 200.00 feet to the Southwesterly corner of said Lot 9; thence along the Westerly line of said Lot 9, North 06° 35' East, 15.00 feet; thence leaving said Westerly line and running South 83° 03' 50" East, 200.00 feet to the Easterly line of the aforesaid Lot 12, said Easterly line being also the Westerly line of Fourth Street West; thence along said Easterly line of Lot 12 and said Westerly line of Fourth Street West, South 06° 35' West, 15.00 feet to the point of beginning.

Also excepting therefrom that portion conveyed to The City of Sonoma, a Municipal Corporation, by Grant Deed recorded December 4, 1990, as Instrument No. 1990-0117613, Sonoma County Records, and described as follows:

Beginning at a point on the Westerly line of Fourth Street West, being also the Easterly line of Lot 12 in Block B as shown on the map of "Pipher's Subdivision" recorded in Book 5 of Maps, Page 13, Sonoma County Records, said Point of Beginning being distant N. 06°35'E. 15.00 feet from the Southeasterly corner of said Lot 12; running thence, from said Point of Beginning, along said Westerly line of Fourth Street West and said Easterly line of Lot 12, N. 06°35'E. 10.00 feet; thence leaving said Westerly line and running S.51°45'35"W. 14.10 feet to a point on the Southerly line of the parcel of land conveyed to Redwood Empire Municipal Insurance Fund by deed recorded as Document No. 1990-0080428, Official Records of Sonoma County; thence, along said Southerly line, S83°03'50"E. 10.00 feet to the Point of Beginning.

Second Parcel

A non-exclusive easement for installation, operation and maintenance of storm drainage facilities over a portion of Lots 9 and 10, in Block B, as said lots are shown on the map of Pipher's Subdivision, recorded in Book 5 of Maps, Page 13, Sonoma County Records, said easement being more particularly described as follows:

BEGINNING at a point on the Westerly line of said lot 9, said point being distant on said line North 06° 35' East, 15.00 feet from the Southwesterly corner of said Lot 9; running thence from said point of beginning, along said Westerly line of Lot 9, North 06° 35' East, 10.50 feet; thence leaving said Westerly line and running South 83° 03' 50" East, 100.00 feet to a point on the Easterly line of Lot 10, in Block B of said Pipher's Subdivision; thence along said Easterly line of Lot 10, South 06° 35' West, 10.00 feet; thence leaving said Easterly line, North 83° 03' 50" West, 90.00 feet; thence South 06° 35' West, 85.50 feet; thence South 83° 03' 50" East, 90.00 feet to a point on

EXHIBIT "A"

Legal Description

the aforesaid Easterly line of Lot 10; thence along said Easterly line South 06° 35' West, 5.00 feet; thence leaving said Easterly line and running North 83° 03' 50" West, 100.00 feet to the point of beginning.

AND BEING the same property conveyed to KS Mattson Partners, LP, California limited partnership, as to the remaining interest (31.813%) from Redwood Empire Municipal Insurance Fund by Grant Deed dated April 20, 2022 and recorded May 2, 2022 in Instrument No. 2022031173; AND BEING a portion of the same property conveyed to David Figueiredo and Valerie Figueiredo, as to an undivided 12.5% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated June 6, 2022 and recorded July 12, 2022 in Instrument No. 2022047616; AND BEING a portion of the same property conveyed to Jeffrey Lee Barnes and Rhonda Michelle Barnes, Trustees of the Barnes Family Living Trust dated May 30, 2018, as to an undivided 4.687% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated June 6, 2022 and recorded July 12, 2022 in Instrument No. 2022047618; AND BEING a portion of the same property conveyed to John L. Chase and Susan Goodwin Chase, Trustees of the Chase 1992 Family Trust, as to an undivided 25.5% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated August 9, 2022 and recorded February 2, 2023 in Instrument No. 2023004688; AND BEING a portion of the same property conveyed to Stanford Capital LLC, a Missouri limited liability company, as to an undivided 19.0% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated September 1, 2022 and recorded June 20, 2023 in Instrument No. 2023027481; AND BEING a portion of the same property conveyed to Cheryl Anne Reese, as to an undivided 6.5% interest from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated August 9, 2022 and recorded June 20, 2023 in Instrument No. 2023027488.

Tax Parcel No. 018-193-047-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Glendale Federal Savings and Loan Association, a United States corporation
To: Wheeler, Conforti and Thibault, a Partnership
Dated: December 26, 1989
Recorded on: January 5, 1990
Recorded in: Instrument No. 90001481
- B. Type of Deed: Grant Deed
From: Wheeler, Conforti and Thibault, a Partnership
To: Redwood Empire Municipal Insurance Fund, a Body corporate and politic under the Law of California
Dated: August 8, 1990
Recorded on: August 10, 1990
Recorded in: Instrument No. 1990 0080428
- C. Type of Deed: Grant Deed (Outsale)
From: Wheeler, Conforti and Thibault, a Partnership
To: The City of Sonoma, a Municipal corporation
Dated: August 9, 1990
Recorded on: October 19, 1990
Recorded in: Instrument No. 1990 0104023
- D. Type of Deed: Grant Deed (Outsale)
From: Redwood Empire Municipal Insurance Fund, a Body corporate and politic under the Law of California
To: The City of Sonoma, a Municipal corporation
Dated: October 3, 1990
Recorded on: December 4, 1990
Recorded in: Instrument No. 1990 0117613
- E. Type of Deed: Grant Deed
From: Redwood Empire Municipal Insurance Fund
To: KS Mattson Partners, LP, a California Limited Partnership
Dated: April 20, 2022
Recorded on: May 2, 2022
Recorded in: Instrument No. 2022031173
- F. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: David Figueiredo and Valerie Figueiredo, as to an undivided 12.5% interest
Dated: June 6, 2022
Recorded on: July 12, 2022
Recorded in: Instrument No. 2022047616
- G. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Jeffrey Lee Barnes and Rhonda Michelle Barnes, Trustees of the Barnes Family Living Trust dated May 30, 2018, as to an undivided 4.687% interest
Dated: June 6, 2022
Recorded on: July 12, 2022
Recorded in: Instrument No. 2022047618
- H. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: John L. Chase and Susan Goodwin Chase, Trustees of the Chase 1992 Family Trust, as to an undivided 25.5% interest
Dated: August 9, 2022

DEED CHAIN

Recorded on: February 2, 2023
Recorded in: Instrument No. 2023004688

- I. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Stanford Capital LLC, a Missouri limited liability company, as to an undivided 19.0% interest
Dated: September 1, 2022
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027481
- J. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Cheryl Anne Reese, as to an undivided 6.5% interest
Dated: August 9, 2022
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027488

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit M



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: January 24, 2025

Our Order No.: 5000011446

County: San Diego

State: CA

Address: 531-533 Camino Del Mar, CA

Customer Ref. No.: 531-533 Camino Del Mar

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs

REPORT OF TITLE**For the benefit of:** PSZJ

Issue Date:	January 24, 2025	Our Order No.:	5000011446
County:	San Diego	State:	California
Address:	531-533 Camino Del Mar, CA		
Customer Ref. No.:	531-533 Camino Del Mar		

Scope of Search: Beginning **September 9, 2004** and extending through **January 15, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$14,055.62 annually
Parcel ID #: 300-331-14-01
Paid through: 2024/2025
Assessment: \$1,313,507.00 (total = land and improvements, if any)
2. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$14,055.62 annually
Parcel ID #: 300-331-14-02
Paid through: 2024/2025
Assessment: \$1,313,507.00 (total = land and improvements, if any)
3. Deed of Trust from Thomas J. Franza and Beverly J. Franza, Grantor(s), to Fidelity National Title Company, Trustee(s), in favor of Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for BSM Financial, L.P. dba Brokersource, dated May 22, 2007, and recorded June 1, 2007 in Instrument No. 2007-0370838, in the original amount of \$1,400,000.00.
4. Deed of Trust and Assignment of Rents from Thomas J. Franza and Beverly J. Franza, Grantor(s), to Fidelity National Title Company, Trustee(s), in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for BSM Financial, L.P. dba Brokersource, dated May 22, 2007, and recorded June 1, 2007 in Instrument No. 2007-0370839, in the original amount of \$200,000.00.

Assignment of Deed of Trust from Mortgage Electronic Registration Systems, Inc. ("MERS"), as beneficiary, as nominee for BSM Financial, L.P., dba Brokersource, its successors and assigns to Bank of America, N.A. dated September 9, 2021 and recorded on September 13, 2021 in Instrument No. 2021-0644336.

REPORT OF TITLE
(continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in San Diego County, California

Parcel 1:

The Southeasterly 80 feet of Lots 5 and 6 in Block 58 of Del Mar, in the City of Del Mar, County of San Diego, State of California, according to Map thereof No. 368, filed in the Office of the County Recorder of said County, on October 7, 1885.

Parcel 2:

An easement for ingress and egress for driveway purposes over, under, along and across the Northeasterly 12 feet of the said Lot 5, and over and along and across the Northeasterly 12 feet of that portion of the Southeasterly 20 feet of La Amatista Road (formerly 6th Street) adjoining said Lot 5 on the Northeast, as vacated closed to public use. Excepting therefrom that portion of said easement lying within the Southeasterly 80.00 feet of said Lot 5. Said easement is hereby declared to be appurtenant to and for the benefit of all or any portion of said Lots 5 and 6.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Thomas J. Franza and Beverly J. Franza by Grant Deed dated January 26, 2017 and recorded March 29, 2017 in Instrument No. 2017-0140008.

Tax Parcel Nos. 300-331-14-01 and 300-331-14-02

DEED CHAIN

- A. Type of Deed: Grant Deed
From: M. Lou Marsh, as Trustee for the M. Lou Marsh Family Trust under Declaration of Trust dated July 9, 2002
To: Stacy L. Mattson
Dated: September 1, 2004
Recorded on: September 9, 2004
Recorded in: Instrument No. 2004-0855079
- B. Type of Deed: Grant Deed
From: Kenneth W. Mattson
To: Stacy L. Mattson
Dated: September 1, 2004
Recorded on: September 9, 2004
Recorded in: Instrument No. 2004-0855080
- C. Type of Deed: Grant Deed
From: Stacy L. Mattson
To: Thomas J. Franza and Beverly J. Franza
Dated: May 24, 2007
Recorded on: June 1, 2007
Recorded in: Instrument No. 2007-0370837
- D. Type of Deed: Grant Deed
From: Thomas J. Franza and Beverly J. Franza
To: KS Mattson Partners, LP, a California limited partnership
Dated: January 26, 2017
Recorded on: March 29, 2017
Recorded in: Instrument No. 2017-0140008

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

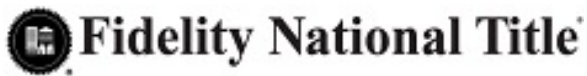
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: San Diego County Treasurer-Tax Collector
Phone: 877-829-4732

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.

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Exhibit N



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 10, 2025 **Our Order No.:** 5000012267

County: Alameda **State:** CA

Address: 62 Farragut Ave, Piedmont, CA

Customer Ref. No.: 62 Farragut Avenue

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 10, 2025**Our Order No.:** 5000012267**County:** Alameda**State:** California**Address:** 62 Farragut Ave, Piedmont, CA**Customer Ref. No.:** 62 Farragut Avenue

Scope of Search: Beginning **August 10, 1999** and extending through **December 17, 2024**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: Kenneth W. Mattson (as to Parcel 1); K S Mattson Partners, LP, a California limited partnership (as to Parcel 2)

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$69,802.36 annually
Parcel ID #: 51-4786-7 (Parcel 1)
Paid through: 2023-2024
Assessment: \$5,146,423.00 (total = land and improvements, if any)
2. Delinquent Taxes
Type of Tax: County
Year: 1st half 2024-2025
Amount: \$38,391.29; Plus Penalties and Interest
Parcel ID #: 51-4786-7 (Parcel 1)
3. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$7,982.96 annually
Parcel ID #: 51-4786-8 (Parcel 2)
Paid through: 2023-2024
Assessment:
4. Delinquent Taxes
Type of Tax: County
Year: 1st half 2024-2025
Amount: \$4,390.62; Plus Penalties and Interest
Parcel ID #: 51-4786-8 (Parcel 2)
5. Matters as shown and noted on Map recorded in Map Book 246, Page 16.
6. Matters as shown and noted on Map recorded in Map Book 17, Page 41.
7. Matters as shown and noted on Map recorded in Map Book 34, Page 31.

REPORT OF TITLE

(continued)

Survey Map Notice recorded on February 18, 2009 in Instrument No. 2009052389.

8. Resolution 41-10 recorded on May 7, 2010 in Instrument No. 2010125597.
9. Deed of Trust from Kenneth W. Mattson, Grantor(s), to North American Title Company, Trustee(s), in favor of Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for BOFI Federal Bank, dated September 2, 2017, and recorded September 12, 2017 in Instrument No. 2017199139, in the original amount of \$5,600,000.00. (NOTE: as to Parcel 1)

Loan Modification Agreement recorded on December 8, 2021 in Instrument No. 2021390655.

Assignment of Deed of Trust assigned to Axos Bank dated September 4, 2024 and recorded on September 9, 2024 in Instrument No. 2024109937.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Alameda County, California

Parcel 1:

All that real property situated in the City of Piedmont, County of Alameda, State of California, described as follows:

Parcels A of Parcel Map 7471, filed July 30, 1999 in Map Book 246, Pages 16 and 17, Alameda County Records.

Reserving therefrom an easement for private access and utility easement to be appurtenant to and for the benefit of Parcel C of Parcel Map 7471, over that portion of the premises lying within the area designated as "P.A. & U.E." as shown on said parcel map.

AND BEING the same property conveyed to Kenneth W. Mattson from Stacy Mattson by Grant Deed dated July 27, 1999 and recorded August 10, 1999 in Instrument No. 99302895.

Tax Parcel No. 51-4786-7

Parcel 2:

The land referred to herein below is situated in the City of Piedmont, County of Alameda, State of California and is described as follows:

Parcel B of Parcel Map 7471, filed July 30, 1999, Map Book 246, Page 16, Alameda County Records.

AND BEING the same property conveyed to K S Mattson Partners, LP, a California limited partnership from Lefever-Mattson, a California corporation by Grant Deed dated November 3, 2014 and recorded November 13, 2014 in Instrument No. 2014273918.

Tax Parcel No. 51-4786-8

DEED CHAIN

CHAIN 1:

- A. Type of Deed: Grant Deed
From: LeFever-Mattson, a California corporation
To: Kenneth W. Mattson
Dated: July 27, 1999
Recorded on: August 10, 1999
Recorded in: Instrument No. 99302894
- B. Type of Deed: Grant Deed
From: Stacy Mattson
To: Kenneth W. Mattson
Dated: July 27, 1999
Recorded on: August 10, 1999
Recorded in: Instrument No. 99302895

CHAIN 2:

- C. Type of Deed: Grant Deed
From: Fred Sohegian, Jr. and Patricia Fittro Sohegian
To: LeFever-Mattson, a California corporation
Dated: July 14, 1999
Recorded on: August 10, 1999
Recorded in: Instrument No. 99302892
- D. Type of Deed: Grant Deed
From: Lefever-Mattson, a California corporation
To: K S Mattson Partners, LP, a California limited partnership
Dated: November 3, 2014
Recorded on: November 13, 2014
Recorded in: Instrument No. 2014273918

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

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ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Donald R. White, Tax Collector, Alameda County
Phone: 510-272-6803

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
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- Transfer Tax Statement is required on all conveyance documents.
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Exhibit O



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 7, 2025

Our Order No.: 5000012418

County: Alameda

State: CA

Address: 415 Pacific Ave, CA

Customer Ref. No.: 415 Pacific Ave

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 7, 2025**Our Order No.:** 5000012418**County:** Alameda**State:** California**Address:** 415 Pacific Ave, CA**Customer Ref. No.:** 415 Pacific Ave

Scope of Search: Beginning **December 24, 2004** and extending through **December 24, 2024**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$4,809.22 semi-annually
Parcel ID #: 051-4700-012
Paid through: 2023-2024; Taxes for 1st half 2024-2025 are DELINQUENT
Assessment: \$460,031.00 (total = land and improvements, if any)
2. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$29,016.77 semi-annually
Parcel ID #: 051-4700-013
Paid through: 2023-2024; Taxes for 1st half 2024-2025 are DELINQUENT
Assessment: \$4,125,061.00 (total = land and improvements, if any)
3. Matters as shown and noted on Plat recorded in Plat Book 21, Page 9.
4. Matters as shown and noted on Plat recorded in Plat Book 316, Page 77.
5. Grant of Easement in favor of KS Mattson Partners, LP, BY: K S Mattson Company, LLC, a limited partnership; and Michael R. Perkocha and Tina M. Stott set forth in instrument recorded on December 23, 2010 in Instrument No. 2010385562.
6. Grant of Easement in favor of KS Mattson Partners, LP, BY: K S Mattson Company, LLC, a limited partnership; and Michael R. Perkocha and Tina M. Stott set forth in instrument recorded on December 23, 2010 in Instrument No. 2010385563.
7. Notice of Reassessment recorded on December 20, 2017 in Instrument No. 2017279640.
8. Notice of Special Tax Lien recorded on January 31, 2019 in Instrument No. 2019015593.
9. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company,

REPORT OF TITLE

(continued)

Trustee(s), in favor of The Socotra Opportunity Fund, LLC, a California limited liability company (CFL #60DBO76907), dated April 18, 2023, and recorded April 21, 2023 in Instrument No. 2023045176, in the original amount of \$2,865,000.00.

AFFECTED BY Substitution of Trustee recorded on March 22, 2024 in Instrument No. 2024039164.

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on August 6, 2024 in Instrument No. 2024096157.

10. Notice of Lis Pendens recorded in Instrument No. 2024114140, reflecting that suit styled Mark Nielsen, an individual, Rebecca Nielsen, an individual vs. Kenneth Mattson, an individual, vs KS Mattson Company LLC, a limited liability company, KS Mattson Partners, LP, a limited partnership, Socotra Opportunity Fund LLC, a limited liability company under Case or Docket No. Case No. 24CV082282 and any claims or rights that may be reflected by, or judgments or orders rendered pursuant to said Notice or suit.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Alameda County, California

The land referred to herein below is Situated in the City of Piedmont, County of Alameda, State of California and is described as follows:

Parcels A and B, as shown on that certain Parcel Map 8622, filed for record December 23, 2010, in Book 316 of Parcel Maps, at Pages 77 and 78, in the office of the County Recorder of the County of Alameda, State of California.

AND BEING the same property conveyed to KS Mattson Partners, LP, By: K S Mattson Company, LLC, a limited partnership from Grace K. Driver, Surviving Trustee, U.D.T.(under declaration of trust) dated August 3, 1988 by Grant Deed dated January 9, 2002 and recorded January 25, 2002 in Instrument No. 2002041737; AND FURTHER CONVEYED to Michael R. Perkocha and Tina M. Stott from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated December 2, 2002 and recorded June 10, 2005 in Instrument No. 2005238749; AND FURTHER CONVEYED to KS Mattson Partners, LP, a limited partnership from Michael R. Perkocha and Tina M. Scott by Grant Deed dated April 9, 2012 and recorded April 30, 2012 in Instrument No. 2012138648.

Tax Parcel Nos. 051-4700-012 and 051-4700-013

DEED CHAIN

- A. Type of Deed: Individual Joint Tenancy Deed
From: Ernest T. Marshall, Jr., also known as Ernest T. Marshall also known as Ernest T. Marshall, Jr., M.D. and Brenda S. Marshall
To: Maynard D. Driver and Grace V. Driver
Dated: January 10, 1975
Recorded on: April 1, 1975
Recorded in: Deed Book 3919, Page 750
- B. Type of Deed: Quit Claim Deed
From: Maynard D. Driver
To: Grace Driver
Dated: March 3, 1976
Recorded on: March 19, 1976
Recorded in: Deed Book 4296, Page 43
- C. Type of Deed: Grant Deed
From: Grace V. Driver
To: Maynard D. Driver and Grace V. Driver
Dated: January 7, 1987
Recorded on: February 18, 1987
Recorded in: Instrument No. 87-046877
- D. Type of Deed: Grant Deed
From: Maynard D. Driver and Grace V. Driver
To: Maynard D. Driver and Grace K. Driver, Trustees, U.D.T. (Under Declaration of Trust), dated August 3, 1988
Dated: August 3, 1988
Recorded on: August 4, 1988
Recorded in: Instrument No. 88-196545
- E. Affidavit-Death of Trustor/Trustee
Recorded on: April 25, 1989
Recorded in: Instrument No. 89-112096
- F. Type of Deed: Grant Deed
From: Grace K. Driver, Surviving Trustee, U.D.T.(under declaration of trust) dated August 3, 1988
To: KS Mattson Partners, LP, By: K S Mattson Company, LLC, a limited partnership
Dated: January 9, 2002
Recorded on: January 25, 2002
Recorded in: Instrument No. 2002041737
- G. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Michael R. Perkocha and Tina M. Stott
Dated: December 2, 2002
Recorded on: June 10, 2005
Recorded in: Instrument No. 2005238749
- H. Type of Deed: Grant Deed
From: Michael R. Perkocha and Tina M. Scott
To: KS Mattson Partners, LP, a limited partnership
Dated: April 9, 2012
Recorded on: April 30, 2012
Recorded in: Instrument No. 2012138648

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Donald R. White, Tax Collector, Alameda County
Phone: 510-272-6803

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit P



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 26, 2025

Our Order No.: 5000014016

County: Sonoma

State: CA

Address: 3003 Castle Road, CA

Customer Ref. No.: 3003 Castle Rd

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** March 26, 2025**Our Order No.:** 5000014016**County:** Sonoma**State:** California**Address:** 3003 Castle Road, CA**Customer Ref. No.:** 3003 Castle Rd

Scope of Search: Beginning **January 16, 1996** and extending through **March 11, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$34,660.22 annually
Parcel ID #: 127-790-004-000
Paid through: FIRST HALF 2024-2025
Assessment: \$3,032,082.00 (total = land and improvements, if any)
2. Delinquent Taxes
Type of Tax: Defaulted Taxes
Year: 2024-2025
Amount: \$82,802.58; Plus Penalties and Interest
Parcel ID #: 127-790-004-000
3. Matters as shown and noted on Plat recorded in Plat Book 127, Page 79.
4. Matters as shown and noted on Plat recorded in Plat Book 574, Page 1.
5. Matters as shown and noted on Plat recorded in Plat Book 492, Page 16.
6. Matters as shown and noted on Plat recorded in Plat Book 809, Page 50.
7. Matters as shown and noted on Plat recorded in Plat Book 818, Page 36.
8. Subdivision Improvement Agreement dated October 21, 1997, by and between The County of Sonoma, a political subdivision of the State of California and Robert C. Friese, Chandra Friese, Van Kasper and Merrill Purdy Kasper, recorded on December 10, 1997 in Instrument No. 1997 0114000.
9. Declaration of Restrictions recorded on January 16, 1998 in Instrument No. 1998-0004110.
10. Declaration of Restriction to Maintain a Structure as a Guest House recorded on August 3, 1998 in Instrument No. 1998-0088016.
11. Easement Deed and Agreement in favor of County of Sonoma set forth in instrument recorded on June 12, 2000 in Instrument No. 2000057922.

REPORT OF TITLE

(continued)

12. Certification of Trust, by and between Kasper Family Living Trust and Franklin Vanda Kasper and Merrill Purdy Kasper, recorded on February 2, 2007 in Instrument No. 2007012716.
13. Certification of Trust, by and between The Kasper Family Living Trust and Franklin Vanda Kasper and Merrill Purdy Kasper, recorded on January 31, 2008 in Instrument no. 2008008620.
14. Abandonment and Grant of Private Road and Public Utility Easement in favor of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 set forth in instrument recorded on August 21, 2019 in Instrument No. 2019058276.
15. Quitclaim Deed Releasing Declarations & Restrictions recorded on August 22, 2019 in Instrument No. 2019058561.
16. Declaration of Covenants, Conditions and Restrictions recorded on August 22, 2019 in Instrument No. 2019058562.
17. Grant of Underground Public and Private Utility Easement in favor of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 set forth in instrument recorded on August 22, 2019 in Instrument No. 2019058564.
18. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of WE Alliance Secured Income Fund, LLC, dated May 24, 2023, and recorded June 12, 2023 in Instrument No. 2023026021, in the original amount of \$4,700,000.00.

Substitution of Trustee recorded on November 18, 2024 in Instrument No. 2024056780.

Notice of Default and Election to Sell Under Deed of Trust recorded on November 18, 2024 in Instrument No. 2024056781.
19. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.
20. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500 and Line No. 97696, in the amount of \$40,356.17.
21. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506 and Line No. 97698, in the amount of \$9,637.36.
22. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542 and Line No. 97695, in the amount of \$13,770.58.
23. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007586 and Line No. 97768, in the amount of \$3,326.12.
24. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007587 and Line No. 97758, in the amount of \$7,543.50.

REPORT OF TITLE
(continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

Being a portion of the lands of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003, as described in those Grant Deeds recorded in official records, as Document Number(s) 2003-214822, 2003-214823 and that lot line adjustment Grant Deed as Document Number 2016-035252, all Sonoma County records, said portions more precisely herein described as follows:

PARCEL ONE:

Commencing at the Southwest corner of Lot 1, as said lot is shown and delineated on that Parcel Map No. 94-830, recorded in Book 574 of Maps at Pages 1-5, Sonoma County records;

Thence North 00 degrees 01 minutes 48 seconds West along the West line of said lot 1,556.32 feet to a set 1/2 inch iron pipe tagged LS3890 and the true point of beginning of the lands herein described;

Thence leaving said West line North 67 degrees 05 minutes 05 seconds East, 1339.53 feet to a set 1/2 inch iron pipe tagged LS3890;

Thence North 00 degrees 10 minutes 59 seconds East, 777.96 feet to a set 1/2 inch iron pipe tagged LS3890;

Thence North 48 degrees 26 minutes 14 seconds East, 218.35 feet to a set 1/2 inch iron pipe tagged LS3890;

Thence North 51 degrees 32 minutes 24 seconds East, 14.68 feet to a set 1/2 inch iron pipe tagged LS3890;

Thence continuing North 51 degrees 32 minutes 24 seconds East, 403.79 to a set 1/2 inch iron pipe tagged LS3890;

Thence North 51 degrees 43 minutes 19 seconds East, 85.19 feet to a set iron spike and Washer Stamped LS3890 in the center of an existing Asphalt Road;

Thence along the centerline of said existing road the following courses South 34 degrees 06 minutes 30 seconds West, 36.40 feet;

Thence South 20 degrees 47 minutes 42 seconds West, 50.47 feet;

Thence South 7 degrees 01 minutes 09 seconds West, 43.68 feet;

Thence South 15 degrees 15 minutes 46 seconds East, 33.74 feet;

Thence South 41 degrees 22 minutes 46 seconds East, 56.05 feet;

Thence South 35 degrees 35 minutes 15 seconds East, 61.76 feet;

Thence South 19 degrees 37 minutes 03 seconds East, 108.93 feet to a point on the Southerly line of Parcel 1 as described in said lot line Adjustment Grant Deed under Document Number 2016-035252, being a point on a non-tangent curve concave to the Southeast having a radius of 82.21 feet;

EXHIBIT "A"

Legal Description

Thence Northeasterly, Easterly and Southeasterly along said curve, having a chord with bears South 77 degrees 42 minutes 07 seconds East, through a central angle of 105 degrees 12 minutes 24 seconds for an arc distance of 150.95 feet to the point of reverse curvature of a curve concave to the Northeast having a radius of 123.25 feet;

Thence along said curve, having a chord that bears South 38 degrees 12 minutes 14 seconds East, through a central angle of 26 degrees 12 minutes 43 seconds for an arc distance of 56.38 feet;

Thence along the general Easterly line of said Parcel 1 North 6 degrees 52 minutes 32 seconds East, 725.40 feet;

Thence South 83 degrees 07 minutes 28 seconds East, 136.00 feet;

Thence North 6 degrees 52 minutes 32 seconds East, 89.27 feet to a angle point on the Easterly line of said Lot 1 of said Parcel Map No. 94-830;

Thence along said Lot 1 Easterly line the following courses: North 13 Degrees 39 minutes 06 seconds West, 46.72 feet;

Thence North 39 degrees 48 minutes 06 seconds West, 43.33 feet;

Thence North 50 degrees 58 minutes 34 seconds West, 41.78 feet;

Thence North 32 degrees 26 minutes 31 seconds West, 47.80 feet;

Thence North 9 degrees 15 minutes 53 seconds West, 131.13 feet;

Thence North 34 degrees 34 minutes 04 seconds West, 33.39 feet;

Thence North 56 degrees 58 minutes 21 seconds West, 19.23 feet;

Thence North 74 degrees 31 minutes 42 seconds West, 28.33 feet;

Thence South 86 degrees 02 minutes 27 seconds West, 48.36 feet;

Thence North 11 degrees 49 minutes 24 seconds West, 139.01 feet;

Thence North 66 degrees 20 minutes 16 seconds East, 81.46 feet;

Thence North 79 degrees 46 minutes 40 seconds East, 70.55 feet;

Thence North 58 degrees 49 minutes 23 seconds East, 157.63 feet;

Thence North 5 degrees 36 minutes 02 seconds East, 52.53 feet;

Thence North 9 degrees 15 minutes 58 seconds West, 57.19 feet;

EXHIBIT "A"
Legal Description

Thence North 26 degrees 37 minutes 04 seconds West, 64.07 feet;

Thence North 36 degrees 29 minutes 26 seconds West, 285.91 feet;

Thence North 1 degree 22 minutes 43 seconds West, 100.23 feet to a point on the North line of said Lot 1;

Thence along the North and West lines of said Lot 1 as follows: South 88 degrees 37 minute 17 seconds West, 798.13 feet (Map: 797.40 feet);

Thence South 00 degrees 49 minutes 10 seconds East, 1261.53 feet (Map: 1261.08 feet);

Thence South 89 degrees 13 minutes 20 seconds West, 1303.21 feet;

Thence South 00 degrees 06 minutes 14 seconds East, 1234.45 feet;

Thence South 00 degrees 01 minutes 44 seconds East, 673.27 feet to the point of beginning. Containing 80.74 acres, more or less.

Together with that agreement of Grant of Easement as recorded in official records as Document Number 1996-065529, Sonoma County records.

Also together with that agreement of Grant of New Easement and extinguishment of existing easement as recorded in official records as Document Number 1997-060967, Sonoma County Records.

PARCEL TWO:

That Private Road and Public Utility Easement as shown and delineated on Lot 1 of Parcel Map No. 94-830, recorded in Book 574 of Maps at pages 1-5, Sonoma County Records,

Together with that new 40 foot Private Road and Public Utility Easement as described in Exhibit "G" of that Abandonment and Grant of Private Road and Public Utility Easement, recorded in official records as Document Number 2019-058276, Sonoma County recorder,

Excepting that portion abandoned as described in Exhibit "F" of said abandonment and Grant of Private Road and Public Utility Easement.

Basis of bearings for this description is that parcel map no. 94-830 recorded in Book 574 of maps at Pages 1-5, Sonoma County records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust dated February 18, 2003 by Grant Deed dated July 13, 2021 and recorded August 17, 2021 in Instrument No. 2021093494.

Tax Parcel No. 127-790-004-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra Friese, Van Kasper, also known as F. Van Kasper and Merrill Purdy Kasper, who acquired title as Merrill Purdy
To: F. Van Kasper and Merrill Purdy Kasper
Dated: January 8, 1998
Recorded on: January 16, 1998
Recorded in: Instrument No. 1998 0004111
- B. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra Friese, Van Kasper, also known as F. Van Kasper and Merrill Purdy Kasper, who acquired title as Merrill Purdy
To: F. Van Kasper and Merrill Purdy Kasper
Dated: January 8, 1998
Recorded on: January 16, 1998
Recorded in: Instrument No. 1998 0004115
- C. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra Friese, Van Kasper, also known as F. Van Kasper and Merrill Purdy Kasper, who acquired title as Merrill Purdy
To: F. Van Kasper and Merrill Purdy Kasper, as to an undivided 1/3 interest; Robert C. Friese and Chandra L. Friese, to an undivided 1/3 interest; James Bundschu and Nancy Bundschu, as to an undivided 1/3 interest
Dated: January 8, 1998
Recorded on: January 16, 1998
Recorded in: Instrument No. 1998 0004117
- D. Type of Deed: Grant Deed
From: Franklin Vanda Kasper (who took title as F. Van Kasper) and Merrill Purdy Kasper
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
Dated: September 25, 2003
Recorded on: October 13, 2003
Recorded in: Instrument No. 2003214822
- E. Type of Deed: Grant Deed
From: Franklin Vanda Kasper (who took title as F. Van Kasper) and Merrill Purdy Kasper
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
Dated: September 25, 2003
Recorded on: October 13, 2003
Recorded in: Instrument No. 2003214823
- F. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003, as to an undivided 1/2 interest; and, Robert C. Friese and Chandra L. Friese, husband and wife as Community Property, as to an undivided 1/2 interest Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003
Dated: December 21, 2015
Recorded on: April 22, 2016
Recorded in: Instrument No. 2016035252
- G. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living

DEED CHAIN

Trust, Dated February 18, 2003
Dated: December 8, 2020
Recorded on: December 23, 2020
Recorded in: Instrument No. 2020123647

- H. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003
Dated: December 8, 2020
Recorded on: December 23, 2020
Recorded in: Instrument No. 2020123648
- I. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust dated February 18, 2003
To: KS Mattson Partners, LP, a California limited partnership
Dated: July 13, 2021
Recorded on: August 17, 2021
Recorded in: Instrument No. 2021093494

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

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THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
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Exhibit Q



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 24, 2025

Our Order No.: 5000014015

County: Sonoma

State: CA

Address: 3200 Castle Road, CA

Customer Ref. No.: 3200 Castle Rd

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** March 24, 2025**Our Order No.:** 5000014015**County:** Sonoma**State:** California**Address:** 3200 Castle Road, CA**Customer Ref. No.:** 3200 Castle Rd

Scope of Search: Beginning **December 10, 1997** and extending through **March 11, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$13,615.64 annually
Parcel ID #: 127-790-005-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT WITH A PENALTY OF \$680.78
Assessment: \$1,138,088.00 (total = land and improvements, if any)
2. Matters as shown and noted on Parcel Map recorded in Map Book 94, Page 830.
3. Matters as shown and noted on Survey Map recorded in Map Book 492, Page 16.
4. Subdivision Improvement Agreement dated October 21, 1997, by and between The County of Sonoma, a political subdivision of the State of California and Robert C. Friese, Chandra Friese, Van Kasper and Merrill Purdy Kasper, recorded on December 10, 1997 in Instrument No. 1997-0114000.
5. Declaration of Restriction to Maintain a Structure as a Guest House dated August 3, 1998, by Van and Merrill Kasper, recorded on August 3, 1998 in Instrument No. 1998-0088016.
6. Easement Deed and Agreement dated March 13, 2000, by and between F. Van and Merrill Purdy Kasper and County of Sonoma, recorded on June 12, 2000 in Instrument No. 2000057922.
7. Certification of Trust dated January 19, 2007, by Kasper Family Living Trust and Franklin Vanda Kasper and Merrill Purdy Kasper, recorded on February 2, 2007 in Instrument No. 2007012716.
8. Certification of Trust dated January 22, 2008, by The Kasper Family Living Trust and Franklin Vanda Kasper and Merrill Purdy Kasper, recorded on January 31, 2008 in Instrument No. 2008008620.
9. Declaration Acknowledging Right to Farm dated December 21, 2015 and recorded on April 22, 2016 in Instrument No. 2016035250.
10. Affidavit - Change of Trustee dated March 21, 2019 and recorded on March 26, 2019 in Instrument No. 2019020020.

REPORT OF TITLE

(continued)

11. Abandonment and Grant of Private Road and Public Utility Easement in favor of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 set forth in instrument recorded on August 21, 2019 in Instrument No. 2019058276.
12. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Instrument No. 2019058562, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
13. Grant of Private Road and Public Utility Easements in favor of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 set forth in instrument recorded on August 22, 2019 in Instrument No. 2019058563.
14. Grant of Underground Public and Private Utility Easement in favor of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 set forth in instrument recorded on August 22, 2019 in Instrument No. 2019058564.
15. Grant of Overhead Public and Private Utility Easement in favor of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 set forth in instrument recorded on August 22, 2019 in Instrument No. 2019058565.
16. Grant of Overhead Public and Private Utility Easement in favor of Matthew Robert Frieze, Mark Earl Frieze, Laura Moore Frieze, and Chandra L. Frieze, as Successor Co-Trustees of The Frieze Revocable Trust dated December 18, 1998 set forth in instrument recorded on August 22, 2019 in Instrument No. 2019058566.
17. Vineyard Access Easement Agreement dated August 16, 2019, by and between Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003 and Matthew Robert Frieze, Mark Earl Frieze, Laura Moore Frieze, and Chandra L. Frieze, as Successor Co-Trustees of The Frieze Revocable Trust dated December 18, 1998, recorded on August 23, 2019 in Instrument No. 2019058738.
18. Matters as shown and noted on Survey Map recorded in Map Book 809, Page 50.
19. Matters as shown and noted on Survey Map recorded in Map Book 818, Page 36.
20. Stipulation Regarding Sale of Property, and Order Thereon dated June 9, 2021, by and between Matthew Robert Frieze, Mark Earl Frieze, Laura Moore Frieze, and Chandra L. Frieze, as Successor Co-Trustees of The Frieze Revocable Trust dated December 18, 1998 and Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003; and Does 1 through 35, Inclusive, recorded on June 11, 2021 in Instrument No. 2021069255.
21. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.
22. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17.
23. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36.
24. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542,

REPORT OF TITLE

(continued)

in the amount of \$13,770.58.

25. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007586, in the amount of \$3,326.12.
26. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007587, in the amount of \$7,543.50.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

Being that land shown as the remainder on "Parcel Map No. 94-830" recorded in Book 574 of Maps, Pages 1-5, Sonoma County Records.

Excepting those lands of the remainder as shown on that said "Parcel Map No. 94-830" and approved by LLA 14-0052 conveyed to Robert C. Frieze and Chandra L. Frieze, as Trustees of the Frieze Revocable Trust dated December 18, 1998 (community property) and being described in that Document Number 2016-035253 recorded April 22, 2016 in Sonoma County Records.

Also excepting those lands of the remainder as shown on that said "Parcel Map No. 94-830" and approved by LLA 14-0052 conveyed to Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003 and being described in that Document Number 2016-035252 recorded April 22, 2016 in Sonoma County Records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Trust, dated February 18, 2003 by Grant Deed dated July 13, 2021 and recorded August 6, 2021 in Instrument No. 2021090081.

Tax Parcel No. 127-790-005-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra Friese; Van Kasper, also known as F. Van Kasper and Merrill Purdy Kasper, who acquired title as Merrill Purdy
To: F. Van Kasper and Merrill Purdy Kasper
Dated: January 8, 1998
Recorded on: January 16, 1998
Recorded in: Instrument No. 1998-0004111
- B. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra Friese; Van Kasper, also known as F. Van Kasper and Merrill Purdy Kasper, who acquired title as Merrill Purdy
To: F. Van Kasper and Merrill Purdy Kasper
Dated: January 8, 1998
Recorded on: January 16, 1998
Recorded in: Instrument No. 1998-0004115
- C. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra Friese; Van Kasper, also known as F. Van Kasper and Merrill Purdy Kasper, who acquired title as Merrill Purdy
To: F. Van Kasper and Merrill Purdy Kasper, as to an undivided 1/3 interest; Robert C. Friese and Chandra L. Friese, to an undivided 1/3 interest; James Bundschu and Nancy Bundschu, as to an undivided 1/3 interest
Dated: January 8, 1998
Recorded on: January 16, 1998
Recorded in: Instrument No. 1998-0004117
- D. Type of Deed: Grant Deed
From: Franklin Vanda Kasper (who took title as F. Van Kasper) and Merrill Purdy Kasper
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
Dated: September 25, 2003
Recorded on: October 13, 2003
Recorded in: Instrument No. 2003214822
- E. Type of Deed: Grant Deed
From: Franklin Vanda Kasper (who took title as F. Van Kasper) and Merrill Purdy Kasper
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
Dated: September 25, 2003
Recorded on: October 13, 2003
Recorded in: Instrument No. 2003214823
- F. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003, as to an undivided 1/2 interest; and Robert C. Friese and Chandra L. Friese, as to an undivided 1/2 interest, Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, Dated February 18, 2003
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of The Kasper Family Living Trust, Dated February 18, 2003
Dated: December 21, 2015
Recorded on: April 22, 2016
Recorded in: Instrument No. 2016035252
- G. Type of Deed: Grant Deed
From: Robert C. Friese and Chandra L. Friese
To: Robert Charles Friese and Chandra L. Friese, as Trustees of The Friese Revocable

DEED CHAIN

Trust dated December 18, 1998, an undivided one-half (1/2) interest

Dated: May 5, 2017

Recorded on: February 13, 2018

Recorded in: Instrument No. 2018009648

- H. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
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Recorded in: Instrument No. 2020123647
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To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust, dated February 18, 2003
Dated: December 8, 2020
Recorded on: December 23, 2020
Recorded in: Instrument No. 2020123648
- J. Type of Deed: Grant Deed
From: Steven M. Olson, as Court Appointed Referee on behalf of Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust dated February 18, 2003, an undivided 50% interest; and Mark Robert Frieze, Mark Earl Frieze, Laura Moore Frieze and Chandra L. Frieze, Successor Trustees of the Frieze Revocable Trust dated December 18, 1998
To: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Living Trust dated February 18, 2003
Dated: June 10, 2021
Recorded on: June 11, 2021
Recorded in: Instrument No. 2021069256
- K. Type of Deed: Grant Deed
From: Franklin Vanda Kasper and Merrill Purdy Kasper, Trustees of the Kasper Family Trust, dated February 18, 2003
To: KS Mattson Partners, LP, a California limited partnership
Dated: July 13, 2021
Recorded on: August 6, 2021
Recorded in: Instrument No. 2021090081

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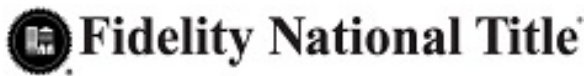
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THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

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Exhibit R



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 20, 2025 **Our Order No.:** 5000012266

County: Sonoma **State:** CA

Address: 969 Rachel Road, CA

Customer Ref. No.: 969 Rachel Road

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 20, 2025**Our Order No.:** 5000012266**County:** Sonoma**State:** California**Address:** 969 Rachel Road, CA**Customer Ref. No.:** 969 Rachel Road

Scope of Search: Beginning **July 16, 1991** and extending through **January 17, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$66,953.18 annually
Parcel ID #: 127-54-001
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS OPEN AND DELINQUENT
Assessment: \$6,770,080.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 215, Page 29.
3. Grant of Easement in favor of Barts Mutual Water Company, a mutual water company set forth in instrument recorded on July 16, 1991 in Instrument No. 1991 0068326.

Amended and Restated Easement Deed and Agreement dated April 15, 2016 and recorded on May 23, 2016 in Instrument No. 2016044323.
4. First Amended and Restated Declaration of Restrictions dated December 28, 1994 and recorded on December 28, 1994 in Instrument No. 1994 0141595.

First Amendment to the First Amended and Restated Declaration of Restriction of the Sonoma Ranch Homeowners Association, Inc. dated December 9, 2011 and recorded on February 17, 2012 in Instrument No. 2012015737.
5. Resolution Number 94-1458 dated October 11, 1994 and recorded on December 28, 1994 in Instrument No. 1994 0141596.
6. Notice of Special Tax Lien dated August 25, 1999 and recorded on October 29, 1999 in Instrument No. 1999135673.
7. Second Restated Declaration of Restrictions of the Sonoma Ranch Homeowners Association dated September 17, 2012 and recorded on October 09, 2012 in Instrument No. 2012099635.

REPORT OF TITLE

(continued)

Notice of Delinquent Assessment dated September 16, 2024 and recorded on September 18, 2024 in Instrument No. 2024042931, in the amount of \$12,306.24.

8. Deed of Trust from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Fidelity National Title Company, Trustee(s), in favor of Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Bofi Federal Bank, dated June 20, 2017, and recorded June 29, 2017 in Instrument No. 2017050576, in the original amount of \$4,200,000.00.

Loan Modification Agreement dated on November 1, 2021 and recorded on December 7, 2021 in Instrument No. 2021133303.

Assignment of Deed of Trust assigned to Axos Bank dated September 4, 2024 and recorded on September 11, 2024 in Instrument No. 2024041685.

Assignment of Deed of Trust from Axos Bank® (formerly known as Bofi Federal Bank), a federally chartered savings association assigned to LAFM Loan Owner, LLC, a California limited liability company dated December 18, 2024 and recorded on January 17, 2025 in Instrument No. 2025002121.

Collateral Assignment of Deed of Trust from LAFM Loan Owner, LLC, a California limited liability company assigned to Axos Bank dated December 23, 2024 and recorded on January 17, 2025 in Instrument No. 2025002122.

9. Notice of Power to Sell Tax-Defaulted Property dated July 18, 2024 and recorded on July 19, 2024 in Instrument No. 2024031992, in the original amount of \$46,434.76.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

The land referred to herein below is situated in the unincorporated area, County of Sonoma, State of California and is described as follows:

PARCEL ONE:

Lot 1, as numbered and designated upon the map of "The Ranch Unit One", filed January 14, 1975 in Book 215 of Maps, Pages 29 through 38, Sonoma County records.

PARCEL TWO:

A 50 foot and 60 foot Easement for General Road and Public Utility purposes, over Rachael Road and 7th Street East extended Southerly to the County Road as shown upon the recorded map above referred to.

PARCEL THREE:

A 10 foot wide Public Utility Easement over Lot 4, as shown on the recorded map of the Ranch Unit One, filed January 14, 1975 in Book 215 of Maps, Pages 29 through 38, Sonoma County records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Michael J. Nugent and Therese Clark Nugent, Trustees of The Nugent Family Trust, under Declaration of Trust dated January 7, 2000 by Grant Deed dated June 15, 2017 and recorded June 29, 2017 in Instrument No. 2017050575.

Tax Parcel No. 127-54-001

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Michael J. Nugent
To: Michael J. Nugent and Therese Clark Nugent, as Trustees of The Nugent Family Trust, under Declaration of Trust dated January 7, 2000, for the benefit of Michael J. Nugent and Therese Clark Nugent
Dated: January 7, 2000
Recorded on: February 3, 2000
Recorded in: Instrument No. 2000010988
- B. Type of Deed: Grant Deed
From: Michael J. Nugent and Therese Clark Nugent, Trustees of the Nugent Family Trust, under Declaration of Trust dated January 7, 2000
To: Michael J. Nugent
Dated: October 27, 2003
Recorded on: October 31, 2003
Recorded in: Instrument No. 2003228176
- C. Type of Deed: Grant Deed
From: Michael J. Nugent
To: Michael J. Nugent and Therese Clark Nugent, Trustees of the Nugent Family Trust, under Declaration of Trust dated January 7, 2000
Dated: October 27, 2003
Recorded on: January 7, 2004
Recorded in: Instrument No. 2004001712
- D. Type of Deed: Grant Deed
From: Michael J. Nugent and Therese Clark Nugent, Trustees of The Nugent Family Trust, under Declaration of Trust dated January 7, 2000
To: Michael J. Nugent and Therese Clark Nugent
Dated: July 27, 2015
Recorded on: August 14, 2015
Recorded in: Instrument No. 2015072715
- E. Type of Deed: Grant Deed
From: Michael J. Nugent and Therese Clark Nugent
To: Michael J. Nugent and Therese Clark Nugent, Trustees of The Nugent Family Trust, under Declaration of Trust dated January 7, 2000
Dated: July 27, 2015
Recorded on: August 20, 2015
Recorded in: Instrument No. 2015074540
- F. Type of Deed: Grant Deed
From: Michael J. Nugent and Therese Clark Nugent, Trustees of The Nugent Family Trust, under Declaration of Trust dated January 7, 2000
To: KS Mattson Partners, LP, a California limited partnership
Dated: June 15, 2017
Recorded on: June 29, 2017
Recorded in: Instrument No. 2017050575

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

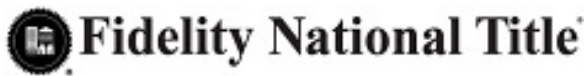
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit S



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 13, 2025

Our Order No.: 5000012922

County: Sonoma

State: CA

Address: 856 4th St. E, CA

Customer Ref. No.: 856 4th St E

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 13, 2025**Our Order No.:** 5000012922**County:** Sonoma**State:** California**Address:** 856 4th St. E, CA**Customer Ref. No.:** 856 4th St E

Scope of Search: Beginning **January 12, 1990** and extending through **January 31, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$7,926.28 annually
Parcel ID #: 018-381-050-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT WITH A PENALTY OF \$396.31
Assessment: \$531,286.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 73, Page 27.
3. Order Confirming Sale of Real Property dated January 12, 1990, by Estate of Virginia B. Pomeroy, recorded on January 12, 1990 in Instrument No. 90007845.
4. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.
5. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17.
6. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36.
7. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542, in the amount of \$13,770.58.

REPORT OF TITLE
(continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma, City of Sonoma and described as follows:

Lot 18, as shown on the Map of Provis Park Subdivision No. 2, being a portion of Lots 293, 294, 295 and 296, Ex-Pueblo of Sonoma, Dated May 1955 and recorded July 22, 1955 in Book 73, of Maps, Pages 27 and 29, Sonoma County Records.

AND BEING the same property conveyed to KS Mattson, LP, a California limited partnership from Frances F. Knight, Trustee of the Frances Knight Trust dated March 16, 2011 by Grant Deed dated April 6, 2022 and recorded April 27, 2022 in Instrument No. 2022030091.

Tax Parcel No. 018-381-050-000

DEED CHAIN

- A. Type of Deed: Deed to Real Property
From: Carolyn Brown, as Executor of the Will of Virginia B. Pomeroy, deceased
To: G.N. Hill Starker Exchange Company, Inc.
Dated: December 22, 1989
Recorded on: January 25, 1990
Recorded in: Instrument No. 90007846
- B. Type of Deed: Corporation Grant Deed
From: G.N. Hill Starker Exchange Company, Inc.
To: Robert Van Breda, as to an undivided 1/2 interest and Sharon G. Stock, as to an undivided 1/2 interest
Dated: January 19, 1990
Recorded on: January 25, 1990
Recorded in: Instrument No. 90007847
- C. Type of Deed: Grant Deed
From: Robert Van Breda and Sharon G. Stock
To: Frances F. Knight
Dated: January 2, 1991
Recorded on: January 11, 1991
Recorded in: Instrument No. 1991-0002686
- D. Type of Deed: Interspousal Transfer Grant Deed
From: David Charles Hill
To: Frances F. Knight
Dated: January 3, 1991
Recorded on: January 11, 1991
Recorded in: Instrument No. 1991-0002687
- E. Type of Deed: Trust Transfer Deed
From: Frances F. Knight, who took title as Frances F. Knight
To: Frances F. Knight, Trustee of the Frances Knight Trust dated March 16, 2011
Dated: March 16, 2011
Recorded on: March 25, 2011
Recorded in: Instrument No. 2011026731
- F. Type of Deed: Grant Deed
From: Frances F. Knight, Trustee of the Frances Knight Trust dated March 16, 2011
To: KS Mattson, LP, a California limited partnership
Dated: April 6, 2022
Recorded on: April 27, 2022
Recorded in: Instrument No. 2022030091

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

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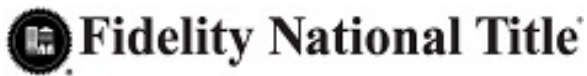
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

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YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit T



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 7, 2025

Our Order No.: 5000012420

County: San Diego

State: CA

Address: 454 15th St, CA

Customer Ref. No.: 454 15th St

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 7, 2025**Our Order No.:** 5000012420**County:** San Diego**State:** California**Address:** 454 15th St, CA**Customer Ref. No.:** 454 15th St

Scope of Search: Beginning **May 19, 1989** and extending through **January 27, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, a limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$27,655.06 annually
Parcel ID #: 299-280-29-00
Paid through: 1ST INSTALLMENT 2024/2025
Assessment: \$2,591,471.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat Map recorded in Instrument No. 1255.
3. Matters as shown and noted on Survey Map recorded in Instrument No. 19009.
Certificate of Correction recorded on July 21, 2006 in Instrument No. 2006-0514625.
4. Deed of Trust from Kenneth W. Mattson, Grantor(s), to Fidelity National Title Company, Trustee(s), in favor of Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for BSM Financial, L.P. dba Brokersource, dated January 1, 2007, and recorded January 5, 2007 in Instrument No. 2007-0010328, in the original amount of \$1,920,000.00.

Corporate Assignment of Deed of Trust from Mortgage Electronic Registration Systems, Inc., as Beneficiary, as Nominee for BSM Financial, L.P. dba Brokersource, its successors and assigns assigned to Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QO3 dated July 15, 2024 and recorded July 19, 2024 in Instrument No. 2024-0186465.

Substitution of Trustee dated July 29, 2024, by and between Fidelity National Title Company and Barrett Daffin Frappier Treder & Weiss, LLP, recorded on August 5, 2024 in Instrument No. 2024-0206605.

Notice of Default and Election to Sell Under Deed of Trust dated August 14, 2024 and recorded on August 15, 2024 in Instrument No. 2024-0218038.

Notice of Trustee's Sale dated November 25, 2024 and recorded on November 26, 2024 in Instrument No. 2024-0329719.

REPORT OF TITLE
(continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in San Diego County, California

The West 50 feet measured along the Southerly line thereof of that portion of Lot "E" in Block 3 of Arden Heights, in the City of Del Mar, County of San Diego, State of California, according to Map thereof No. 1255, filed in the Office of the County Recorder of San Diego County, May 4, 1910, lying Southeasterly of a line joining the midpoint of the Northeasterly line of Lot "F" in Block 3 with the midpoint of the Southwesterly line of Lot "E", the Easterly line of said Westerly 50 feet being drawn parallel with the Westerly line of said Lot "E".

AND BEING the same property conveyed to KS Mattson Partners, a limited partnership from Kenneth W. Mattson and Stacy L. Mattson by Grant Deed dated October 24, 2006 and recorded March 20, 2007 in Instrument No. 2007-0187661.

Tax Parcel No. 299-280-29-00

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Gerald S. Mendell and Paula C. Mendell
To: Kenneth W. Mattson
Dated: April 3, 1989
Recorded on: May 19, 1989
Recorded in: Instrument No. 89 266026
- B. Type of Deed: Quitclaim Deed
From: Kenneth W. Mattson
To: William L. Mattson, an undivided seventy percent (70%) interest as tenants in common
Dated: September 22, 1989
Recorded on: September 22, 1989
Recorded in: Instrument No. 89 513145
- C. Type of Deed: Quitclaim Deed
From: William L. Mattson and Stacy L. Mattson
To: William L. Mattson and Kenneth W. Mattson
Dated: June 28, 1990
Recorded on: July 6, 1990
Recorded in: Instrument No. 90-366520
- D. Type of Deed: Quitclaim Deed
From: William L. Mattson and Kenneth W. Mattson (who acquired title as Kenneth W. Mattson, a single man)
To: Kenneth W. Mattson
Dated: September 4, 1992
Recorded on: September 16, 1992
Recorded in: Instrument No. 1992-0585090
- E. Type of Deed: Grant Deed
From: Kenneth W. Mattson
To: KS Mattson Partners, a limited partnership
Dated: September 1, 1999
Recorded on: January 19, 2000
Recorded in: Instrument No. 2000-0027140
- F. Type of Deed: Grant Deed
From: Stacy L. Mattson
To: Kenneth W. Mattson
Dated: October 16, 2006
Recorded on: November 13, 2006
Recorded in: Instrument No. 2006-0803372
- G. Type of Deed: Grant Deed
From: KS Mattson Partners, a limited partnership
To: Kenneth W. Mattson
Dated: October 16, 2006
Recorded on: November 13, 2006
Recorded in: Instrument No. 2006-0803373
- H. Type of Deed: Grant Deed
From: Kenneth W. Mattson
To: Kenneth W. Mattson and Stacy L. Mattson
Dated: October 24, 2006
Recorded on: March 20, 2007
Recorded in: Instrument No. 2007-0187660
- I. Type of Deed: Grant Deed

DEED CHAIN

From: Kenneth W. Mattson and Stacy L. Mattson
To: KS Mattson Partners, a limited partnership
Dated: October 24, 2006
Recorded on: March 20, 2007
Recorded in: Instrument No. 2007-0187661

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: San Diego County Treasurer-Tax Collector
Phone: 877-829-4732

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.

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Exhibit U



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 18, 2025

Our Order No.: 5000013893

County: Sonoma

State: CA

Address: 23105 Millerick Road, CA

Customer Ref. No.: 23105 Millerick Rd

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** March 18, 2025**Our Order No.:** 5000013893**County:** Sonoma**State:** California**Address:** 23105 Millerick Road, CA**Customer Ref. No.:** 23105 Millerick Rd

Scope of Search: Beginning **September 1, 2004** and extending through **March 5, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$7,429.26 annually
Parcel ID #: 128-445-006-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT \$9,038.18 CURRENTLY OWED
Assessment: \$605,880.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 67, Page 717.
3. Amended Judgment Settling and Approving Final Report and Accounting, Directing Final Distributing and Allowing Extraordinary Attorney's Fees and Compensation of Special Administrator, dated July 28, 2004, filed against The Estate of James L. Long, deceased, being docketed on September 1, 2004, in Instrument No. 2004134667 and No. 29735.

NOTE: Due to similar or like names this judgment may be docketed against subject property owner or it may be docketed against a similar or like name.
4. Matters as shown and noted on Plat recorded in Plat Book 16, Page 671.
5. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Instrument No. 24-10715.
6. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500 and Lien No: 97696, in the amount of \$40,356.17.
7. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506 and Lien No: 97698, in the amount of \$9,637.36.

REPORT OF TITLE

(continued)

8. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542 and Lien No: 97695, in the amount of \$13,770.58.
9. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007586 and Lien No: 97768, in the amount of \$3,326.12.
10. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated February 21, 2025 and recorded on February 24, 2025 in Instrument No. 2025007587 and Lien No: 97758, in the amount of \$7,543.50.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma Unincorporated Area and described as follows:

Parcel One:

Lots 4, 5, 6, 7 and 8, in Block B of the Town of San Luis, County of Sonoma, excepting therefrom the portion in the State Highway, described in Deeds to State of California recorded May 12, 1927 in Book 169 of Official Records, Page 249, Sonoma County Records and April 7, 1927 in Book 173 of Official Records, Page 167, Sonoma County Records and April 15, 1970 in Book 2455 of Official Records, Page 599, Sonoma County Records.

Parcel Two:

Being a part of the Huichica Rancho in Township 5 North, Range 5 West, M.D.M., and beginning at the Northeast corner of the land deeded by E. P. C. Klevesahl to Abramo Marcucci by Deed dated November 21, 1904, and recorded in Book 216 of Deeds, Page 26, Sonoma County Records, said point being on the West side of the State Highway and on the South side of Fourth Street, in the Town of San Luis; thence along the West side of the said highway, South 6° East 112.5 feet to an iron pin; thence curving to the right, tangent to the last described course with a radius of 170 feet for a distance of 128 feet to an iron pin driven in the ground on the North line of the lands of Mrs. M. Burns; thence leaving said Highway and along the North line of Burns, South 85° 52' West, 223 feet to a point on the East line of Water Street; thence along Water Street, North 6° 01' West 228.5 feet to a point on the South line of Fourth Street; thence North 83° 52' East, 270 feet to the point of beginning.

Excepting therefrom any portion of said Parcel 3 included within the boundaries of Lots 3 and 4, Block A, Town of San Luis.

Parcel Three:

Being a part of the Huichica Rancho in Township 5 North, Range 5 West, M.D.M., and beginning at the Northeast corner of the land deeded by E. P. C. Klevesahl to Abramo Marcucci by Deed dated November 21, 1904, and recorded in Book 216 of Deeds, Page 26, Sonoma County Records, said point being on the West side of the State Highway and on the South side of Fourth Street, in the Town of San Luis; thence along the West side of the said highway, North 6° West 65 feet, more or less, to the Southeast corner of Lot 8, Block B, Town of San Luis; thence Westerly along the Southerly line of said Lot 8 to the Easterly line of Water Street; thence Southerly along said Easterly line of Water Street, 65 feet, more or less, to the Northwesterly corner of that tract of land described as Parcel 3 in the Deed by Farman J. Robinson to Joseph V. Goulardt, a single man, and Margaret A. Moffett, dated August 20, 1946 and recorded September 5, 1946, under Recorder's Serial No. C-26288, Sonoma County Records; thence Easterly along the Northerly line of said Parcel 3 in a direct line to the point of beginning. The Town of San Luis is also called St. Louis.

The following additional Parcels have appeared in a recorded document or documents describing the Land referred to in this Preliminary Report. No insurance will be provided as to these Parcels, but the parties to the

EXHIBIT "A"
Legal Description

transaction contemplated by this Preliminary Report may wish to consider whether these Parcels should be included in the documents to be recorded.

Parcel Four:

All of Lots 3 and 4, in Block A, of the Town of San Luis, County of Sonoma, lying Northerly and Westerly of the State Highway. Running through said Block A.

Parcel Five:

All that portion of the Easterly 1/2 of the Former Street known as "Water Street" sounded on the North by the extension Westerly of the North Line of Parcel 1 above, and on the South by the extension Westerly of the South Line of Parcel 4 above. Said Street described in order of abandonment recorded June 7, 1978 in Book 3088 of Official Records, Page 476, Sonoma County Records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Ian Porter and Chelsea Porter by Grant Deed dated December 19, 2022 and recorded December 29, 2022 in Instrument No. 2022081050.

Tax Parcel No. 128-445-006-000

DEED CHAIN

- A. Type of Deed: Individual Grant Deed
From: Jan Kane; Norman Aguillon; Jason Aguillon; Robin Aguillon; Misty Hobbs; Karen Mazzanti; Lani Kane Patterson and Darin Kane
To: Sharon A. Nunn and Jeffrey C. Nunn
Dated: August 9, 2004
Recorded on: September 1, 2004
Recorded in: Instrument No. 2004134668
- B. Type of Deed: Trustee's Deed Upon Sale
From: MTC Financial Inc., dba Trustee Corps
To: Central Mortgage Company d/b/a Central Mortgage Loan Servicing Company
Dated: November 3, 2008
Recorded on: November 13, 2008
Recorded in: Instrument No. 2008102187
- C. Type of Deed: Grant Deed
From: Central Mortgage Company d/b/a Central Mortgage Loan Servicing Company
To: Oxfoot Associates, LLC
Dated: October 12, 2009
Recorded on: November 6, 2009
Recorded in: Instrument No. 2009109101
- D. Type of Deed: Grant Deed
From: Oxfoot Associates, LLC., a California limited liability company
To: Ian Porter and Chelsea Porter
Dated: August 31, 2017
Recorded on: September 22, 2017
Recorded in: Instrument No. 2017074684
- E. Type of Deed: Grant Deed
From: Ian Porter and Chelsea Porter
To: KS Mattson Partners, LP, a California limited partnership
Dated: December 19, 2022
Recorded on: December 29, 2022
Recorded in: Instrument No. 2022081050

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

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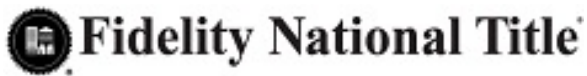
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit V



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: January 28, 2025

Our Order No.: 5000011448

County: Sonoma

State: CA

Address: 22666 Broadway, CA

Customer Ref. No.: 22666 Broadway

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

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We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** January 28, 2025**Our Order No.:** 5000011448**County:** Sonoma**State:** California**Address:** 22666 Broadway, CA**Customer Ref. No.:** 22666 Broadway

Scope of Search: Beginning **June 13, 1988** and extending through **January 13, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners LP, a California limited partnership, as to an undivided 64% interest; Fazale Rahman Rana and Amy Donna Pinnow Rana, Trustees of the Fazale Rahman Rana and Amy Donna Pinnow Rana Family Living Trust DTD 6/3/2014, as to an undivided 18% interest; Charles Richard Davis, as to undivided 11% interest; Sheridan K Haley and Samuel R. Haley, as to an undivided 7% interest

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$10,155.36 annually
Parcel ID #: 128-422-040-000
Paid through: 2023-2024
Assessment: \$840,005.00 (total = land and improvements, if any)
2. Delinquent Taxes
Type of Tax:
Year: 1st half 2024-2025
Amount: \$507.76; Plus Penalties and Interest
Parcel ID #: 128-422-040-000
3. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of Socotra REIT I LLC, a Delaware limited liability company (CFL# 60DBO108173), dated March 27, 2023, and recorded March 29, 2023 in Instrument No. 2023013041, in the original amount of \$1,575,000.00.

Substitution of Trustee dated November 13, 2024 and recorded on November 19, 2024 in Instrument No. 2024057194.

Notice of Default and Election to Sell Under Deed of Trust recorded on November 19, 2024 in Instrument No. 2024057195.
4. Bankruptcy filing by KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.

REPORT OF TITLE
(continued)

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma Unincorporated Area and described as follows:

Parcel one:

All that certain real property situate, lying and being in Huichica Rancho, County of Sonoma, State of California, and being a portion of that certain tract of real property deeded to R. Howard Knight and Shirley Knight, by deed recorded in Book 277 of Official Records, page 359, Sonoma County Records, more particularly described as follows:

Commencing at the intersection of the Easterly line of State Highway, leading from Shellville to Sonoma, with the former Northerly line of Southern Pacific Railroad Company right of way; thence North 6° 15' 30" West, along the Easterly line of the State Highway, 266.68 feet to an iron pipe; thence leaving the said Easterly line, North 83° 14' 30" East, 692.24 feet to the point of beginning of the herein described real property; thence North 6° 15' 30" West, 315.00 feet; thence North 83° 14' 30" East, 165.35 feet; thence North 5° 31' 30" West, 178.01 feet; thence North 84° 55' 40" East, 217.45 feet; thence North 89° 49' East, 910.11 feet; thence South 6° 20' East, 389.15 feet; thence South 83° 32' 30" West, 1290.74 feet to the point of beginning.

Parcel Two:

An easement and right of way, over and along the following described real property:

Commencing at the intersection of the Easterly line of the State Highway, leading from Shellville to Sonoma, with the former Northerly line of Southern Pacific Railroad Company right of way; thence North 6° 15' 30" West, along the said Easterly line of the State Highway, 266.68 feet to an iron pipe, the point of beginning of the herein described real property; thence leaving the said Easterly line, North 83° 14' 30" East, 732.24 feet; thence South 6° 15' 30" East, 50 feet, thence South 83° 14' 30" West, 732.24 feet to a point in the said Easterly line of the State Highway; thence North 6° 15' 30" West, along the said Easterly line, 50 feet to the point of beginning.

Said easement is for road and utility purposes only.

Parcel Three:

Commencing at the intersection of the Easterly line of State Highway, leading from Shellville to Sonoma, with the former Northerly line of Southern Pacific Railroad Company, right of way; thence North 6° 15' 30" West, along the said Easterly line of the State Highway, 266.68 feet to an iron pipe; thence leaving the said Easterly line, North 83° 14' 30" East, 692.24 feet to the point of beginning of the herein described real property; thence from said point of beginning, North 83° 32' 30" East, 1290.74 feet to an iron pipe; thence South 6° 20' East, 10 feet; thence South 83° 32' 30" West, 1290.74 feet to the point which bears South 6° 15' 30" East from the point of beginning; thence North 6° 15' 30" West, 10 feet to the point of beginning.

AND BEING the same property conveyed to KS Mattson Partners LP, a California limited partnership from Max R. Breall and Amy E. Breall, Joseph M. Breall, Trustee of the Breall Survivor's Trust under the William S. and Ann Fay Breall Family Trust, under agreement dated November 8, 2017 by Grand Deed dated January 9, 2023 and

EXHIBIT "A"
Legal Description

recorded January 24, 2023 in Instrument No. 2023003055; AND FURTHER CONVEYED to Fazale Rahman Rana and Amy Donna Pinnow Rana, Trustees of The Fazale Rahman Rana and Amy Donna Pinnow Rana Family Living Trust DTD 6/3/2014, as to an undivided 18% interest from KS Mattson Partners LP, a California limited liability company by Grant Deed dated May 9, 2024 and recorded May 21, 2024 in Instrument No. 2024021741; AND FURTHER CONVEYED to Charles Richard Davis, as to an undivided 11% interest from KS Mattson Partners LP, a California limited liability company by Grant Deed dated May 9, 2024 and recorded May 21, 2024 in Instrument No. 2024021742; AND FURTHER CONVEYED to Sheridan K Haley and Samuel R. Haley from KS Mattson Partners LP, a California limited liability company by Grant Deed dated May 9, 2024 and recorded May 21, 2024 in Instrument No. 2024021743.

Tax Parcel No. 128-422-040-000

DEED CHAIN

- A. Type of Deed: Gift Deed
From: Rebecca Schwartz
To: Helen Fredkin, as to an undivided one-third interest, Ann Fay Breall, as to an undivided one-third interest, and Roslyn Kahn, as to an undivided one-third interest
Dated: June 6, 1988
Recorded on: June 13, 1988
Recorded in: Instrument No. 88047400
- B. Type of Deed: Individual Quitclaim Deed
From: Ann Fay Breall, as to an undivided one-third interest
To: William S. Breall and Ann Fay Breall, Trustee of William S. and Ann Fay Breall 1989 Revocable Trust UTA dated December 20, 1989, as to an undivided one-third interest
Dated: January 10, 1990
Recorded on: January 19, 1990
Recorded in: Instrument No. 90006055
- C. Type of Deed: Grant Deed
From: Roslyn Kahn
To: Donald Kahn and Roslyn Kahn, as co-trustees of The Kahn Family Trust
Dated: August 1, 1990
Recorded on: August 20, 1990
Recorded in: Instrument No. 1990 0083601
- D. Type of Deed: Trust Transfer Deed
From: Helen Fredkin
To: Bernard Harold Fredkin, Trustee, or his successor, under The Bernard Harold Fredkin and Helen Fredkin Trust, under Trust Agreement dated August 27, 1982 all of her interest in
Dated: September 27, 1990
Recorded on: October 9, 1990
Recorded in: Instrument No. 1990 0100435
- E. Type of Deed: Affidavit – Death of Trustee
Dated: April 18, 2004
Recorded on: February 23, 2004
Recorded in: Instrument No. 2004023809
- F. Type of Deed: Grant Deed
From: Don Kahn and Roslyn Kahn, as co-trustees of The Kahn Family Trust, as to an undivided one-third interest and Bernard Harold Fredkin, Trustee, or his successor, under The Berald Harold Fredkin and Helen Fredkin Trust, under Trust Agreement dated August 27, 1982, as to an undivided one-third interest
To: Max R. Breall and Amy E. Breall, as to an undivided 2/3 interest and William S. Breall and Ann Fay Breall Trustees of the William S. Breall and Ann Fay Breall 1989 Revocable Trust UTA dated December 20, 1989 as to an undivided 1/3 interest
Dated: February 10, 2004
Recorded on: February 23, 2004
Recorded in: Instrument No. 2004023810
- G. Type of Deed: Grant Deed
From: Max R. Breall and Amy E. Breall and William S. Breall and Ann Fay Breall Trustees of the William S. Breall and Ann Fay Breall 1989 Revocable Trust UTA dated December 20, 1989
To: Max R. Breall and Amy E. Breall, as to an undivided 2/3 interest and William S. Breall and Ann Fay Breall, as to an undivided 1/3 interest
Dated: July 27, 2015
Recorded on: August 13, 2015

DEED CHAIN

Recorded in: Instrument No. 2015072319

- H. Type of Deed: Grant Deed
From: Max R. Breall and Amy E. Breall and William S. Breall and Ann Fay Breall
To: Max R. Breall and Amy E. Breall, as to an undivided 2/3 interest and William S. Breall and Ann Fay Breall Trustees of the William S. Breall and Ann Fay Breall 1989 Revocable Trust UTA dated December 20, 1989 as to an undivided 1/3 interest
Dated: July 27, 2015
Recorded on: August 14, 2015
Recorded in: Instrument No. 2015072431
- I. Type of Deed: Grant Deed
From: William S. Breall and Ann Fay Breall Trustees of the William S. Breall and Ann Fay Breall 1989 Revocable Trust UTA Dated December 20, 1989
To: William S. Breall and Ann Fay Breall, an undivided one-third (1/3) interest
Dated: November 8, 2017
Recorded on: November 20, 2017
Recorded in: Instrument No. 2017089320
- J. Type of Deed: Grant Deed
From: William S. Breall and Ann Fay Breall
To: William S. Breall and Ann Fay Breall, Trustees of The William S. and Ann Fay Breall Family Trust, under agreement dated November 8, 2017, as amended, an undivided one-third (1/3) interest
Dated: November 8, 2017
Recorded on: November 20, 2017
Recorded in: Instrument No. 2017089321
- K. Type of Deed: Affidavit of Death of Trustee and Change of Trustee
Dated: June 22, 2022
Recorded on: June 30, 2022
Recorded in: Instrument No. 2022045337
- L. Type of Deed: Grant Deed
From: William S. Breall and Joseph M. Breall, Trustees of The William S. and Ann Fay Breall Family Trust, under agreement dated November 8, 2017, as amended
To: William S. Breall and Joseph M. Breall, Trustees of Breall Survivor's Trust under The William S. and Ann Fay Breall Family Trust, under agreement dated November 8, 2017, as amended an undivided one-third (1/3) interest
Dated: June 22, 2022
Recorded on: June 30, 2022
Recorded in: Instrument No. 2022045338
- M. Type of Deed: Grant Deed
From: Max R. Breall and Amy E. Breall, Joseph M. Breall, Trustee of the Breall Survivor's Trust under the William S. and Ann Fay Breall Family Trust, under agreement dated November 8, 2017
To: KS Mattson Partners LP, a California limited partnership
Dated: January 9, 2023
Recorded on: January 24, 2023
Recorded in: Instrument No. 2023003055
- N. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited liability company
To: Fazale Rahman Rana and Amy Donna Pinnow Rana, Trustees of The Fazale Rahman Rana and Amy Donna Pinnow Rana Family Living Trust DTD 6/3/2014, as to an undivided 18% interest
Dated: May 9, 2024
Recorded on: May 21, 2024

DEED CHAIN

Recorded in: Instrument No. 2024021741

- O. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited liability company
To: Charles Richard Davis, as to an undivided 11% interest
Dated: May 9, 2024
Recorded on: May 21, 2024
Recorded in: Instrument No. 2024021742
- P. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited liability company
To: Sheridan K Haley and Samuel R. Haley, as to an undivided 7% interest
Dated: May 9, 2024
Recorded on: May 21, 2024
Recorded in: Instrument No. 2024021743

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit W



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 14, 2025

Our Order No.: 5000012923

County: Sonoma

State: CA

Address: 1014 1st St. W, CA

Customer Ref. No.: 1014 1st ST W

It's been a delight to serve you. Connect with us at:

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Contact for all title needs including ordering, title questions and order status

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Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 14, 2025**Our Order No.:** 5000012923**County:** Sonoma**State:** California**Address:** 1014 1st St. W, CA**Customer Ref. No.:** 1014 1st ST W

Scope of Search: Beginning **July 1, 1988** and extending through **January 31, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP., a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$19,889.44 annually
Parcel ID #: 128-083-012-000
Paid through: 2023/2024; 1ST INSTALLMENT 2024/2025 IS DELINQUENT WITH A PENALTY OF \$994.47
Assessment: \$1,466,964.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 057, Page 024.
3. Grant of Easement in favor of Sonoma Valley County Sanitation District, a political subdivision of the State of California set forth in instrument recorded on March 21, 1989 in Instrument No. 99024683.
4. Easement Grant Deed in favor of Northwestern Title Security Company, a corporation set forth in instrument recorded on November 29, 1989 in Instrument No. 89114473.
5. Easement Grant Deed in favor of John Kilgariff and Michelle Kilgariff set forth in instrument recorded on November 29, 1989 in Instrument No. 89114474.
6. Ordinance No. 1999-13 dated November 3, 1999 and recorded January 31, 2000 in Instrument No. 2000009413.
7. Ordinance No. 2002-04 dated May 1, 2002 and recorded on May 8, 2002 in Instrument No. 2002072080.
8. Revised Statement of Institution of Proceedings of Redevelopment dated July 3, 2007 and recorded on July 12, 2007 in Instrument No. 2007078233.
9. Bankruptcy in favor of KS Matson Partners, LP set forth in instrument recorded on November 22, 2024 in Case No. 24-10715.
10. Certificate of Lien for the amount, \$40,356.17, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in Instrument No. 2025003500.

REPORT OF TITLE

(continued)

11. Certificate of Lien for the amount, \$9,637.36, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in Instrument No. 2025003506.
12. Certificate of Lien for the amount, \$13,770.58, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in Instrument No. 2025003542.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

First Parcel:

Lot 12, as said Lot is numbered and designated upon that certain Map Entitled Tract No. 39, Map of Broadway Tract, a subdivision of Lots 151 and 152, Ex-Pueblo of Sonoma, County of Sonoma, State of California, filed in the Office of the County Recorder on February 19, 1947, in Book 57 of Maps, Page 24, Sonoma County Records.

Second Parcel:

An easement for ingress, egress, parking, public utilities and incidental purposes over, under and along the following described land:

Being a portion of Lot 9, as shown on Tract No. 39, Map of Broadway Tract, Recorded in Book 57 of Maps, Page 24, Sonoma County Records, and more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 9; thence North 83° 23' 30" West, 129.17 feet along the Southerly line of said Lot 9 to the Southwesterly corner of said Lot 9; thence North 6° 41' East, 32.48 feet along the Westerly line of said Lot 9; thence South 83° 23' 30" East, 129.13 feet to the Easterly line of said Lot 9; thence South 8° 36' 30" West, 32.48 feet along the Easterly line of said Lot 9 to the point of beginning.

Third Parcel:

An easement, 25 feet in width, for private road, drainage and utility purposes across Lots 11 and 13, Tract No. 39, Map of Broadway Tract, filed in Book 67 of Maps, Page 24, Sonoma County Records, more particularly described as follows:

Commencing at the Northeasterly corner of said Lot 11; thence North 83° 12' 30" West, 49.00 feet along the Northerly line of said Lot 11 to the point of beginning; thence South 6° 41' West, 183.69 feet to the Southerly line of said Lot 13; thence South 83° 23' 30" East, 25.00 feet along said Southerly line; thence North 6° 41' East, 183.61 feet to the Northerly line of said Lot 11; thence North 83° 12' 30" West, 25.00 feet to the point of beginning.

Fourth Parcel:

A pedestrian easement across Lot 11, Tract No. 39, Map of Broadway Tract, filed in Book 57 of Maps, Page 24, Sonoma County Records, more particularly described as follows:

Commencing at the Northeasterly corner of said Lot 11; thence North 83° 12' 30" West, 49.00 feet along the Northerly line of said Lot 11; thence South 6° 41' West, 63.69 feet to the Southerly line of said Lot 11; thence along said line, North 83° 23' 30" West, 45.27 feet to the point of beginning; thence continuing along said Southerly line, North 83° 23' 30" West, 30.82 feet; thence North 6° 36' 30" West, 30.82 feet; thence North 6° 36' 30" East, 3.50 feet; thence South 83° 23' 30" East 31.16 feet; thence South 46° 26' 53" East, 5.82 feet to the Southerly line of said Lot 11; thence along said line, North 83° 23' 30" West, 4.99 feet to the point of beginning.

Fifth Parcel:

An easement, 5 feet in width, for a storm drain line across Lot 13, Tract No. 39, Map of Broadway Tract, filed in Book 57 of Maps, Page 24, Sonoma County Records, the Southerly line of which is more particularly described as follows:

EXHIBIT "A"
Legal Description

Commencing at the Northeasterly corner of Lot 11 of said Map; thence North 83° 12' 30" West, 49.00 feet along the Northerly line of said Lot 11; thence South 6° 41' West, 183.69 feet to the Southerly line of said Lot 13; the point of beginning of the Southerly line of said easement, thence North 83° 23' 30" West, 80.25 feet to the Southwesterly corner of said Lot 13.

AND BEING the same property conveyed to KS Mattson Partners, LP., a California limited partnership from Kurt R. Cahenzli and Vicki A. Jackson, Trustees of the Vicki A. Jackson and Kurt R. Cahenzli Revocable Trust by Grant Deed dated April 11, 2022 and recorded April 27, 2022 in Instrument No. 2022030090.

Tax Parcel No. 128-083-012-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Independent Exchange Services, Inc., a California corporation
To: John Kilgariff and Michelle Kilgariff
Dated: June 29, 1988
Recorded on: July 1, 1988
Recorded in: Instrument No. 88053619
- B. Type of Deed: Trustee's Deed Upon Sale
From: The City of Sonoma and N.A. Mortgage Services, Inc., a California corporation
To: Ronald M. La Vigna and Kathleen A. La Vigna
Dated: July 18, 1992
Recorded on: July 23, 1992
Recorded in: Instrument No. 1992-0089873
- C. Type of Deed: Grant Deed
From: Ronald M. Lavigna and Kathleen A. Lavigna
To: Ronald Lavigna and Kathleen Lavigna
Dated: July 24, 1992
Recorded on: August 4, 1992
Recorded in: Instrument No. 1992-0095243
- D. Type of Deed: Grant Deed
From: Ronald Lavigna and Kathleen Lavigna
To: Ronald M. Lavigna and Kathleen A. Lavigna, as Trustees of the Ronald M. Lavigna and Kathleen A. Lavigna Revocable Intervivos Trust (created by a Declaration of Trust dated November 4, 1997), their entire interest
Dated: November 4, 1997
Recorded on: November 14, 1997
Recorded in: Instrument No. 1997-0105543
- E. Type of Deed: Grant Deed
From: Ronald M. Lavigna and Kathleen A. Lavigna, Trustees of the Ronald M. Lavigna and Kathleen A. Lavigna Revocable Intervivos Trust created by a declaration of trust dated November 4, 1997
To: Kurt R. Cahenzli and Vicki A. Jackson
Dated: February 4, 1998
Recorded on: February 13, 1998
Recorded in: Instrument No. 1998-0014000
- F. Type of Deed: Trust Transfer Deed
From: Kurt R. Cahenzli & Vicki A. Jackson
To: Kurt R. Cahenzli & Vicki A. Jackson, trustees of the Vicki A. Jackson and Kurt R. Cahenzli Revocable Trust
Dated: November 14, 2018
Recorded on: December 21, 2018
Recorded in: Instrument No. 2018086761
- G. Type of Deed: Grant Deed
From: Kurt R. Cahenzli and Vicki A. Jackson, Trustees of the Vicki A. Jackson and Kurt R. Cahenzli Revocable Trust
To: KS Mattson Partners, LP., a California limited partnership
Dated: April 11, 2022
Recorded on: April 27, 2022
Recorded in: Instrument No. 2022030090

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit X



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 14, 2025

Our Order No.: 5000012924

County: Sonoma

State: CA

Address: 230 E. Napa St, CA

Customer Ref. No.: 230 E Napa St

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 14, 2025**Our Order No.:** 5000012924**County:** Sonoma**State:** California**Address:** 230 E. Napa St, CA**Customer Ref. No.:** 230 E Napa St

Scope of Search: Beginning **January 31, 2005** and extending through **January 31, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Calendar year: 2024-2025
Amount: \$16,708.71 semi-annually
Parcel ID #: 018-222-009-000
Paid through: 2023-2024; Taxes for 1st half 2024-2025 are DELINQUENT in the amount of \$18,379.58, plus penalties and interest
Assessment: \$2,746,306.00 (total = land and improvements, if any)
2. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of Socotra REIT I LLC, a Delaware limited liability company (CFL# 60DBO108173), dated September 30, 2022, and recorded October 10, 2022 in Instrument No. 2022065048, in the original amount of \$1,500,000.00.

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on October 10, 2022 in Instrument No. 2022065049.

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on October 10, 2022 in Instrument No. 2022065050.

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on October 10, 2022 in Instrument No. 2022065051.

AFFECTED BY Substitution of Trustee dated February 20, 2024 and recorded on March 14, 2024 in Instrument No. 2024011004.

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on September 25, 2024 in Instrument No. 2024044250.

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on September 25, 2024 in Instrument No. 2024044251.

REPORT OF TITLE

(continued)

ASSIGNED BY Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement recorded on September 25, 2024 in Instrument No. 2024044252.

AFFECTED BY Notice of Default and Election to Sell under Deed of Trust recorded on October 2, 2024 in Instrument No. 2024045738.

3. Certificate of Lien filed against KS Mattson Partners LP, in favor of Tax Collector of Sonoma County, State of California, dated January 28, 2025 and recorded January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17, plus penalties and interest.
4. Certificate of Lien filed against KS Mattson Partners LP, in favor of Tax Collector of Sonoma County, State of California, dated January 28, 2025 and recorded January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36, plus penalties and interest.
5. Certificate of Lien filed against KS Mattson Partners LP, in favor of Tax Collector of Sonoma County, State of California, dated January 28, 2025 and recorded January 28, 2025 in Instrument No. 2025003542, in the amount of \$13,770.58, plus penalties and interest.
6. Bankruptcy filed against KS Mattson Partners, LP, filed on November 22, 2024 as Case No. 24-10715.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma, City of Sonoma and described as follows:

Being a portion of Lot 40, as said Lot is Numbered and designated upon the Map of the City of Sonoma, County of Sonoma, State of California, said portion being more particularly described as follows:

Commencing at the Southwesterly corner of said Lot 40; thence Easterly along the Southerly line of said Lot, 125 feet, more or less, to the Southeasterly corner of the parcel of land conveyed by Anna Poppe and Robert A. Poppe, her husband, to Robert E. Murphy, by Deed dated August 26, 1914 and recorded October 16, 1914 in Book 325 of Deeds, Page 402, Sonoma County Records; thence continuing Easterly along the Southerly line of said Lot 40, a distance of 79 feet to the Sourtheasterly corner of that parcel of land described in the decree of distribution in the matter of the estate of Anna Poppe, deceased, to Emilie R. Grinstead, said decree being recorded under date of May 26, 1939 in Book 479 of Official Records, Page 37, Sonoma County Records; thence Northerly and along the Easterly line of the lands of said emilie grinstead, 147.25 feet; thence Westerly 79 feet to a point on the Easterly line of the lands formerly of said Ralph E. Murphy, which said point bears Northerly a distance of 148.75 feet from the point of beginning; thence Southerly along the Easterly line of said lands formerly of Ralph E. Murphy, 148.75 feet to the point of beginning.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Darryl E. Hayes and Jill D. hayes, Trustees of the Hayes Family Trust established August 17, 2016 by Grant Deed dated October 6, 2022 and recorded October 10, 2022 in Instrument No. 2022065047.

Tax Parcel No. 018-222-009-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Duane L. Hellman and Sharron K. Hellman
To: The Duane Lyle Hellman and Sharron Kathleen Hellman Trust dated Nov 2, 1990
Dated: November 2, 1990
Recorded on: December 26, 1990
Recorded in: Instrument No. 1990 0124018
- B. Type of Deed: Grant Deed
From: Duane L. Hellman, Trustee and Sharron K. Hellman, Trustee of the Duane Lyle Hellman and Sharron Kathleen Hellman Trust dated November 2, 1990
To: Duane L. Hellman and Sharron K. Hellman
Dated: November 23, 1992
Recorded on: December 8, 1992
Recorded in: Instrument No. 1992 0152448
- C. Type of Deed: Grant Deed
From: Duane L. Hellman and Sharron K. Hellman
To: Duane L. Hellman and Sharron K. Hellman, Trustees of the Duane Lyle Hellman and Sharron Kathleen Hellman Trust dated November 2, 1990
Dated: February 14, 2001
Recorded on: February 20, 2001
Recorded in: Instrument No. 2001017500
- D. Affidavit - Death of Trustee
Dated: August 17, 2001
Recorded on: August 24, 2001
Recorded in: Instrument No. 2001115776
- E. Affidavit of Death and Appointment of Successor Trustee
Dated: August 15, 2001
Recorded on: September 13, 2001
Recorded in: Instrument No. 2001125172
- F. Type of Deed: Grant Deed
From: Sharron K. Hellman
To: Sharron K. Hellman, Sole Trustee of the Duane Lyle Hellman and Sharron Kathleen Hellman Trust dated November 2, 1990 and Amended and Restated on October 6, 1999
Dated: November 28, 2001
Recorded on: December 7, 2001
Recorded in: Instrument No. 2001167961
- G. Affidavit - Death of Joint Tenant
Dated: November 28, 2001
Recorded on: December 7, 2001
Recorded in: Instrument No. 2001167962
- H. Type of Deed: Trust Transfer Deed
From: Sharron K. Hellman, Successor Trustee of the Duane Lyle Hellman and Sharron Kathleen Hellman Revocable Trust dated November 2, 1990 and Amended and Restated on October 6, 1999
To: Sharron K. Hellman, Trustee of the Duane Lyle Hellman and Sharron K. Hellman Survivor's Trust
Dated: October 14, 2002
Recorded on: October 28, 2002
Recorded in: Instrument No. 2002165412

DEED CHAIN

- I. Type of Deed: Grant Deed
From: Sharron K. Hellman, Trustee of the Duane Lyle Hellman and Sharron K. Hellman Survivors Trust
To: Sharron Hellman
Dated: December 6, 2002
Recorded on: December 16, 2002
Recorded in: Instrument No. 2002200502
- J. Type of Deed: Trust Transfer Deed
From: Sharron K. Hellman, Successor Trustee of the Duane Lyle Hellman and Sharron Kathleen Hellman Revocable Trust dated November 2, 1990 and Amended and Restated on October 6, 1999
To: Sharron K. Hellman, Trustee of the Duane Lyle Hellman and Sharron K. Hellman Survivors Trust
Dated: January 27, 2003
Recorded on: February 4, 2003
Recorded in: Instrument No. 2003022517
- K. Affidavit of Death of Trustee, Appointment of Successor Co-Trustees and Consent to Act as Successor Co-Trustees
Dated: February 17, 2009
Recorded on: March 26, 2009
Recorded in: Instrument No. 2009026704
- L. Order Confirming Title
Recorded on: April 7, 2011
Recorded in: Instrument No. 2011030876
- M. Type of Deed: Grant Deed
From: W. Jeff Spencer and Diane Gonzales, as Successor Trustees of the Duane Lyle Hellman and Sharon Kathleen Hellman
To: Daniel P. Philbin and Hannah Philbin
Dated: March 31, 2011
Recorded on: April 7, 2011
Recorded in: Instrument No. 2011030877
- N. Type of Deed: Grant Deed
From: Daniel Philbin and Hannah Philbin
To: KS Mattson Partners, a limited partnership
Dated: October 27, 2015
Recorded on: November 6, 2015
Recorded in: Instrument No. 2015096431
- O. Type of Deed: Grant Deed
From: KS Mattson Partners LP, a California limited partnership
To: Darryl E. Hayes and Jill D. Dayes, Trustees of The Hayes Family Trust, established August 17, 2016, as to an undivided 40% interest
Dated: February 1, 2021
Recorded on: August 4, 2021
Recorded in: Instrument No. 2021088988

DEED CHAIN

P. Type of Deed: Grant Deed
From: Darryl E. Hayes and Jill D. hayes, Trustees of the Hayes Family Trust established August 17, 2016
To: KS Mattson Partners, LP, a California limited partnership
Dated: October 6, 2022
Recorded on: October 10, 2022
Recorded in: Instrument No. 2022065047

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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ADDITIONAL INFORMATION

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The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
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- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit Y



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: December 27,
2024

Our Order No.: 5000010684

County: Sonoma

State: CA

Address: 19179 Railroad Ave, CA

Customer Ref. No.: 19179 Railroad Avenue Sonoma CA

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ

Issue Date:	December 27, 2024	Our Order No.:	5000010684
County:	Sonoma	State:	California
Address:	19179 Railroad Ave, CA		
Customer Ref. No.:	19179 Railroad Avenue Sonoma CA		

Scope of Search: Beginning **December 13, 2004** and extending through **December 13, 2024**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: Black Walnut, LP, a California limited partnership (as to Parcel 1); KS Mattson Partner LP, a California limited partnership (as to Parcel 2)

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$3,650.86 semi-annually
Parcel ID #: 052-402-022-000 (Parcel 1)
Paid through: 2023/2024
Assessment: \$271,319.00 (total = land and improvements, if any)
2. Delinquent Taxes
Type of Tax: County
Year: 1st half 2024/2025
Amount: \$4,015.94; plus penalties and interest
Parcel ID #: 052-402-022-000 (Parcel 1)
3. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$916.06 semi-annually
Parcel ID #: 052-402-023-000 (Parcel 2)
Paid through: 2023/2024
Assessment: \$127,546.00 (total = land and improvements, if any)
4. Delinquent Taxes
Type of Tax: County
Year: 1st half 2024/2025
Amount: \$1,007.66; plus penalties and interest
Parcel ID #: 052-402-023-000 (Parcel 2)
5. Matters as shown and noted on Assessment Diagram recorded in Map Book 732, Page 19.
6. Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement from KS

REPORT OF TITLE

(continued)

Mattson Partners LP, a California limited partnership, Grantor(s), to Stewart Title, a title & escrow company, Trustee(s), in favor of The Socotra Opportunity Fund, LLC, a California limited liability company (CFL# 66DBO76907), dated December 19, 2022, and recorded December 27, 2022 in Instrument No. 2022080553, in the original amount of \$475,000.00; Substitution of Trustee dated July 16, 2024 and recorded on July 22, 2024 in Instrument No. 2024032287; Notice of Default Election to Sell Under Deed of Trust recorded on July 22, 2024 in Instrument No. 2024032288.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

PARCEL 1:

Lot 1 in Block. 60, as shown upon the Map entitled "Map of Subdivision No. 3 of the Town of EL Verano, Sonoma County, California", filed November 9, 1896 in the Office of the Recorder of the County of Sonoma.

AND BEING a portion of the property conveyed to KS Mattson Partner LP, a California limited partnership from John Van Sicklen Maeck II, Successor Trustee of the Ann Funsten Revocable Trust dated February 28, 2020 by Correctory Grant Deed dated September 28, 2022 and recorded April 3, 2023 in Instrument No. 2023013863; AND FURTHER CONVEYED to Black Walnut, LP, a California limited partnership from KS Mattson Partners, LP, a California limited partnership by Grant Deed dated December 20, 2022 and recorded June 20, 2023 in Instrument No. 2023027477.

Tax Parcel No. 052-402-022-000

PARCEL 2:

Lot 2, Block 60, as shown and designated on Map of Subdivision No. 3 of the Town of EL Verano, Sonoma County, California, filed in the Office of the County Recorder of Sonoma County, California.

Also shown on Amended Map of the Town of EL Verano filed in the Office of the County Recorder in Book 19 of Maps at Page 25, Sonoma County Records.

AND BEING a portion of the property conveyed to KS Mattson Partner LP, a California limited partnership from John Van Sicklen Maeck II, Successor Trustee of the Ann Funsten Revocable Trust dated February 28, 2020 by Correctory Grant Deed dated September 28, 2022 and recorded April 3, 2023 in Instrument No. 2023013863.

Tax Parcel No. 052-402-023-000

DEED CHAIN

PARCEL 1:

- A. Document: Affidavit
By: Ann Wainwright
Recorded on: March 21, 1997
Recorded in: Instrument No. 1997-0023058
- B. Type of Deed: Grant Deed
From: Ann Funsten, who acquired title as Ann Wainwright, as surviving spouse
To: Ann Funsten
Dated: April 25, 2003
Recorded on: May 7, 2003
Recorded in: Instrument No. 2003091461
- C. Type of Deed: Quitclaim Deed
From: James W. Funsten, husband of grantee herein
To: Ann Funsten
Dated: April 25, 2003
Recorded on: May 7, 2003
Recorded in: Instrument No. 2003091462
- D. Type of Deed: Grant Deed
From: Ann Funsten
To: Ann Funsten
Dated: April 22, 2013
Recorded on: May 23, 2013
Recorded in: Instrument No. 2013053418
- E. Type of Deed: Grant Deed
From: Ann W. Funsten
To: Ann W. Funsten, as Trustee of the Ann W. Funsten Revocable Trust dated February 28, 2020
Dated: February 28, 2020
Recorded on: March 13, 2020
Recorded in: Instrument No. 2020019625
- F. Document: Affidavit of Change of Trustee
Dated: October 4, 2022
Recorded on: October 7, 2022
Recorded in: Instrument No. 2022064910
- G. Type of Deed: Grant Deed
From: John Van Sicklen Maeck II, Successor Trustee of the Ann Funsten Revocable Trust dated February 28, 2020
To: KS Mattson Partner LP, a California limited partnership
Dated: September 28, 2022
Recorded on: October 7, 2022
Recorded in: Instrument No. 2022064911
- H. Document: Affidavit - Change of Trustee
Dated: March 30, 2023
Recorded on: April 3, 2023
Recorded in: Instrument No. 2023013862
- I. Type of Deed: Correctory Grant Deed
From: John Van Sicklen Maeck II, Successor Trustee of the Ann Funsten Revocable Trust dated February 28, 2020

DEED CHAIN

To: KS Mattson Partner LP, a California limited partnership
Dated: September 28, 2022
Recorded on: April 3, 2023
Recorded in: Instrument No. 2023013863

- J. Type of Deed: Grant Deed
From: KS Mattson Partners, LP, a California limited partnership
To: Black Walnut, LP, a California limited partnership
Dated: December 20, 2022
Recorded on: June 20, 2023
Recorded in: Instrument No. 2023027477

PARCEL 2:

- K. Type of Deed: Grant Deed
From: Gary Ober and James Ober
To: James W. Funsten and Ann W. Funsten
Dated: May 5, 1999
Recorded on: May 19, 1999
Recorded in: Instrument No. 1999-0065285

- L. Type of Deed: Grant Deed
From: James W. Funsten and Ann W. Funsten
To: James W. Funsten and Ann W. Funsten
Dated: June 9, 1999
Recorded on: June 10, 1999
Recorded in: Instrument No. 1999-0075114

- M. Type of Deed: Grant Deed
From: James W. Funsten and Ann W. Funsten
To: James W. Funsten and Ann W. Funsten
Dated: November 6, 2008
Recorded on: November 12, 2008
Recorded in: Instrument No. 2008101637

- N. Document: Affidavit – Death of Spouse Holding Community Property with Right of Survivorship
Dated: June 16, 2010
Recorded on: June 22, 2010
Recorded in: Instrument No. 2010051248

- O. Type of Deed: Grant Deed
From: Ann W. Funsten
To: Ann W. Funsten, as Trustee of the Ann W. Funsten Revocable Trust dated February 28, 2020
Dated: February 28, 2020
Recorded on: March 13, 2020
Recorded in: Instrument No. 2020019626

- P. Document: Affidavit - Change of Trustee
Dated: March 30, 2023
Recorded on: April 3, 2023
Recorded in: Instrument No. 2023013862

- Q. Type of Deed: Correctory Grant Deed
From: John Van Sicklen Maeck II, Successor Trustee of the Ann Funsten Revocable Trust dated February 28, 2020
To: KS Mattson Partner LP, a California limited partnership

DEED CHAIN

Dated: September 28, 2022
Recorded on: April 3, 2023
Recorded in: Instrument No. 2023013863

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

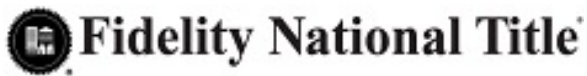
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit Z



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 9, 2025

Our Order No.: 5000012425

County: Sonoma

State: CA

Address: 443 Casabonne Ln, CA

Customer Ref. No.: 443 Casabonne Ln

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 9, 2025**Our Order No.:** 5000012425**County:** Sonoma**State:** California**Address:** 443 Casabonne Ln, CA**Customer Ref. No.:** 443 Casabonne Ln

Scope of Search: Beginning **November 24, 2004** and extending through **January 28, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$5,195.32 annually
Parcel ID #: 018-111-076-000
Paid through: 2023-2024
Assessment: \$437,456.00 (total = land and improvements, if any)
2. Delinquent Taxes
Type of Tax: County
Year: 1st half 2024-2025
Amount: \$2,857.42; Plus Penalties and Interest
Parcel ID #: 018-111-076-000
3. Memorandum of Lot Line Adjustment and Exchange Agreement dated September 21, 2004, by and between Robert H. Cannard and Edna T. Cannard, Trustees of the Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997 and Ryder Homes of California, Inc., a California corporation, recorded on October 1, 2004 in Instrument No. 2004150681.
4. Certificate of Approval recorded on November 24, 2004 in Instrument No. 2004177341.
5. Certificate of Approval recorded on December 7, 2005 in Instrument No. 2005180436.
6. Easement Agreement dated December 16, 2005, by and between James L. Hall and Bettie B. Hall, as Trustees of the James L. Hall Revocable Trust, and James L. Hall and Bettie B. Hall, as Trustees of the Bettie B. Hall Revocable Trust and Robert H. Cannard and Edna T. Cannard, Trustees of the Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997, recorded on January 18, 2006 in Instrument No. 2006006208.
7. Drainage Easement in favor of James L. Hall and Bettie B. Hall, as Trustees of the James L. Hall Revocable Trust, and James L. Hall and Bettie B. Hall, as Trustees of the Bettie B. Hall Revocable Trust and Robert H. Cannard and Edna T. Cannard, Trustees of the Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997 set forth in instrument recorded on January 18, 2006 in Instrument No. 2006006209.

REPORT OF TITLE

(continued)

8. Easement Grant Deed in favor of Ryder Homes of California, Inc., a California corporation set forth in instrument recorded on June 30, 2006 in Instrument No. 2006081370.
Re-Recorded on August 23, 2006 in Instrument No. 2006104104.
9. Easement Deed in favor of Robert H. Cannard and Edna T. Cannard, Trustees of the Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997 set forth in instrument recorded on March 8, 2007 in Instrument No. 2007026365.
10. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Instrument No. 2007042607, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
11. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Instrument No. 2007073849, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
12. Partial Release and Quitclaim dated January 4, 2007, by and between Robert H. Cannard, Trustee of the Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997 and Edna T. Cannard, Trustee of the Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997, recorded on January 24, 2008 in Instrument No. 2008006212.
13. Matters as shown and noted on Plat recorded in Plat Book 708, Page 11.
Certificate of Correction recorded on June 15, 2009 in Instrument No. 2009058046.
14. Chapter 11 Bankruptcy, by KS Mattson Partners, LP, recorded on November 22, 2024 in Case No. 24-10715.
15. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17.
16. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36.
17. Certificate of Lien filed by Sonoma County Tax Collector against KS Mattson Partners LP, dated November 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542, in the amount of \$13,770.58.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

Real property in the City of Sonoma, County of Sonoma, State of California, described as follows:

Lot 15, as shown on that certain subdivision map entitled "Final Map of Willows Wild" recorded on March 8, 2007 in Book 708 of Maps, Pages 11 through 15, Sonoma County Records.

And Certificate of Correction Recorded June 15, 2009, Recording Info: 2009058046, of Official Records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Timothy C. Cannard and Thomas D. Cannard, as successor Trustees of the Robert H and Edna T. Cannard Revocable Trust dated September 18, 1997 by Grant Deed dated March 5, 2019 and recorded March 29, 2019 in Instrument No. 2019021358.

Tax Parcel No. 018-111-076-000

DEED CHAIN

- A. Type of Deed: Individual Grant Deed
From: Robert H. Cannard and Edna T. Cannard as Trustees of The Robert H. Cannard and Edna T. Cannard Revocable Trust, dated September 18, 1997
To: Ryder Homes of California, Inc., a California corporation
Dated: November 12, 2004
Recorded on: November 24, 2004
Recorded in: Instrument No. 2004177342
Re-Recorded on: December 3, 2004
Re-Recorded in: Instrument No. 2004181850
Re-Recorded on: December 3, 2004
Re-Recorded in: Instrument No. 2004181851
- B. Type of Deed: Corporation Grant Deed
From: Ryder Homes of California, Inc., a corporation organized under the laws of the State of California
To: Robert H. Cannard and Edna T. Cannard as Trustees of The Robert H. Cannard and Edna T. Cannard Revocable Trust, dated September 18, 1997
Dated: November 12, 2004
Recorded on: November 24, 2004
Recorded in: Instrument No. 2004177343
Re-Recorded on: December 3, 2004
Re-Recorded in: Instrument No. 2004181850
Re-Recorded on: December 3, 2004
Re-Recorded in: Instrument No. 2004181851
- C. Type of Deed: Grant Deed
From: Ryder Homes of California, Inc., a California corporation
To: Willows Wild, L.P., a California limited partnership
Dated: September 13, 2006
Recorded on: September 20, 2006
Recorded in: Instrument No. 2006115763
- Type of Deed: Correction Grant Deed
Recorded on: January 24, 2008
Recorded in: Instrument No. 2008006210
- D. Type of Deed: Grant Deed
From: James H. Hall and Bettie B. Hall, as Trustees of The James L. Hall Revocable Trust, and James L. Hall and Bettie B. Hall, as Trustees of The Bettie B. Hall Revocable Trust
To: Robert H. Cannard and Edna T. Cannard, as Trustees of The Robert H. Cannard and Edna T. Cannard Revocable Trust dated September 18, 1997
Dated: January 11, 2006
Recorded on: January 18, 2006
Recorded in: Instrument No. 2006006207
- E. Type of Deed: Grant Deed
From: Willows Wild, L.P., a California limited partnership
To: Robert H. Cannard and Edna T. Cannard, Trustees of the Robert H. and Edna T. Cannard Revocable Trust dated September 18, 1997
Dated: December 2, 2007
Recorded on: January 24, 2008
Recorded in: Instrument No. 2008006211
- Affidavit of Death
Recorded on: March 29, 2019
Recorded in: Instrument No. 2019021355

DEED CHAIN

F. Type of Deed: Grant Deed
From: Timothy C. Cannard and Thomas D. Cannard, as successor Trustees of the Robert H
and Edna T. Cannard Revocable Trust dated September 18, 1997
To: KS Mattson Partners, LP, a California limited partnership
Dated: March 5, 2019
Recorded on: March 29, 2019
Recorded in: Instrument No. 2019021358

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit [



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 8, 2025

Our Order No.: 5000012426

County: Sonoma

State: CA

Address: 3557 Golf View Terrace, CA

Customer Ref. No.: 3557 Golf View Terrace

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ

Issue Date:	February 8, 2025	Our Order No.:	5000012426
County:	Sonoma	State:	California
Address:	3557 Golf View Terrace, CA		
Customer Ref. No.:	3557 Golf View Terrace		

Scope of Search: Beginning **September 5, 1986** and extending through **January 28, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California Limited Partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$21,045.40 annually
Parcel ID #: 147-410-020-000
Paid through: 1ST INSTALLMENT 2024/2025
Assessment: \$1,872,720.00 (total = land and improvements, if any)
2. Matters as shown and noted on Plat recorded in Plat Book 315, Page 13.
3. Spousal Property Order dated February 4, 1997, by Estate of John Violin, recorded on March 3, 1997 in Instrument No. 1997-0017466.
4. Deed of Trust from James R. Stillson and Carol A. Stillson, Grantor(s), to Stewart Title Company of San Diego, a California corporation, Trustee(s), in favor of Mortgage Electronic Registration Systems, Inc. is acting solely as a nominee for SCME Mortgage Bankers, Inc., a California corporation, dated November 20, 2006, and recorded December 5, 2006 in Instrument No. 2006149945, in the original amount of \$1,200,000.00.

Corporate Assignment of Deed of Trust from Mortgage Electronic Registration Systems, Inc. as nominee for SCME Mortgage Bankers, Inc., a California corporation, its successors and/or assigns assigned to Deutsche Bank Trust Company Americas as Trustee for Residential Accredit Loans, Inc. dated July 6, 2015 and recorded on July 17, 2015 in Instrument No. 2015063941.

Substitution of Trustee from Stewart Title Company of San Diego, a California Corporation to America West Lender Services, LLC dated December 26, 2024 and recorded on December 30, 2024 in Instrument No. 2024063564.

Notice of Default and Election to Sell Under Deed of Trust dated January 9, 2025 and recorded on January 10, 2025 in Instrument No. 2025001128.

REPORT OF TITLE

(continued)

5. California Open End Deed of Trust from James R Stillson and Carol A Stillson, Grantor(s), to Douglas E. Miles, Trustee(s), in favor of JPMorgan Chase Bank, N.A. a national banking association, dated December 29, 2006, and recorded January 5, 2007 in Instrument No. 2007001513, in the original amount of \$60,000.00.
6. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Deed or Covenants, Conditions and Restrictions recorded in Instrument No. 2016005999, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

First Amendment to the First Restated Declaration of Covenants Conditions and Restrictions of Fairway View Estates dated March 20, 2023 and recorded on March 27, 2023 in Instrument No. 2023012637.

Second Amendment to the First Restated Declaration of Covenants Conditions and Restrictions of Fairway View Estates dated October 29, 2024 and recorded on November 1, 2024 in Instrument No. 2024054380.
7. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.
8. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17.
9. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36.
10. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542, in the amount of \$13,770.58.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma, City of Santa Rosa and is described as follows:

Parcel One:

Lot 20 as said lot is numbered and designated upon the map of Fairway View Estates filed December 05, 1980 in the Office of the County Recorder in Book 315 of Maps, Page 13 thru 19, Sonoma County Records.

Parcel Two:

The non-exclusive right to use and enjoy Lots 119 thru 126, and Parcels A and F provided however that such right shall not be exercised in a manner which will interfere with the landscaped area.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California Limited Partnership from LeFever Mattson, who acquired title as LeFever Mattson, Inc. by Grant Deed dated August 21, 2020 and recorded July 1, 2021 in Instrument No. 2021077313.

Tax Parcel No. 147-410-020-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: John M. Roebuck
To: John Violin and Carmen Violin
Dated: August 25, 1986
Recorded on: September 5, 1986
Recorded in: Instrument No. 86069748
- B. Type of Deed: Quit Claim Deed
From: John Violin and Carmen Violin
To: John Violin and Carmen Violin
Dated: August 2, 1988
Recorded on: September 7, 1988
Recorded in: Instrument No. 88075213
- C. Type of Deed: Grant Deed
From: Carmen Violin, a widow
To: Michael Tillman and Cindy E. Tillman
Dated: April 3, 1997
Recorded on: April 11, 1997
Recorded in: Instrument No. 1997-0029648
- D. Type of Deed: Grant Deed
From: Michael Tillman and Cindy E. Tillman
To: James R. Stillson and Carol A. Stillson
Dated: October 19, 2001
Recorded on: October 23, 2001
Recorded in: Instrument No. 2001144155
- E. Type of Deed: Grant Deed
From: James R Stillson and Carol A Stillson
To: LeFever Mattson Inc., a California corporation
Dated: July 22, 2011
Recorded on: October 4, 2012
Recorded in: Instrument No. 2012098217
- F. Type of Deed: Grant Deed
From: LeFever Mattson, who acquired title as LeFever Mattson, Inc.
To: KS Mattson Partners, LP, a California Limited Partnership
Dated: August 21, 2020
Recorded on: July 1, 2021
Recorded in: Instrument No. 2021077313

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

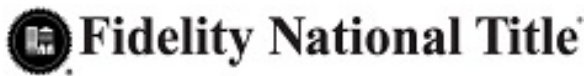
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THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
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- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit \



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: February 28, 2025 **Our Order No.:** 5000013252

County: Sonoma **State:** CA

Address: 405-407 London Way, CA

Customer Ref. No.: 405/407 London Way

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Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs

REPORT OF TITLE**For the benefit of:** PSZJ**Issue Date:** February 28, 2025**Our Order No.:** 5000013252**County:** Sonoma**State:** California**Address:** 405-407 London Way, CA**Customer Ref. No.:** 405/407 London Way

Scope of Search: Beginning **May 12, 1999** and extending through **February 11, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$1,590.90 annually
Parcel ID #: 056-564-022-000
Paid through: 2024-2025
Assessment: \$106,120.00 (total = land and improvements, if any)
2. Taxes
Type of Tax: County
Fiscal year: 2024-2025
Amount: \$55,270.04 annually
Parcel ID #: 056-564-023-000
Paid through: 2024-2025
Assessment: \$4,855,026.00 (total = land and improvements, if any)
3. Matters as shown and noted on Plat recorded in Plat Book 056, Page 56.
4. Matters as shown and noted on Plat recorded in Plat Book 550, Page 4.
5. Matters as shown and noted on Plat recorded in Plat Book 730, Page 12.
6. Matters as shown and noted on Plat recorded in Plat Book 757, Page 13.
7. Declaration of Restrictions recorded on February 29, 1996 in Instrument No. 1996-0017873.
8. Declaration of Restrictions recorded on February 29, 1996 in Instrument No. 1996-0017874.
9. Subdivision Improvement Certificate Agreement for Parcel Map No. 94-799 recorded on May 10, 2000 in Instrument No. 2000045684.
10. Easement Deed and Agreement in favor of County of Sonoma set forth in instrument recorded on June 12, 2000 in Instrument No. 2000057913.
11. Owners' Statement recorded on September 24, 2009 in Instrument No. 2009092488.

REPORT OF TITLE

(continued)

12. Operational Permit Easement in favor of County of Sonoma set forth in instrument recorded on August 5, 2021 in Instrument No. 2021089315.
13. Operational Permit Easement in favor of County of Sonoma set forth in instrument recorded on August 5, 2021 in Instrument No. 2021089316.
14. Certificate of Correction recorded on December 29, 2021 in Instrument No. 2021140033.
15. Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement from KS Mattson Partners, LP, a California limited partnership, Grantor(s), to ReProp Investments, Inc., Trustee(s), in favor of ReProp Investments, Inc., its successors and/or assigns, dated December 20, 2023, and recorded December 22, 2023 in Instrument No. 2023062399, in the original amount of \$2,325,000.00.

Assignment of Deed of Trust recorded on February 1, 2024 in Instrument No. 2024004785.

Assignment of Deed of Trust recorded on July 12, 2024 in Instrument No. 2024030854.

Assignment of Deed of Trust recorded on July 16, 2024 in Instrument No. 2024031279.

Substitution of Trustee recorded on August 26, 2024 in Instrument No. 2024038700.
16. Notice of Default and Election to Sell Under Deed of Trust recorded on August 26, 2024 in Instrument No. 2024038701.
17. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003500, in the amount of \$40,356.17.
18. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003506, in the amount of \$9,637.36.
19. Certificate of Lien filed by Tax Collector of Sonoma County, State of California against KS Mattson Partners LP, dated January 28, 2025 and recorded on January 28, 2025 in Instrument No. 2025003542, in the amount of \$13,770.58.
20. Bankruptcy filed against KS Mattson Partners, LP recorded on November 22, 2024 in Case No. 24-10715.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

Real Property in the unincorporated area of the County of Sonoma, State of California, described as follows:

Parcel One:

Lot 1 as shown and designated upon Parcel Map No. 94-799, filed for recording on February 29, 1995 in Book 550 of maps at Pages 4 through 5 Sonoma county records.

Parcel Two:

A right of way 50.00 feet wide, for road purposes, the centerline of which is described as follows:

Commencing at a point that bears North 78° 03' 10" East, a distance of 25.00 feet from the northeastern corner of the 1.70 acre parcel described in the deed to Claude J. Falconer, et ux filed in Book 1784 at Page 289 Sonoma county records; running thence from said point of commencement North 11° 56' 30" West, a distance of 397.07 feet.

Parcel Three:

The 50.00 foot right of way described in said deed to Claude J. Falconer, et ux recorded in Book 1784 Page 289 Sonoma county records.

Parcel Four:

A portion of said "Parcel 2", said portion being particularly described as follows:

Beginning at a 3/4" iron pipe, tagged "PLS 5087" marking the southeasterly corner of "Parcel 2" as shown and delineated on "Parcel Map MNS 04-0035" filed December 31, 2008 in Book 730 of maps at Pages 12-16, Sonoma county records, from which point a 3/4" iron pipe, tagged "PLS 5087" marking the most northerly corner of "Parcel 2" bears, along the easterly line of said parcel, N 05°00'50" W, 858.77 feet; thence from said point of beginning along the southerly line of said "Parcel Two" N 81°17'40" E, 307.81 feet to a 1/2" rebar marking the most southerly corner of said "Parcel 2"; thence along the westerly line of said "Parcel 2" N 15°59'23" W, 110.76 feet to a 3/4" iron pipe, tagged "PLS 5087"; thence leaving said line N 84°32'00" E, 180.91 feet to a 3/4" iron pipe, tagged "PLS 5087"; thence N 05°28'00" W, 90.00 feet to a 3/4" iron pipe, tagged "PLS 5087"; thence S 76°14'08" E, 156.39 feet to a 3/4" iron pipe, tagged "PLS 5087" marking a point on the easterly line of said "Parcel 2"; from the point of beginning bears S 05° 00' 50" E, 130.00 feet; thence along said easterly line S 05°00'50" E, 130.00 feet to the point of beginning.

This legal is made pursuant to that certain certificate approving a Lot Line Adjustment, Certificate No. PLP09-0044, recorded March 11, 2011, as Instrument No. 2011-22698, of official records.

Parcel Five:

Being a portion of the lands of Richard L. Arrowood and Alis Demers Arrowood, Co-Trustees of the Arrowood Family Trust established under Declaration of Trust dated June 3, 1992, as said lands are described by deed

EXHIBIT "A"

Legal Description

recorded January 12, 2001 under Document Number 2001-004099, Sonoma county records, said portion being particularly described as follows:

Beginning at a 1/2 inch iron pipe tagged RCE 14946 marking the northeasterly corner of "Lot 1" as said lot is shown and delineated on "Parcel Map No. 94-799" filed February 29, 1995 in Book 550 of maps, Pages 4-6, Sonoma county records; thence from said point of beginning S 81°17'40" W, 40.50 feet, to a 3/4 inch iron pipe tagged PLS 5087 marking the southeasterly corner of "Parcel 2" as said parcel is shown and delineated on "Parcel Map MNS 04-0035" filed December 31, 2008 in Book 730 of maps, Pages 12-16, Sonoma county records; thence along the easterly line of said "Parcel 2", N 05°00'50" W, 183.47 feet, to the intersection with the southwesterly line of that "Private Road and Utility Easement" described in that "Agreement Granting Easement" recorded April 28, 2009 under Document Number 2009-039153, Sonoma county records; thence along said southwesterly line S 50°06'15" E, 66.97 feet; thence continuing along said southwesterly line, S 18°27'53" E, 101.39 feet; thence continuing along said southwesterly line, along the arc of a curve to the right, tangent with the last preceding course, with a radius of 95.00 feet, through a central angle of 19°00'49", an arc length of 31.53 feet, to a point on the northerly line of that "50' Right of Way" described in the "Grant Deed" to Lawrence M. Spergel, Trustee of the Lawrence M. Spergel Trust dated September 6, 1996, as said deed is recorded September 19, 2005 under Document Number 2005-139212, Sonoma county records; thence along said Northerly line, N 78°36'29" E, 17.04 feet; thence along the easterly line of said "50' Right of Way", S 11°23'31" E, 30.00 feet; thence leaving said easterly line, S 56°48'28" W, 53.85 feet, to a point on the easterly line of the herein above referenced "Lot 1", from which the point of beginning bears, N 11°23'31" W, 50.00 feet; thence N 11°23'31" W, 50.00 feet, to the point of beginning.

This legal is made pursuant to that certain certificate approving a Lot Line Adjustment, Certificate No. LLA11-0014, recorded April 30, 2012, as Instrument No. 2012-40633, of official records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Lawrence M. Spergel, Trustee of the Lawrence M. Spergel Trust dated September 6, 1996 by Grant Deed dated November 3, 2020 and recorded November 13, 2020 in Instrument No. 2020107077.

Tax Parcel Nos. 056-564-022-000 and 056-564-023-000

DEED CHAIN

- A. Type of Deed: Grant Deed
From: Kermit R. Puls and Shirley R. Puls
To: James A. Neighbor
Dated: May 7, 1999
Recorded on: May 12, 1999
Recorded in: Instrument No. 1999-0061823
- B. Type of Deed: Gift Deed
From: James A. Neighbor
To: Christopher Neighbor, an undivided 33.333% interest
Dated: August 10, 2000
Recorded on: September 1, 2000
Recorded in: Instrument No. 2000089253
- C. Type of Deed: Gift Deed
From: James A. Neighbor
To: Jeffrey Neighbor, an undivided 3.333% interest
Dated: August 10, 2000
Recorded on: September 1, 2000
Recorded in: Instrument No. 2000089254
- D. Type of Deed: Quitclaim Deed
From: Jeffrey Neighbor, as to an undivided 3.333% interest
To: James A. Neighbor
Dated: September 15, 2000
Recorded on: September 21, 2000
Recorded in: Instrument No. 2000096114
- E. Type of Deed: Quitclaim Deed
From: Christopher Neighbor, as to an undivided 33.333% interest
To: James A. Neighbor
Dated: September 15, 2000
Recorded on: September 21, 2000
Recorded in: Instrument No. 2000096115
- F. Type of Deed: Grant Deed
From: James A. Neighbor
To: Christopher Neighbor, an undivided 33.333% interest, and Jeffrey Neighbor, an undivided 33.333% interest
Dated: September 15, 2000
Recorded on: October 3, 2000
Recorded in: Instrument No. 2000100749
- G. Type of Deed: Grant Deed
From: Christopher Neighbor and Jeffrey Neighbor and Melanie Neighbor
To: James A. Neighbor
Dated: August 9, 2002
Recorded on: August 12, 2002
Recorded in: Instrument No. 2002120622
- H. Type of Deed: Trustee's Deed Upon Sale
From: Chicago Title Company, a California corporation, Trustee
To: Susan J. McShannock and Thomas G. McShannock
Dated: August 14, 2002
Recorded on: August 16, 2002
Recorded in: Instrument No. 2002123694
- I. Type of Deed: Grant Deed

DEED CHAIN

From: Susan J. McShannock and Thomas G. McShannock
To: Joseph G. Schwartz Management, LLC, a California limited liability company
Dated: September 10, 2002
Recorded on: September 17, 2002
Recorded in: Instrument No. 2002140317

J. Type of Deed: Grant Deed
From: Joseph G. Schwartz Management, LLC, a California limited liability company
To: Kevin O. Kalkhoven
Dated: September 2, 2003
Recorded on: September 8, 2003
Recorded in: Instrument No. 2003187810

K. Type of Deed: Grant Deed
From: Kevin O. Kalkhoven
To: Lawrence M. Spergel, Trustee of The Lawrence M. Spergel Trust dated September 6, 1996
Dated: September 14, 2005
Recorded on: September 19, 2005
Recorded in: Instrument No. 2005139212

L. Type of Deed: Lot Line Adjustment Deed
From: Lawrence M. Spergel, as Trustee of the Lawrence M. Spergel Trust dated September 6, 1996
To: Lawrence M. Spergel, as Trustee of the Lawrence M. Spergel Trust dated September 6, 1996
Dated: September 3, 2010
Recorded on: March 11, 2011
Recorded in: Instrument No. 2011022697

M. Type of Deed: Lot Line Adjustment Deed
From: Lawrence M. Spergel, as Trustee of the Lawrence M. Spergel Trust dated September 6, 1996
To: Lawrence M. Spergel, as Trustee of the Lawrence M. Spergel Trust dated September 6, 1996
Dated: September 3, 2010
Recorded on: March 11, 2011
Recorded in: Instrument No. 2011022698

N. Type of Deed: Lot Line Adjustment Deed
From: Richard L. Arrowood and Alis Demers Arrowood, Co-Trustees of the Arrowood Family Trust, established under Declaration of Trust dated June 3, 1992
To: Lawrence M. Spergel, as Trustee of the Lawrence M. Spergel Trust dated September 6, 1996
Dated: April 23, 2012
Recorded on: April 30, 2012
Recorded in: Instrument No. 2012040633

O. Type of Deed: Grant Deed
From: Lawrence M. Spergel, Trustee of the Lawrence M. Spergel Trust dated September 6, 1996
To: KS Mattson Partners, LP, a California limited partnership
Dated: November 3, 2020
Recorded on: November 13, 2020
Recorded in: Instrument No. 2020107077

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.

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Exhibit CC



Fidelity National Title
Insurance Company
STRATEGIC MARKET SERVICES

**The Solutions You Need,
From the Experts You Trust**



We love being your national partner

For the benefit of: PSZJ

Issue Date: March 19, 2025

Our Order No.: 5000013897

County: Sonoma

State: CA

Address: 904 Highway 121, CA

Customer Ref. No.: 904 Highway 121

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering,
title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs
and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** PSZJ

Issue Date:	March 19, 2025	Our Order No.:	5000013897
County:	Sonoma	State:	California
Address:	904 Highway 121, CA		
Customer Ref. No.:	904 Highway 121		

Scope of Search: Beginning **September 1, 2004** and extending through **March 5, 2025**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: KS Mattson Partners, LP, a California limited partnership

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Fiscal year: 2024/2025
Amount: \$17.46 annually
Parcel ID #: 128-441-011
Paid through: 2023/2024; 2024/2025 1ST INSTALLMENT DELINQUENT WITH A PENALTY OF \$0.87
Assessment: \$0.00
2. Matters as shown and noted on Plat recorded in Plat Book 67, Page 717.
3. Amended Judgment Settling and Approving Final Report and Accounting, Directing Final Distributing and Allowing Extraordinary Attorney's Fees and Compensation of Special Administrator dated July 28, 2004, by The Estate of James L. Long, deceased, recorded on September 1, 2004 in Instrument No. 2004134667.
4. Matters as shown and noted on Plat recorded in Plat Book 16, Page 671.
5. Bankruptcy in favor of KS Mattson Partners, LP set forth in instrument recorded on November 22, 2024 in Case No. 24-10715.
6. Certificate of Lien for the amount, \$40,356.17, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in instrument No. 2025003500.
7. Certificate of Lien for the amount, \$9,637.36, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in instrument No. 2025003506.
8. Certificate of Lien for the amount, \$13,770.58, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated January 28, 2025 and recorded on January 28, 2025, in instrument No. 2025003542.

REPORT OF TITLE

(continued)

9. Certificate of Lien for the amount, \$3,326.12, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated February 21, 2025 and recorded on February 24, 2025, in instrument No. 2025007586.
10. Certificate of Lien for the amount, \$7,543.50, in favor of Tax Collector of Sonoma County, State of California, KS Mattson Partners LP, taxpayer, dated February 21, 2025 and recorded on February 24, 2025, in instrument No. 2025007587.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"

Legal Description

Property located in Sonoma County, California

The land referred to herein is situated in the State of California, County of Sonoma Unincorporated Area and described as follows:

Parcel One:

Lots 4, 5, 6, 7 and 8, in Block B of the Town of San Luis, County of Sonoma, excepting therefrom the portion in the State Highway, described in Deeds to State of California recorded May 12, 1927 in Book 169 of Official Records, page 249, Sonoma County Records and April 7, 1927 in Book 173 of Official Records, page 167, Sonoma County Records and April 15, 1970 in Book 2455 of Official Records, page 599, Sonoma County Records.

Parcel Two:

Being a part of the Huichica Rancho in Township 5 North, Range 5 West, M.D.M., and beginning at the Northeast corner of the land deeded by E. P. C. Klevesahl to Abramo Marcucci by Deed dated November 21, 1904, and recorded in Book 216 of Deeds, page 26, Sonoma County Records, said point being on the West side of the State Highway and on the South side of Fourth Street, in the Town of San Luis; thence along the West side of the said highway, South 6° East 112.5 feet to an iron pin; thence curving to the right, tangent to the last described course with a radius of 170 feet for a distance of 128 feet to an iron pin driven in the ground on the North line of the lands of Mrs. M. Burns; thence leaving said Highway and along the North line of Burns, South 85° 52' West, 223 feet to a point on the East line of Water Street; thence along Water Street, North 6° 01' West 228.5 feet to a point on the South line of Fourth Street; thence North 83° 52' East, 270 feet to the point of beginning.

Excepting therefrom any portion of said Parcel 3 included within the boundaries of Lots 3 and 4, Block A, Town of San Luis.

Parcel Three:

Being a part of the Huichica Rancho in Township 5 North, Range 5 West, M.D.M., and beginning at the Northeast corner of the land deeded by E. P. C. Klevesahl to Abramo Marcucci by Deed dated November 21, 1904, and recorded in Book 216 of Deeds, page 26, Sonoma County Records, said point being on the West side of the State Highway and on the South side of Fourth Street, in the Town of San Luis; thence along the West side of the said highway, North 6° West 65 feet, more or less, to the Southeast corner of Lot 8, Block B, Town of San Luis; thence Westerly along the Southerly line of said Lot 8 to the Easterly line of Water Street; thence Southerly along said Easterly line of Water Street, 65 feet, more or less, to the Northwesterly corner of that tract of land described as Parcel 3 in the Deed by Farman J. Robinson to Joseph V. Goulardt, a single man, and Margaret A. Moffett, dated August 20, 1946 and recorded September, 1946, under Recorder's Serial No. C-26288, Sonoma County Records; thence Easterly along the Northerly line of said Parcel 3 in a direct line to the point of beginning. The Town of San Luis is also called St. Louis.

The following additional Parcels have appeared in a recorded document or documents describing the Land referred to in this Preliminary Report. No insurance will be provided as to these Parcels, but the parties to the transaction contemplated by this Preliminary Report may wish to consider whether these Parcels should be included in the documents to be recorded.

Parcel Four:

EXHIBIT "A"
Legal Description

All of Lots 3 and 4, in Block A, of the Town of San Luis, County of Sonoma, lying Northerly and Westerly of the State Highway. Running through said Block A.

Parcel Five:

All that portion of the Easterly 1/2 of the Former Street known as "Water Street" sounded on the North by the extension Westerly of the North Line of Parcel 1 above, and on the South by the extension Westerly of the South Line of Parcel 4 above. Said Street described in order of abandonment recorded June 7, 1978 in Book 3088 of Official Records, Page 476, Sonoma County Records.

AND BEING the same property conveyed to KS Mattson Partners, LP, a California limited partnership from Ian Porter and Chelsea Porter by Grant Deed dated December 19, 2022 and recorded December 29, 2022 in Instrument No. 2022081050.

Tax Parcel No. 128-441-011-000

DEED CHAIN

- A. Type of Deed: Individual Grant Deed
From: Jan Kane; Norman Aguillon; Jason Aguillon; Robin Aguillon; Misty Hobbs; Karen Mazzanti; Lani Kane Patterson and Darin Kane
To: Sharon A. Nunn and Jeffrey C. Nunn
Dated: August 9, 2004
Recorded on: September 1, 2004
Recorded in: Instrument No. 2004134668
- B. Type of Deed: Trustee's Deed Upon Sale
From: MTC Financial Inc., dba Trustee Corps
To: Central Mortgage Company D/B/A Central Mortgage Loan Servicing Company
Dated: November 3, 2008
Recorded on: November 13, 2008
Recorded in: Instrument No. 2008102187
- C. Type of Deed: Grant Deed
From: Central Mortgage Company D/B/A Central Mortgage Loan Servicing Company
To: Oxfoot Associates, LLC
Dated: October 12, 2009
Recorded on: November 6, 2009
Recorded in: Instrument No. 2009109101
- D. Type of Deed: Grant Deed
From: Oxfoot Associates, LLC., a California limited liability company
To: Ian Porter and Chelsea Porter
Dated: August 31, 2017
Recorded on: September 22, 2017
Recorded in: Instrument No. 2017074684
- E. Type of Deed: Grant Deed
From: Ian Porter and Chelsea Porter
To: KS Mattson Partners, LP, a California limited partnership
Dated: December 19, 2022
Recorded on: December 29, 2022
Recorded in: Instrument No. 2022081050

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

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YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

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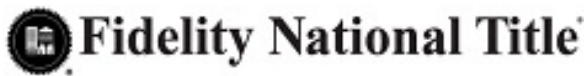
THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

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THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, February 1st
Tax Authority Name: Sonoma County Tax Collector
Phone: 707-565-2281

Additional notes regarding taxes, documents and/or special recordation requirements:

- First page of all documents must meet formatting requirements. If not, coversheet must be attached to avoid rejection. PIN # must be included on all documents.
- Preliminary Change of Ownership form must be completed and signed by both parties if property is being transferred (deeds, leases, easements, etc.).
- Transfer Tax Statement is required on all conveyance documents.
- Some towns and cities within this county require additional payment of transfer taxes. Contact Recorder's office to confirm.