

EXHIBIT A

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

Lot 15, Block 5, Tract 1283. filed April 14, 1954, Map Book 34, Page 43, 44, 45 and 46, Alameda County Records.

APN: 507-0514-016



OLD REPUBLIC
TITLE COMPANY

1900 The Alameda
San Jose, CA 95126
(408) 556-2080 Fax: (408) 624-9010

PRELIMINARY REPORT

Our Order Number 0613020328-LC

REFERRAL REALTY SILICON VALLEY
3028 A. SCOTT BLVD.
SANTA CLARA, CA 95054

Attention: YASIR FAROOQUI

When Replying Please Contact:

Laura Cuevas
LCuevas@ortc.com
(408) 556-2080

Property Address:

38364 Timpanogas Circle, Fremont, CA 94536

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

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

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

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

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

Dated as of March 11, 2013, at 7:30 AM

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

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

Homeowner's Policy of Title Insurance - 2010; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Michael M. Saleem and Fauzia Saleem, husband and wife as Community Property with right of survivorship

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

Lot 15, Block 5, Tract 1283. filed April 14, 1954, [Map Book 34, Page 43, 44, 45 and 46](#), Alameda County Records.

APN: 507-0514-016

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

1. Taxes and assessments, general and special, for the fiscal year 2013 - 2014, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2012 - 2013, as follows:

Assessor's Parcel No	:	507-0514-016	
Bill No.	:	363602-00	
Code No.	:	12-013	
1st Installment	:	\$2,997.16	Marked Paid
2nd Installment	:	\$2,997.16	NOT Marked Paid
Land Value	:	\$149,400.00	
Imp. Value	:	\$348,600.00	
Exemption	:	\$7,000.00	Homeowner's

NOTE: Owing to the volume of payments received by the County Tax Collector at this time, the taxes may have been paid, but do not show as paid on the tax roll.

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

4. Covenants, Conditions and Restrictions which do not contain express provisions for forfeiture or reversion of title in the event of violation, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Entitled : Declaration of Restrictions
Executed by : Claude T. Lindsey, Inc.
Recorded : April 14th, 1954 in [Book 7296 of Official Records, Page 295](#)

Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

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5. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$517,000.00
Trustor/Borrower : Michael M. Saleem and Fauzia Saleem, husband and wife as joint tenants
Trustee : Verdugo Trustee Service Corporation
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., solely as nominee for CitiMortgage, Inc.
Dated : March 22, 2007
Recorded : [March 30, 2007 in Official Records under Recorder's Serial Number 2007-125554](#)
Loan No. : 002004172351
"MIN" : 100011520041723513

NOTE: This loan appears to be registered with Mortgage Electronics Registration Systems, Inc. ("MERS"). Accordingly, the name, address and telephone number of the loan servicer should be obtained by calling the toll-free number, 1-888-679-MERS, and referring to the Mortgage Identification Number ("MIN") shown above

6. Deed of Trust to secure the performance of an obligation and any other terms,

Trustor : Michael M. & Fauzia Saleem
Trustee : City of Fremont
Beneficiary : Redevelopment Agency of the City of Fremont
Dated : November 2, 2007
Recorded : [November 13, 2007 in Official Records under Recorder's Serial Number 2007-393787](#)
Returned to Address : 39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006

Substitution of Trustee under said Deed of Trust,

Executed By : Redevelopment Agency of the City of Fremont
New Trustee : AmeriNational Community Services, Inc.
Dated : January 6, 2010
Recorded : [April 8, 2010 in Official Records under Recorder's Serial Number 2010-097930](#)

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NOTE: In connection therewith, the following:

Document
Entitled : Substitution of Trustee and Deed of Reconveyance
Executed in the
Name of : Michael M. & Fauzia Saleem
Dated : January 6, 2010
Recorded : [April 8, 2010 in Official Records under Recorder's Serial Number 2010-097930](#)

Upon receipt of evidence satisfactory to this Company that the indebtedness and/or obligations secured by said Deed of Trust have been satisfied, or that the property in question is no longer to be security for said indebtedness or obligations, we will supplement our report accordingly.

7. Agreement for : Homebuyer Covenants and Resale Requirements Agreement
Executed By : Redevelopment Agency of the City of Fremont
and Between : Michael M. & Fauzia Saleem

On the terms, covenants and conditions contained therein,

Dated : November 2, 2007
Recorded : [December 19, 2007 in Official Records under Recorder's Serial Number 2007-425651](#)

Returned to
Address : 39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006

8. The requirement that this company be provided with a suitable Owner's Affidavit from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Affidavit.
9. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

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

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.2(A) and 2.1.

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- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 38364 Timpanogas Circle, Fremont, CA 94536.

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

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

NONE

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

Instrument

Entitled : Grant Deed

By/From : Michael M. Saleem who acquired title as Mohammed Saleem and Fauzia Saleem, husband and wife as community property

To : Michael M. Saleem and Fauzia Saleem, husband and wife as Community Property with right of survivorship

Recorded : [March 30, 2007 in Official Records under Recorder's Serial Number 2007-125553](#)

- D. County Recorder will not charge a "Monument User Fee" to record documents using the legal description in this report.

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E. Effective January 15th, 2013, recording service fees for the types of transactions listed below are as follows:

Finance transactions - \$105.00 to record all documents necessary to close and issue the required title insurance policy(ies).

Sale transactions - \$130.00 to record all documents necessary to close and issue the required title insurance policy(ies).

Commercial transactions - \$20.00 recording service fee plus all actual charges required by the County Recorder.

O.N.

If you anticipate having funds wired to Old Republic Title Company, our wiring information is as follows: Comerica Bank, 2015 Manhattan Beach Blvd, Redondo Beach CA 90278, credit to the account of: Old Republic Title Company Account Number 1892529965, ABA Number 121137522.

When instructing the financial institution to wire funds, it is very important that you reference Old Republic Title's Escrow Number 0613020328.

Note: Automated Clearing House (ACH) transfers are not accepted in lieu of wired funds, except when received from a governmental agency.

Funds deposited directly into an account of Old Republic Title Company at a Comerica Bank branch are subject to verification and may cause a delay in closing.

Should you have any questions in this regard, please contact your Escrow or Title Officer immediately.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02/03/10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

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

Old Republic Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.

- Information about your transactions we secure from our files, or from [our affiliates or] others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Disclosure to Consumer of Available Discounts

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or it's subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

ASSESSOR'S MAP 507

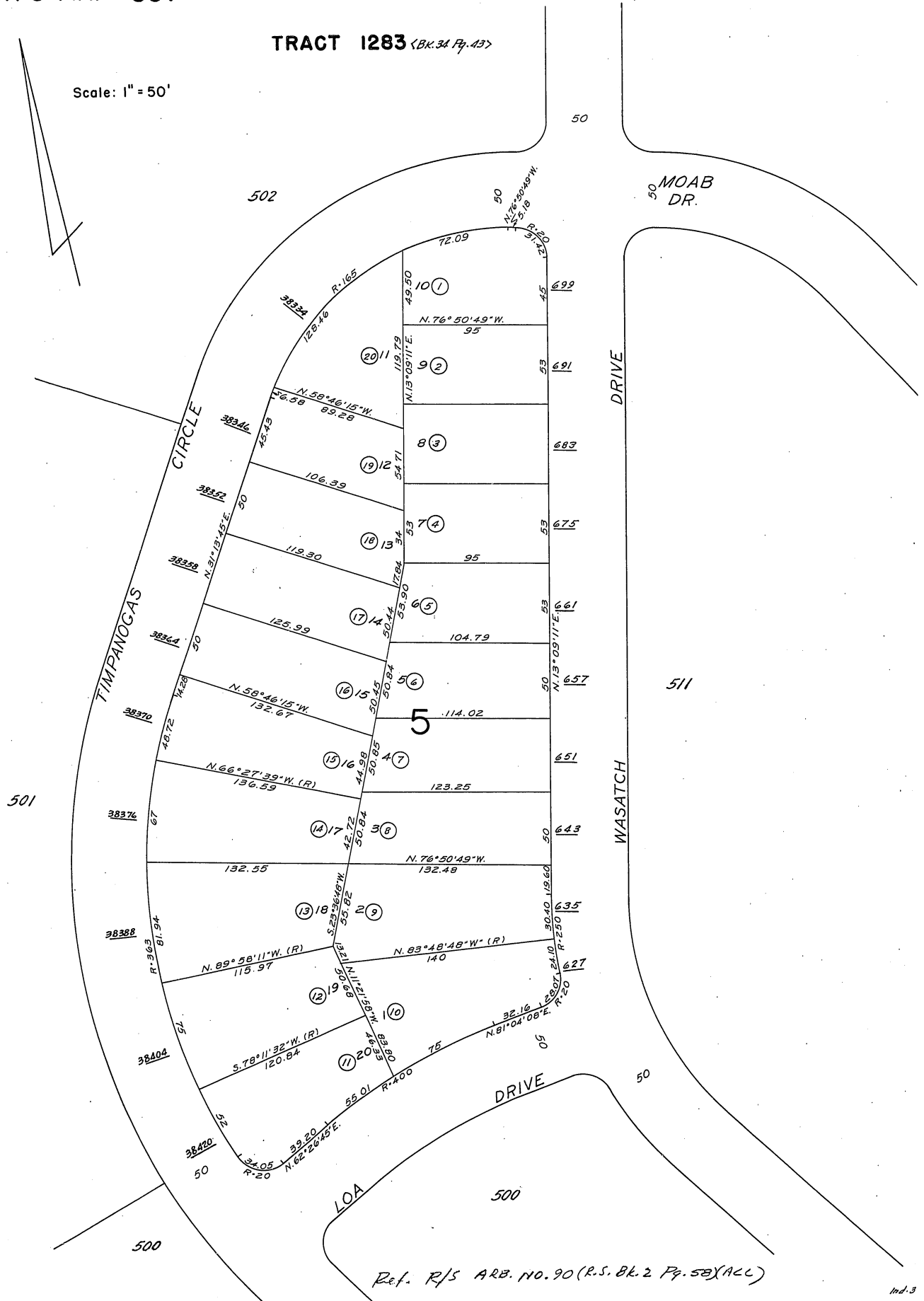
Code Area Nos. I2-013

514

Scale: 1" = 50'

9-17-56
Corrected: 8-12-54 WC
Tct. 1283 fml. pfn. 134
Revised: 6-65 E.L.

TRACT 1283 <Bk. 34 Pg. 43>



Ref. R/S ARB. NO. 90 (R.S. Bk. 2 Pg. 58) (ACL)