

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

500119470
Amendment 1

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Kristy Jeglum
Authorized Officer or Agent

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Residential Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Phone: (877)602-2190 Fax: (866)827-8844 Main Phone: (425)259-8223 Email: snotitle@ctt.com	Escrow Officer: Katie Brazel Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Phone: 425-258-3683 Fax: 425-259-8244 Main Phone: (425)258-3683 Email: Katie.brazel@ctt.com

Order Number: 500119470

SCHEDULE A

1. Commitment Date: January 26, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:	in an amount not to exceed \$13,200,000.00
Premium:	\$ 12,441.00
Tax:	\$ 1,219.22
Rate:	Standard
Total:	\$ 13,660.22
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Bradley K. Gemmer, as a separate estate, as to a portion of said premises and Myron F. Gemmer, as a separate estate, as to the remainder of said premises
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 310519-004-009-00 (iop) and 310519-004-011-00 (iop)

PARCEL A, AS DELINEATED ON THAT SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200409245129, RECORDS OF SNOHOMISH COUNTY; TOGETHER WITH THAT PORTION OF PARCEL B, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 06-004, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 200701125006, LYING WEST OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH 89°56'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 662.05 FEET;
THENCE NORTH 00°47'10" WEST, 20.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL B;
THENCE CONTINUING NORTH 00°47'10" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL B, 175.02 FEET TO AN ANGLE POINT ALONG SAID WESTERLY LINE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE NORTH 00°16'29" WEST 299.75 FEET TO THE NORTH LINE OF THE SOUTH 494.75 FEET OF SAID SECTION;
THENCE SOUTH 89°56'19" EAST, ALONG SAID NORTH LINE, 352.31 FEET;
THENCE SOUTH 00°05'31" WEST 29.75 FEET TO A POINT 20.00 FEET NORTH OF PARCEL A OF SAID BOUNDARY LINE ADJUSTMENT, AS MEASURED AT RIGHT ANGLES;
THENCE SOUTH 89°56'19" EAST, PARALLEL WITH SAID NORTH LINE, 222.72 FEET;
THENCE NORTH 00°32'03" EAST 876.18 FEET TO THE NORTH LINE OF SAID PARCEL B AND THE TERMINUS OF SAID DESCRIBED LINE;
EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF MARYSVILLE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200805190267, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

9. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of the City of Marysville.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE](#). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

10. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

Note B: The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PARCEL A: PTN SE 1/4, SEC 19-31-5E, W.M., AKA PARCEL A, SVY REC NO 200409245129,
SNOHOMISH COUNTY, WA
Tax Account No.: 310519-004-009-00

PARCEL B: PARCEL B, CITY OF MARYSVILLE BLA NO. BLA 06-004, REC NO 200701125006, BEING
PTN SE 1/4, SEC 19-31-5E, W.M., SNOHOMISH COUNTY, WA
Tax Account No.: 310519-004-011-00

Note D: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

1507 172nd Street Northeast
Marysville, WA 98271

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

END OF NOTES

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown in Public Records.

- B. 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.

- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed law, and not shown by the Public Records.

- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

G. Unpatented mining claims, and all rights relating thereto.

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records, or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

SPECIAL EXCEPTIONS:

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on the plat of Nilsens Addition to Lakewood:

Recording No: 116403

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

Granted to: Puget Sound Power & Light Company
 Purpose: Electric transmission and/or distribution system
 Recording Date: October 26, 1929
 Recording No.: 464421
 Affects: Westerly portion of Parcel A

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: January 7, 1966
Recording No.: 1836571
Affects: Northeasterly portion of Parcel B
4. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed
- In favor of: Snohomish County
Recording Date: February 28, 1966
Recording No.: 1847825
- Affects: Parcel A
5. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed
- In favor of: Snohomish County
Recording Date: May 31, 1966
Recording No.: 1870393
- Affects: Parcel A
6. Concomitant Rezone Agreement and the terms and conditions thereof:
- Recording Date: April 20, 1988
Recording No.: 8804200182
Affects: Portion fo said premises within the SE1/4 of SE1/4
7. Restrictive Covenant for Alternative On-site Sewage System and the terms and conditions thereof:
- Regarding: Operation and maintenance of on-site septic system
Recording Date: February 26, 1991
Recording No.: 9102260469
Affects: Parcel B and includes other property

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Electric transmission and/or distribution system
 Recording Date: May 24, 1993
 Recording No.: 9305240146
 Affects: A 10 foot strip of land across Parcel B and includes other property

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

Recording Date: September 27, 1993
 Recording No.: 9309275016
 Matters shown: Fence encroachment along easterly portion near the south line of Parcel B

10. Annexation Covenant and Power of Attorney and the terms and conditions thereof:

Recording Date: February 7, 1997
 Recording No.: 9702070355
 Affects: Parcel B and other property

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

Granted to: Public Utility District No. 1 of Snohomish County and GTE Northwest Inc.
 Purpose: Electric transmission and/or distribution system
 Recording Date: November 14, 1997
 Recording No.: 9711140354
 Affects: Northeasterly portion of Parcel B

This document replaces and clarifies that prior easement granted to the Public Utility District No. 1 of Snohomish County and recorded under Recording No. 1836571.

12. Annexation Covenant and Power of Attorney and the terms and conditions thereof:

Recording Date: June 17, 1999
 Recording No.: 199906170650
 Affects: Parcel B and other property

13. Any irregularities, reservations or other matters in the proceedings occasioning the abandonment or vacation of the street/road named below:

Name: Buell Avenue, Cascade Street, Summit Avenue and Alleys
 Affects: Said premises

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

14. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
- Recording Date: March 20, 2000
Recording No.: 200003205004
Matters shown: Fence encroachments along North line of said premises
15. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on Boundary Line Adjustment:
- Recording No: 200409245129
16. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on City of Marysville Boundary Line Adjustment File No. BLA 06-004:
- Recording No: 200701125006
- Affects: Parcel B
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Snohomish County and Verizon Northwest Inc.
Purpose: Electric transmission and/or distribution system
Recording Date: December 4, 2007
Recording No.: 200712040482
Affects: A portion of Parcel B and other property
18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Purpose: Septic system
Recording Date: July 31, 2008
Recording No.: 200807310560
Affects: A portion of Parcel B

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

19. Unrecorded reciprocal access easement as disclosed by Snohomish County Assessor Aerial Map.
Affects: Parcel B and adjoining parcel with Assessor tax no. 310519-004-010-00
20. Snohomish County "Right to Farm" Disclosure Statement as recorded under Recording No. 201201090348.
Affects: Parcel A
21. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- | | |
|------------------------------|-------------------|
| Year: | 2022 |
| Tax Account No.: | 310519-004-009-00 |
| Levy Code: | 00514 |
| Assessed Value-Land: | \$422,600.00 |
| Assessed Value-Improvements: | \$305,300.00 |
| General and Special Taxes: | |
| Billed: | \$7,002.76 |
| Paid: | \$0.00 |
| Unpaid: | \$7,002.76 |
- Affects: Portion of said premises and other property
22. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- | | |
|------------------------------|-------------------|
| Year: | 2022 |
| Tax Account No.: | 310519-004-011-00 |
| Levy Code: | 00514 |
| Assessed Value-Land: | \$1,117,700.00 |
| Assessed Value-Improvements: | \$1,064,300.00 |
| General and Special Taxes: | |
| Billed: | \$20,973.89 |
| Paid: | \$0.00 |
| Unpaid: | \$20,973.89 |
- Affects: Remainder of said premises and oother property

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

23. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year. The form is available at: <https://snohomishcountywa.gov/334/Business-Personal-Property>.

PLEASE NOTE: The Snohomish County Treasurer will not process any conveyance document on any property until this process has been completed, whether taxes are due or not. This process must be completed before the proposed deed or any quit claim deed is presented for recordation.

Note: 2883899, 2787787 and 0270652 are located on Parcel B

24. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.

Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

* A map showing sewer service area boundaries and incorporated areas can be found at: <http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx#4E564EB5E6894FBC95694BE009A45399>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

25. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: June 1, 2004
Lessor: Myron Gemmer
Lessee: Cole Conner, LLC
Recording Date: June 10, 2004
Recording No.: 200406100243

Affects: A portion of said premises in the SE 1/4 of SE 1/4, and other property

Landlord's Release and Consent was recorded under Recording No. 200406100242.

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

26. A deed of trust to secure an indebtedness in the amount shown below,
- Amount: \$4,143,115.44
 Dated: September 28, 2016
 Trustor/Grantor: Myron F. Gemmer, as a separate estate
 Trustee: UPF Incorporated, a Washington corporation
 Beneficiary: Coastal Community Bank, a Washington banking corporation, and Pacific Coast Bankers' Bank d/b/a Borrower's loan protection, a California banking corporation
 Recording Date: September 28, 2016
 Recording No.: 201609280660
 Affects: Parcel B and other property
27. Assignment of Rents and Leases
- Assigned to: Coastal Community Bank, a Washington banking corporation, and Pacific Coast Bankers' Bank d/b/a Borrower's Loan Protection, a California banking corporation
 Assigned by: Myron F. Gemmer, as a separate estate
 Recording Date: September 28, 2016
 Recording No.: 201609280661
 Affects: Parcel B and other property
28. Subordination, Nondisturbance and Attornment Agreement, and the terms and conditions thereof:
- Lender: Coastal Community Bank
 Tenant: Dr. Michael Breneman (dba Cascadia Clinic LLC)
 Landlord: Myron F. Gemmer
 Recording Date: September 28, 2016
 Recording No.: 201609280740
 Affects: Parcel B
29. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
- Entitled: Subordination, Non-disturbance and Attornment Agreement and Estoppel Certificate
 Lessor: Myron F. Gemmer
 Lessee: Dr. Michael Breneman (dba Cascadia Clinic LLC)
 Recording Date: September 28, 2016
 Recording No.: 201609280740
 Affects: Parcel B

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

30. Subordination, Nondisturbance and Attornment Agreement, and the terms and conditions thereof:

Lender: Coastal Community Bank
 Tenant: Lakewood Center North, LLC
 Landlord: Myron F. Gemmer
 Recording Date: September 28, 2016
 Recording No.: 201609280741
 Affects: Parcel B and other property

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

Entitled: Subordination, Non-disturbance and Attornment Agreement and Estoppel Certificate
 Lessor: Myron F. Gemmer
 Lessee: Lakewood Center North, LLC
 Recording Date: September 28, 2016
 Recording No.: 201609280741
 Affects: Parcel B and other property

32. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

33. To provide an extended coverage lender's policy, general exceptions B and C are hereby eliminated. General exceptions A and D have not been cleared.

In consideration of clearing paragraphs A and D of Schedule B, please have the borrower/owner complete the enclosed affidavit and return to our office for review.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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