



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a(n) 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 **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (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; [and]
 - (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.

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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.
- (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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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SCHEDULE A

(Continued)

Whatcom Land Title Company, Inc.

Dave Paulette

Paul David Paulette, Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

C Monroe

President

Attest

David Wald

Secretary

... END OF SCHEDULE A...

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment to or for the account of the grantor or mortgagors of the full consideration for the estate or interest to be Insured.
- C. **IMPORTANT UPDATE:** Please note that while our office is able to electronically record most documents, in order to do so we require the ORIGINAL document(s) to be in our office PRIOR to recording.
- D. **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.
- E. **A legal description was not included in the Application for Title Insurance. The legal description contained herein was taken from the record and the presumed intention of the parties to the transaction. The description must be examined and approved by the parties prior to closing.**
- F. **The names of the proposed insured(s) were not furnished in the Application for Title Insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.**

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.

1. The common Address(es) of the property(s) under search is/are:

2454 YEW STREET ROAD
BELLINGHAM, WA 98229

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SCHEDULE B

(Continued)

2. Where an abbreviated legal description is required on your documents, the following is to be included;

LOT(S) 14 AND 15 BLK 8, GALLAGHER'S ADD TO SEHOME

PARCEL(S): 370304 030498 0000 PID 21313

END OF NOTES

END OF SCHEDULE B, PART I

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SCHEDULE B

(Continued)

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

1. 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensations or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water electricity, other utilities, or garbage collection and disposal.
8. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
9. Water rights, claims or title to water.

END OF GENERAL EXCEPTIONS

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SCHEDULE B
(Continued)

SPECIAL EXCEPTIONS

1. Lien of Real Estate Excise Sales Tax upon any sale of said premises, if unpaid.

GENERAL GRADUATED REET STRUCTURE FOR WHATCOM COUNTY:

- 1.6 percent if the selling price is equal to or less than \$500,000;
- 1.78 percent on the portion of the selling price that is greater than \$500,000, but equal to or less than \$1,500,000;
- 3.25 percent on the portion of the selling price that is greater than \$1,500,000, but equal to or less than \$3,000,000; and
- 3.5 percent on the portion of the selling price that is greater than \$3,000,000.

NOTE: The above stated rates include the local tax rates imposed by Whatcom County (.50%).

The Whatcom County Treasurer's Office **REQUIRES** a one-page laser printed copy of the Excise Tax Affidavit to accompany all documents requiring the payment of excise tax. This Affidavit must include the original signatures of Grantor/Grantee or Agent, and maintain a 1-inch bottom margin. Any additional legal descriptions must be on letter-sized paper (8.5" x 11"). This Affidavit may be downloaded from the Whatcom County Treasurer's website (www.whatcomcounty.us/treasurer/). Documents without the proper form may be rejected and not processed until the appropriate form is executed. The Affidavit must be the original legal-sized (8.5" x 14"), signed document.

2. General Taxes for the second half of 2022, which become delinquent after October 31, 2022, if unpaid;
Amount: \$787.45
Parcel No.: 370304 030498 0000 PID 21313
Improvements: \$0.00
Land: \$149,800.00
Total: \$149,800.00
Tax Code: 1045
Affects: Said Premises

NOTE: General Taxes for the full year, billed in an amount of \$1,574.96.

3. Declaration of water and sewer system extension assessment by the City of Bellingham, providing for charges upon connection to the City water and sewer system;
Recorded: September 26, 2001
Recording No.: 2010903178
Records of: Whatcom County, Washington
Regarding: Statement of Intent to Collect Connectin Fee LCS 46-00
Affects: Said Premises and other property

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SCHEDULE B

(Continued)

- i. Private/City Latecomer(s) or City Utility Assessment Charge(s) as provided by the City of Bellingham Department of Public Works, Engineering Division;
Latecomer No.: LCW 46-00
Total Amount w/Interest: \$5,926.97
4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, notes, dedications, agreements, encroachments, setback lines and statements, if any, as set forth or delineated on Plat of Gallagher's Addition to Sehome W.T. Volume 1 page 94, recorded.
5. Terms and conditions of reservations and provisions contained in instrument;
Executed by: Whatcom County
Recorded: February 1, 1991
Recording No.: 910201115
Regarding: Final Order of Vavation
Affects: Vacated Alley
6. Terms and conditions and provisions contained in instrument;
Executed by: Whatcom County Commissioners
Recorded: July 7, 1993
Recording No.: 930707162
Regarding: Formation of Fire Protection District No. 10
Affects: Said Premises and other property
7. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;
Recorded: May 3, 1999
Recording No.: 1990500036
Records of: Whatcom County, Washington
To: PUGET SOUND ENERGY, INC, a Washington corporation
Purpose: Electric transmission and/or distribution line
Affects: Said Premises
8. Terms and conditions of Affidavit of Owner or Operator and Designer;
Executed by: MEYNDERS CONSTRUCTION INC., TOYKE MEYNDERS and LISETTE MEYNDERS, AND GARY KITCHING and ETHEL M. KITCHING
Recorded: June 8, 2022
Recording No.: 2022-0600731
Affects: Said Premises

**END OF SPECIAL EXCEPTIONS
END OF SCHEDULE B**

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

The Land is described as follows:

LOT(S) 14 AND 15, BLOCK 8, GALLAGHER'S ADD TO SEHOME, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 1, PAGE 94, RECORDS OF WHATCOM COUNTY, WASHINGTON

TOGETHER WITH THE WEST ONE-HALF OF VACATED ALLEY ADJACENT TO SAID PREMISES, AS SHOWN IN DOCUMENT RECORDED FEBRUARY 1, 1991, UNDER AUDITOR'S FILE NO. 910201115.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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WHATCOM LAND TITLE COMPANY
 2011 YOUNG STREET, SUITE 102
 BELLINGHAM, WA 98225
 Phone: (360)676-8484 • Toll Free: (800)334-6314
 Fax: (360)671-0982

PRIVACY NOTICE

Financial companies like Whatcom Land Title Company (WLT) choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information and the reasons WLT chooses to share information.

Reasons we can share your personal information	Does WLT share?
For our everyday business purposes - such as to process your transactions, maintain your account(s), handle a claim, or respond to court orders and legal investigations, or report to credit bureaus	Yes
For our marketing purposes - to offer our products and services to you	No
For joint marketing with other financial companies	No
For our affiliates’ everyday business purposes - information about your transactions and experiences	No
For our affiliates’ everyday business purposes - information about your creditworthiness	No
For our affiliates to market to you	No
For non-affiliates to market to you	No

Definitions:

Affiliates Are companies related by common ownership or control. They can be financial and nonfinancial companies. *WLT does not have affiliates; but does have several business locations and four underwriters. WLT shares information among its business locations and with the underwriter insuring your transaction - Old Republic National Title Insurance Company; Commonwealth Land Title Insurance Company; First American Title Insurance Company; Old Republic National Title Insurance Company; or Westcor Land Title Insurance Company.*

Non-affiliates Are companies not related by common ownership or control. They can be financial and non-financial companies. *WLT does not share with non-affiliates to market to you.*

Joint marketing Is a formal agreement between non-affiliated financial companies that together market financial products or services to you. *WLT does not jointly market.*

Frequently Asked Questions:

How does WLT collect my personal information? We collect your personal and non-personal information: 1) directly from you; 2) automatically when you interact with us; and 3) from third parties, including business parties. *Examples containing personal information:* your driver's license, your mortgage information, and when you make a wire transfer.

How does WLT protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How long does WLT keep my personal information?

We keep your personal information in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Why can't I limit all sharing? Federal law gives you the right to limit only:

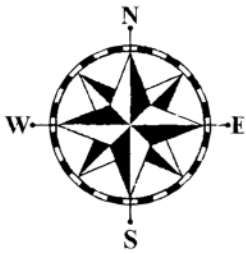
- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Questions?

Contact us at (360) 676-8484, toll free (800) 334-6314, or through our website at www.whatcomtitle.com. Direct written inquiries or complaints by mail to Whatcom Land Title Company, Compliance Department, 2011 Young Street, Suite 102, Bellingham WA, 98225 or electronically at <https://www.whatcomtitle.com/consumer-complaint-intake-form/>.

We may change or update this Privacy Notice from time to time.

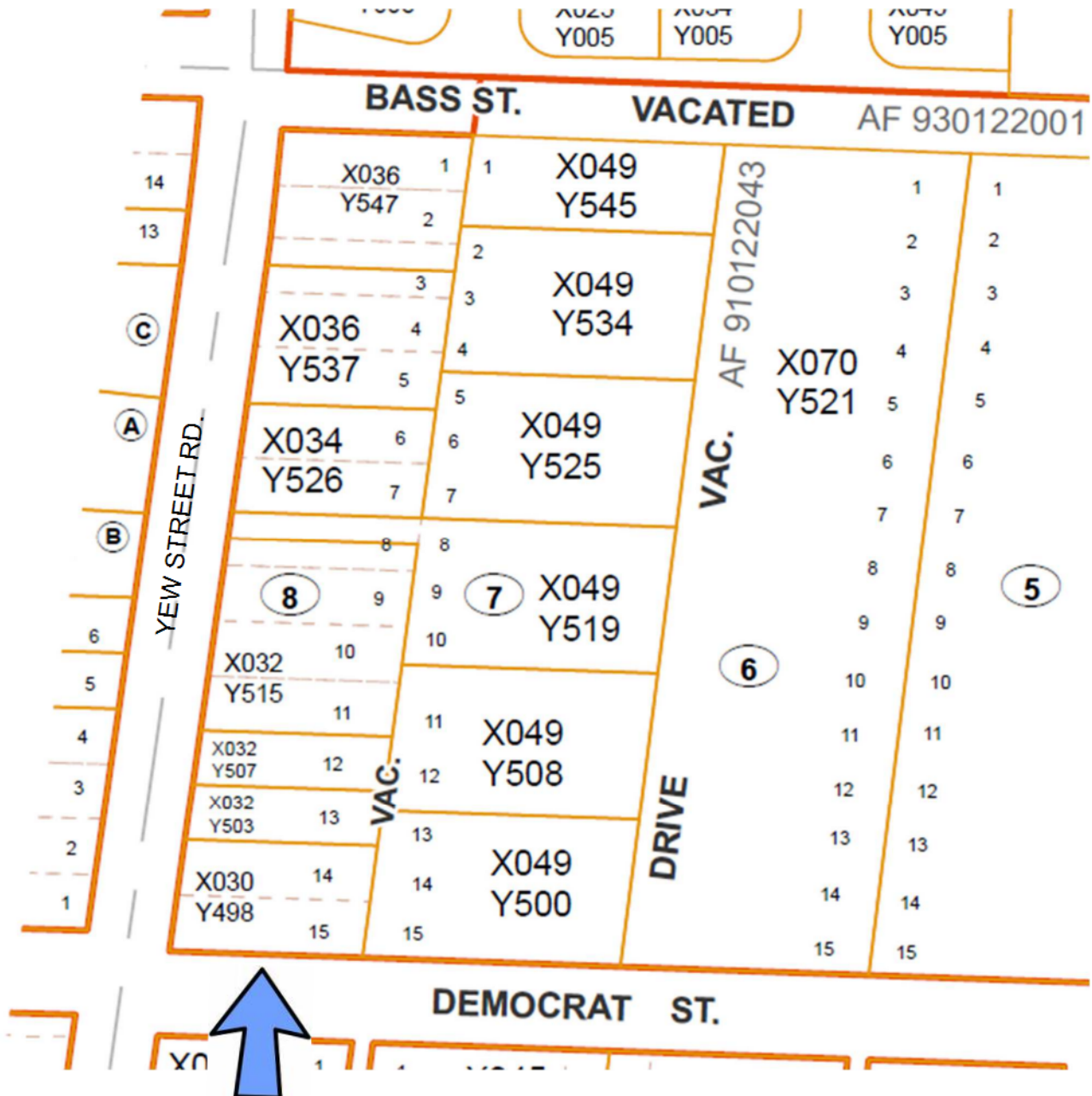


Whatcom Land Title Company, Inc.

2011 Young Street
 Bellingham, Washington 98225
 Phone (360) 676-8484 Toll Free 1-800-334-6314
 Fax (360) 671-0982
 Website www.whatcomtitle.com

W-200592

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