

First American Title Insurance Company

920 5th Avenue, Suite 1250
Seattle, WA 98104

January 30, 2024

Metro Area Title Team

11400 SE 8th Street, Suite 250, Bellevue, WA 98004

Fax No. (425) 635-2101

EastsideTitleTeam@firstam.com

Recording Department

Email: recording.wa@firstam.com

Tim Daniels
tdaniels@firstam.com
(425) 635-2100

Kaylee Colwell
kcolwell@firstam.com
(425) 732-4814

Rebecca Houghton
rhoughton@firstam.com
(425) 305-3547

Order Number: 4209-4134188

Please send all recording packages to 920 5th Avenue, Suite 1250, Seattle, WA 98104

Buyer: To Be Determined

Seller: Buping Wang and Wanqui Yang

Property: 6450 E Mercer Way
Mercer Island, WA 98040

Attached please find the following item(s):

ALTA Commitment for Title Insurance

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 920 5th Avenue, Suite 1250, Seattle, WA 98104
Issuing Office's ALTA® Registry ID:
Commitment Number: 4209-4134188
Issuing Office File Number: 4209-4134188
Property Address: 6450 E Mercer Way, Mercer Island, WA 98040
Revision Number:

SCHEDULE A

1. Commitment Date: January 25, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Basic Rate
Proposed Insured: To Follow
Proposed Amount of Insurance: \$To Follow Premium: \$To Follow Tax: \$To Follow
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Purchase Money Loan Rate
Proposed Insured: To Follow
Proposed Amount of Insurance: \$To Follow Premium: \$To Follow Tax: \$To Follow
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee simple as to Parcel(s) A, an easement as to Parcel(s) B.
4. [The Title is, at the Commitment Date, vested in:](#)

Buping Wang and Wanqiu Yang, a married couple
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

FIRST AMERICAN TITLE INSURANCE COMPANY

Tim Daniels, Title Officer

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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. The marital status of the vested owner described in Paragraph 4 of Schedule A is consistent with the marital status identified in the most current instrument vesting Title. First American Title Insurance Company does not represent that this is the current marital status of the vested owner. The current marital status of the vested owner should be provided to the Company prior to closing. Additional requirements may be imposed based upon any change in marital status since the recording of the current vesting deed.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (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, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code: 1031

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

1.10% of the selling price less than or equal to \$525,000.00

1.28% of the selling price from \$525,000.01 to \$1,525,000.00

2.75% of the selling price from \$1,525,000.01 to \$3,025,000.00

3.00% of the selling price over \$3,025,000.00

Local Excise Tax for City of Mercer Island:

.50% of the selling price

In addition to the Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. General taxes and assessments, if any, for the year 2024, in an amount not yet available, which cannot be paid until the 15th day of February of said year.

Tax Account No.:	3024059004
Assessed Land Value:	\$ 1,279,000.00
Assessed Improvement Value:	\$ 756,000.00

Note: Taxes and charges for 2023 were paid in full in the amount of \$13,968.51.

11. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for sewer, water and public facilities of City of Mercer Island as disclosed by instrument recorded under recording no. [7712060812](#).

12. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Buping Wang and Wanqiu Yang, husband and wife

Grantee/Beneficiary: Wells Fargo Bank, N.A.

Trustee: CW Title

Amount: \$1,800,000.00

Dated: March 29, 2021

Recorded: March 30, 2021

Recording Information: [20210330001589](#)

We note that said Deed of Trust contains an erroneous legal description. If said Deed of Trust is not released in connection with this transaction, it should be re-recorded to correct the legal description.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



13. We note that the Statutory Warranty Deed recorded under Recording No. [20210330001588](#), by which the vestee herein acquired title, contains an erroneous/incomplete legal description. Said instrument should be re-recorded to correct said description.
14. Easement, Exceptions and Reservations contained in Deed:
Purpose: use road and to lay and maintain water pipelines
Recorded: May 23, 1927
Recording No.: [2355301](#)

The interest identified herein has not been examined further and no representation is made as to the current holder of such rights.

15. Right to enter said premises to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining said premises as granted by instrument recorded under Recording Numbers [2990205](#) and [2990210](#).
16. Easement, including terms and provisions contained therein:
Recording Information: [5113737](#)
In Favor of: Water District No. 93
For: Water pipeline
Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.

The interest identified herein has not been examined further and no representation is made as to the current holder of such rights.

17. Easement, including terms and provisions contained therein:
Recording Information: [5417239](#)
In Favor of: Robert T. West
For: Ingress and egress
Affects: The private road lying within the main tract of the property herein described
18. Easement, including terms and provisions contained therein:
Recording Information: 6502352
In Favor of: Gerald Wahlquist and Joan M. Wahlquist, husband and wife
For: Ingress, egress and utilities
Affects: The private road lying within the main tract of the property herein described

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



19. Side sewer easement, including terms and provisions contained therein:
- Location: Along the line as constructed
Width: 4 feet
Recording No.: 6502352
20. The terms and provisions contained in the document entitled "Waiver and Covenant not to Sue on Construction for Steep Slope Slide Prone Areas"
- Recorded: May 01, 1986
Recording No.: [8605010369](#)
21. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. [20170526900002](#).
22. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. [20180604900009](#).
23. Easement, including terms and provisions contained therein:
- Recording Information: [20221208000443](#)
For: Water main
- The interest identified herein has not been examined further and no representation is made as to the current holder of such rights.
24. Easement, including terms and provisions contained therein:
- Recorded: April 28, 2023
Recording Information: [20230428000131](#)
In Favor Of: Puget Sound Energy, Inc., a Washington corporation
For: Electric and/or gas transmission and/or distribution system
25. Easement, including terms and provisions contained therein:
- Recorded: December 13, 2023
Recording Information: [20231213000337](#)
In Favor Of: Puget Sound Energy, Inc., a Washington corporation
For: Electric and/or gas transmission and/or distribution system
26. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



INFORMATIONAL NOTES

A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.

B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.

C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Ptn GL 1 Sec 30 Twp 24N Rge 5E, King County
APN: 3024059004
Property Address: 6450 E Mercer Way, Mercer Island, WA 98040

D. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990. Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.

E. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment:

Recording number [20210330001588](#).

F. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2021 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT A

File No.: 4209-4134188

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

Parcel A:

That portion of the North Half of the North Half of those portions of Government Lot 1 and the Northwest Quarter of the Northeast Quarter of Section 30, Township 24 North, Range 5 East, W.M., in King County, Washington, lying between the North 498.00 feet thereof and the South 471.00 feet thereof, described as follows:

Beginning at the North Quarter corner of said Section 30;
Thence South 01°25'38" West along the West line of the Northeast Quarter of said Section 30, a distance of 498.00 feet;
Thence South 88°32'59" East, parallel to the North line of said Northeast Quarter, 1,646.58 feet to the True Point of Beginning;
Thence South 01°25'38" West 89.64 feet to the North line of Gregory Addition, according to the plat thereof recorded in Volume 72 of Plats, page 69, in King County, Washington;
Thence North 88°35'33" West along said North line 171.49 feet;
Thence North 38°38'53" West 117.36 feet to the South line of said North 498.00 feet;
Thence South 88°35'15" East 251.89 feet to the True Point of Beginning;

Parcel B:

A non-exclusive easement for ingress and egress over that portion of the North Half of the North Half of that portion of the Northwest Quarter of the Northeast Quarter of Government Lot 1, said Section 30, lying between the North 498.00 feet thereof and the South 471.00 feet thereof, described as follows:

Beginning at the North Quarter corner of said Section 30;
Thence South 01°25'38" West along the West line of said Northwest Quarter, 498.00 feet;
Thence South 88°32'59" East, parallel to the North line of said Northeast Quarter, 1,133.27 feet to the True Point of Beginning;
Thence continuing South 88°32'59" East 274.49 feet;
Thence South 38°38'53" East 104.58 feet to the South line of the North 578.00 feet of said Government Lot 1;
Thence South 27°49'11" West 10.91 feet;
Thence North 38°38'53" west 104.52 feet;
Thence North 88°35'33" West 260.25 feet, more or less, to a point from which the True Point of Beginning bears North 41°49'00" West;
Thence North 41°49'00" West 13.76 feet, more or less, to the True Point of Beginning.

Excepting therefrom that portion lying within the above described main Tract.

Situate in the County of King, State of Washington.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

**Commitment for Title Insurance
Washington - 2021 v. 01.00 (07-01-2021)**

3024059004

6450 E Mercer Way
Mercer Island, Washington 98040

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 50170653 (8-29-22)

Page 10 of 14



**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

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 EXTRACONTRACTUAL 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



3. The Company's liability and obligation is limited by and 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

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 is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- 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:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
- The Company is not 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.
- The Company is only liable 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.
- The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- The Company is not liable for the content of the Transaction Identification Data, if any.
- The Company is not 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.
- The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title™

First American Title Insurance Company

920 5th Avenue, Suite 1250
Seattle, WA 98104
Phn - (206)728-0400 (800)826-7718
Fax -

Metro Area Title Team

11400 SE 8th Street, Suite 250, Bellevue, WA 98004

Fax No. (425) 635-2101

EastsideTitleTeam@firstam.com

Recording Department

Email: recording.wa@firstam.com

Tim Daniels
tdaniels@firstam.com
(425) 635-2100

Kaylee Colwell
kcolwell@firstam.com
(425) 732-4814

Rebecca Houghton
rhoughton@firstam.com
(425) 305-3547

File No.: **4209-4134188**

Customer Reference: 6450 E Mercer Way,
Mercer Island, WA 98040

Re: Property Address: **6450 E Mercer Way, Mercer Island, WA 98040**

Supplemental Report 1

Dated: January 31, 2024 at 8:00 A.M.

Commitment/Preliminary Report No. 4209-4134188 dated as of **January 25, 2024** (including any supplements or amendments thereto) relating to the issuance of an American Land Title Association Form Policy is hereby modified and/or supplemented as follows:

Paragraph no.(s) 13 of our Commitment/Preliminary Report has/have been eliminated.

First American Title Insurance Company

Tim Daniels, Title Officer