

## EXHIBIT A

The land referred to is situated in the County of King, City of Mercer Island, State of Washington, and is described as follows:

Lot 2, City of Mercer Island Short Plat Number M.I. 78-10-034, recorded under Recording No. [7812180873](#), being a portion of Lot 1, [ROGER'S HOLLY LANE ADDITION](#), according to the Plat thereof, Recorded in Volume 79 of Plats, Pages 16 and 17, in the King County, Washington;

TOGETHER WITH an Easement for road purposes 16 feet in width over that portion of Lot 3 as described and delineated on City of Mercer Island Short Plat Number M.I. 78-10-034, recorded under Recording No. [7812180873](#), the centerline of said Easement being described as follows:

Beginning at a point on the East line of Lot 4, [ROGER'S HOLLY LANE ADDITION](#), according to the plat thereof recorded in Volume 79 of Plats, pages 16 and 17, records of King County, Washington, which bears North 0°13'08" East 19.00 feet from the Southeast corner of said Lot 4;

THENCE North 86°58'08" East 40.77 feet;

THENCE on a curve to the right, having a radius of 52 feet, a distance of 85.79 feet to a point of compound curvature;

THENCE along the arc of a curve to the right, having a radius of 70 feet, for a distance of 74.53 feet to a Point of Tangency;

THENCE South 62°29'42" West 42.99 feet to a Point of Curvature;

THENCE along the arc of a curve to the left, having a radius of 85 feet, for a distance of 43.90 feet to a Point of Tangency;

THENCE South 32°54'02" West 56.59 feet to a Point of Curvature;

THENCE along the arc of a curve to the right having a radius of 49.10 feet, for a distance of 40.88 feet to a Point of Tangency;

THENCE South 80°36'02" West 24.67 feet to an intersection with the Southeasterly line of Lot 2 of said Short Plat and the terminus of said Centerline;

THENCE side lines of said Easement shall be extended or shortened to terminate at said Southeasterly line;

AND TOGETHER WITH an Easement for Roadway as delineated across Lots 4, 5, 8 and Tract A, and the community tract, all of [ROGER'S HOLLY LANE ADDITION](#), according to the plat thereof recorded in Volume 79 of Plats, pages 16 and 17, records of King County, Washington.

SITUATE in the County of King, State of Washington.

Property Address: 4270 Holly Lane, Mercer Island, WA 98040

**ABBREVIATED LEGAL**

Lot 2, City of Mercer Island Short Plat Number M.I. 78-10-034, Recording No. [7812180873](#), King County, Washington.

Tax Account No. 738900-0010-04



OLD REPUBLIC TITLE, Ltd.

601 Union Street, Suite 1501  
Seattle, WA 98101  
(206) 441-2978 Fax: (206) 374-2416

Attached Commitment Issued for the sole use of:

ISOLA HOMES  
7525 SOUTHEAST 24TH STREET  
SOUTHWEST SUITE 487  
Mercer Island, CA 98040

Attention: NATE ALLEN

Our Order Number 5226020061-SD

Customer Reference LEPAGE LAKE HOUSE LLC

When Replying Please Contact:

Sharon Duncan  
[sduncan@ortc.com](mailto:sduncan@ortc.com)  
(206) 441-2978

Property Address:

4270 Holly Lane, Mercer Island, WA 98040

See Attached Commitment to Insure



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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, Old Republic National 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:  
Old Republic Title, Ltd.  
19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111  
[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

Authorized Officer or Agent

By  President  
Attest  Secretary

*This page is only a part of a 2021 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.*

## 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.
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 is not 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.

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- b. 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.
- c. 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.
- d. 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.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. 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.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**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 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 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.

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## SCHEDULE A

### COMMITMENT

1. Commitment Date: February 21, 2025, at 8:00 AM
  
2. Policy or Policies to be issued:  
  
ALTA Homeowner's Policy of Title Insurance - 2021  
Amount: Amount to come.  
Rate: Homeowners  
Proposed Insured: Purchaser for value from the vested owner herein  
  
ALTA Loan Policy of Title Insurance - 2021  
Amount: Amount to come.  
Rate: Lender's Insurance  
Proposed Insured: To be determined
  
3. The estate or interest in the Land at the Commitment Date is:  
Fee Simple as to the Land, and Easement rights only as described in Schedule A.
  
4. The Title is, at the Commitment Date, vested in:  
LEPAGE LAKE HOUSE LLC
  
5. The Land is described as follows:  
See Legal Description Exhibit.

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## SCHEDULE B – PART I

### COMMITMENT

### REQUIREMENTS

All of the following Requirements must be met:

- A. 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.
  - B. Pay the agreed amount for the estate or interest to be insured.
  - C. Pay the premiums, fees, and charges for the Policy to the Company.
  - D. 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.
1. Appropriate items must be released, satisfied or reconveyed by means satisfactory to us.
  2. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the completed Power of Attorney form should be submitted for review prior to closing.

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## SCHEDULE B – PART II

### COMMITMENT

#### EXCEPTIONS FROM COVERAGE

**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:

- A. 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.
  
- 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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
  
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
  
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
  
- 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.

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6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
  
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
  
8. Covenants, conditions, restrictions, easements, provisions dedications and matters delineated or disclosed by the plat of Rogers' Holly Lane Addition, recorded [in Official Records under Recording Number 5987739](#). Refer to the plat for full particulars.
  
9. Terms and provisions as contained in an instrument,
 

Entitled	:	City of Mercer Island Short Plat Number M.I. 78-10-034
Recorded	:	<a href="#">December 18, 1978 in Official Records under Recording Number 7812180873</a>
  
10. Terms and provisions as contained in an instrument,
 

Entitled	:	Affidavit in Support of Accessory Dwelling Unit Permit
Recorded	:	<a href="#">October 3, 2012 in Official Records under Recording Number 20121003001611</a>
  
11. Terms and provisions as contained in an instrument,
 

Entitled	:	Agreement for Tieback Anchor System Easement
Dated	:	November 5, 2012
Recorded	:	<a href="#">November 20, 2012 in Official Records under Recording Number 20121120001149</a>

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12. Terms and provisions as contained in an instrument,

Entitled : Agreement for Tieback Anchor System Easement  
Dated : November 5, 2012  
Recorded : [November 20, 2012 in Official Records under Recording Number 20121120001150](#)

13. Terms and provisions as contained in an instrument,

Entitled : Indemnification and Hold Harmless Agreement  
Dated : August 14, 2012  
Recorded : [December 3, 2012 in Official Records under Recording Number 20121203000798](#)

14. Terms and provisions as contained in an instrument,

Entitled : Indemnification and Hold Harmless Agreement  
Dated : October 22, 2013  
Recorded : [December 9, 2013 in Official Records under Recording Number 20131209000505](#)

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Puget Sound Energy, Inc., a Washington corporation  
For : To construct, operate, maintain, repair, replace, improve, remove and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity  
Recorded : [October 9, 2014 in Official Records under Recording Number 20141009000430](#)  
Affects : Portion of said Premises

16. Matters as contained or referred to in an instrument,

Entitled : Survey  
Recorded : [October 28, 2021 in Official Records under Recording Number 20211028900007](#)

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17. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or any portion thereof.
18. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Lake Washington, if it is navigable.
19. Rights of the public to unrestricted use of a navigable body of water including, but not limited to navigation, recreational use, and fishing, whether or not the level of the water has been raised or lowered naturally or artificially to a maintained or fluctuating level.
20. Lien of Real Estate Excise Sale Tax upon any sale of said premises, as established by the Washington State Department of Revenue.

Confirm the current rate by contacting the following prior to closing:

Name of Agency : King County Records and Election Division, Excise Tax  
Department  
Telephone Number : (206) 477-6620

21. GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

Year : 2025  
Amount Billed : \$147,647.99  
Amount Paid : \$0.00  
Tax Account No. : 738900-0010-04  
Levy Code : 1031

Assessed Valuation

Land : \$9,677,000.00  
Improvements : \$12,883,000.00

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

Amount : \$7,296,000.00  
Trustor/Borrower : Lepage Lake House LLC  
Trustee : CW Title  
Beneficiary/Lender : Wells Fargo Bank, N.A.  
Dated : October 19, 2020  
Recorded : [October 23, 2020 in Official Records under Recording Number 20201023002077](#)

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

Amount : \$3,000,000.00  
Trustor/Borrower : LePage Lake House, LLC  
Trustee : First American Title Insurance Co.  
Beneficiary/Lender : Umpqua Bank  
Dated : July 8, 2022  
Recorded : [July 12, 2022 in Official Records under Recording Number 20220712000102](#)

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

24. 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.

25. Title is to vest in persons not yet revealed, and when so vested will be subject to matters disclosed by a search of the records against their names.

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26. The following requirements must be satisfied with respect to LEPAGE LAKE HOUSE, LLC, a Washington Limited Liability Company:
1. A Copy of the Limited Liability Agreement and any amendments thereto must be submitted for our review.
  2. Proof that the Certificate of Formation has been filed with the Washington State Secretary of State's Office in accordance with statute and that the LLC is in good standing.
  3. All members must sign any conveyance or mortgage document unless the Agreement gives specific authority to one or more members to sign.

----- Informational Notes -----

A.

**NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this ALTA Commitment report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

- B. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

NONE

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

Instrument

Entitled : Statutory Warranty Deed  
By/From : Ka Hung Lau and Yuk Ping Lau, husband and wife, and Kim Lau, a married man, as his sole and separate property, and David Lau, an unmarried individual  
To : LePage Lake House, LLC  
Dated : October 24, 2011  
Recorded : [October 26, 2011 in Official Records under Recording Number 20111026001469](#)

- C. Short Term Rate ("STR") applies (but may be precluded or limited by application of the above shown section(s) of our Schedule of Fees and Charges.)
- D. NOTE: This report covers land which was identified by street address and/or tax parcel number(s) – assessor's parcel number(s) when the order was opened.
- E. If you would like the Company to act as Trustee in a proposed Deed of Trust, please note that Old Republic Title, Ltd. may act as Trustee of a Deed of Trust under RCW 61.24.010(1).

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F. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 38-18-010 and RCW 65-04-015. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Documents for King, Snohomish and Pierce Counties should be delivered to our Lynnwood office at 19020 33rd Ave W #360, Lynnwood WA 98036.

LAST RELEASE TIMES:

<u>E-RECORDING:</u>	<u>REGULAR RECORDING:</u>
King County: Non-Excise Only, 3:25 p.m.	2:25 p.m.
Pierce County: Both Excise and Non-Excise 3:25 p.m.	n/a
Snohomish County: Both Excise and Non-Excise	
3:25 p.m. Monday through Thursday	2:25 p.m.
2:55 p.m. Friday	1:55 p.m.

Transactions that include the payment of excise tax must include the excise tax check payable to Old Republic Title, Ltd.

Please allow sufficient time for your documents to be reviewed and processed. Our last run to King County leaves at 1:40 p.m. Monday through Friday.

G. 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.

For further information please contact the King County Wastewater Treatment Division at: (206)-296-1450.

H. NOTE: The ALTA 22 (CLTA 116) may describe the improvements as a Single Family Residence known as 4270 Holly Lane, Mercer Island, WA 98040.

KSS

*This page is only a part of a 2021 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.*

## LEGAL DESCRIPTION EXHIBIT

The land referred to is situated in the County of King, City of Mercer Island, State of Washington, and is described as follows:

Lot 2, City of Mercer Island Short Plat Number M.I. 78-10-034, recorded under Recording No. [7812180873](#), being a portion of Lot 1, [ROGER'S HOLLY LANE ADDITION](#), according to the Plat thereof, Recorded in Volume 79 of Plats, Pages 16 and 17, in the King County, Washington;

TOGETHER WITH an Easement for road purposes 16 feet in width over that portion of Lot 3 as described and delineated on City of Mercer Island Short Plat Number M.I. 78-10-034, recorded under Recording No. [7812180873](#), the centerline of said Easement being described as follows:

Beginning at a point on the East line of Lot 4, [ROGER'S HOLLY LANE ADDITION](#), according to the plat thereof recorded in Volume 79 of Plats, pages 16 and 17, records of King County, Washington, which bears North 0°13'08" East 19.00 feet from the Southeast corner of said Lot 4;

THENCE North 86°58'08" East 40.77 feet;

THENCE on a curve to the right, having a radius of 52 feet, a distance of 85.79 feet to a point of compound curvature;

THENCE along the arc of a curve to the right, having a radius of 70 feet, for a distance of 74.53 feet to a Point of Tangency;

THENCE South 62°29'42" West 42.99 feet to a Point of Curvature;

THENCE along the arc of a curve to the left, having a radius of 85 feet, for a distance of 43.90 feet to a Point of Tangency;

THENCE South 32°54'02" West 56.59 feet to a Point of Curvature;

THENCE along the arc of a curve to the right having a radius of 49.10 feet, for a distance of 40.88 feet to a Point of Tangency;

THENCE South 80°36'02" West 24.67 feet to an intersection with the Southeasterly line of Lot 2 of said Short Plat and the terminus of said Centerline;

THENCE side lines of said Easement shall be extended or shortened to terminate at said Southeasterly line;

AND TOGETHER WITH an Easement for Roadway as delineated across Lots 4, 5, 8 and Tract A, and the community tract, all of [ROGER'S HOLLY LANE ADDITION](#), according to the plat thereof recorded in Volume 79 of Plats, pages 16 and 17, records of King County, Washington.

SITUATE in the County of King, State of Washington.

Property Address: 4270 Holly Lane, Mercer Island, WA 98040

**ABBREVIATED LEGAL**

Lot 2, City of Mercer Island Short Plat Number M.I. 78-10-034, Recording No. [7812180873](#), King County, Washington.

Tax Account No. 738900-0010-04

Exhibit I

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE – 2021**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE – 2021**

**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Exhibit I

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE – 2021**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE – 2021**  
**(Continued)**

**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.

Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risks 16, 18, 19, and 21:

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

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE – 2021**

**EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE – 2021  
(Continued)**

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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 are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

 <b>OLD REPUBLIC TITLE</b>	
<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>

<b>Why?</b>	Financial companies 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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		



# OLD REPUBLIC TITLE & ESCROW, Ltd.

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