



*First American*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1012840-WA1

## 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 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, ***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 Policy Amount 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***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 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; Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 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

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1012840-WA1

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Issuing Office's ALTA® Registry ID:  
Commitment No.: NCS-1012840-WA1  
Property Address: 3230 International Place, Dupont, WA 98327  
Revision No.: 01

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104  
Reference No.: APN #300039-0011  
Issuing Office File No.: NCS-1012840-WA1  
Escrow Officer Name: Jean Couch  
Escrow Officer Number: (206)615-3118  
Escrow Officer Email: jcouch@firstam.com  
Escrow Assistant Name: Willa Sweeney  
Escrow Assistant Number: (206)615-2812  
Escrow Assistant Email: wsweeney@firstam.com  
Title Officer Name: Jen Modjeska  
Title Officer Number: (206)615-3270  
Title Officer Email: jmodjeska@firstam.com

### SCHEDULE A

1. Commitment Date: July 23, 2020 at 8:00 AM

2. Policy to be Issued:

	Amount	Premium	Tax
	\$To Be	\$To Be	\$To Be
(a) <input checked="" type="checkbox"/> 2006 ALTA® Standard Owner's Policy	Determined	Determined	Determined
Proposed Insured: To Be Determined			
(b) <input type="checkbox"/> ALTA® Policy	\$	\$	\$
Proposed Insured:			
(c) <input type="checkbox"/> ALTA® Policy	\$		
Proposed Insured:			

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple as to Parcel A, an Easement as to Parcel B

4. The Title is, [at the Commitment Date, vested in:](#)

Northwest Logistics Industrial Holdings, LLC, a Delaware limited liability company

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

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## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1012840-WA1

#### **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.

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## Schedule BI & BII (Cont.)

## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

File No: NCS-1012840-WA1

### 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:

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, interests, 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; 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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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**SCHEDULE B - SECTION 2  
(continued)  
SPECIAL EXCEPTIONS**

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:055

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 \$500,000.00
- 1.28% of the selling price from \$500,000.01 to \$1,500,000.00
- 2.75% of the selling price from \$1,500,000.01 to \$ 3,000,000.00
- 3.00% of the selling price over \$3,000,000.00

Local Excise Tax for DuPont

.50% of the selling price

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

10. General Taxes for the year 2020.

Tax Account No.:	300039-001-1
Amount Billed:	\$ 381,344.73
Amount Paid:	\$ 190,672.36
Amount Due:	\$ 190,672.37
Assessed Land Value:	\$ 17,538,400.00
Assessed Improvement Value:	\$ 18,748,300.00

11. 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 and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

12. Reservations and exceptions, including the terms and conditions thereof, and as noted on that certain Survey, Job No. 15494, prepared by Brian D. Gillooly, RPLS No. 46315, of Barghausen Consulting Engineers, Inc., dated September 26, 2018, last revised December 14, 2018:

Reserving: Minerals and Right of Way  
Reserved By: Weyerhaeuser Company

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Recorded: January 26, 1989  
 Recording Information: [8901260100](#)

Document(s) declaring modifications thereof recorded May 13, 1994 as Recording No. [9405130746](#) of Official Records; said modification includes the following language:

Grantor, its successors and assigns, will not occupy or use the surface of said land and will not do any development, excavation or mining within a vertical depth of 500 feet.

13. Easement, including terms and provisions contained therein:  
 Recording Date: December 18, 1989  
 Recording Information: [8912180215](#)  
 In Favor of: Puget Sound Power & Light Company  
 For: Electric Transmission and/or Distribution Line  
 Affects: as described therein.

The above document was re-recorded April 12, 1990 in/as Recording No. [9004120162](#) of Official Records.

14. Easement, including terms and provisions contained therein:  
 Recording Date: December 23, 1991  
 Recording Information: [9112230168](#)  
 In Favor of: City of Dupont  
 For: Landscaping  
 Affects: as described therein.

15. Covenants, conditions, restrictions and/or easements:

Recorded: August 24, 1992  
 Recording No.: [9208240297](#)

Document(s) declaring modifications thereof recorded January 10, 1995, March 15, 1995, January 9, 1996, January 26, 1996, March 12, 1996, September 11, 1996, December 24, 1996, October 17, 1997, March 17, 1998, July 7, 1998, December 20, 1999, November 8, 2000, January 8, 2002, September 18, 2002, April 4, 2003, April 16, 2003, August 25, 2003, December 21, 2007, August 15, 2008, October 6, 2010 and October 27, 2010 as Recording No. [9501100462](#), [9503150368](#), [9601090368](#), [9601260346](#), [9603120707](#), [9609110555](#), [9612240420](#), [9710170646](#), [9803170310](#), [9807070025](#), [9912200109](#), [200011080374](#), [200201080843](#), [200209180938](#), [200304041434](#), [200304160284](#), [200308250162](#), [200712210490](#), [200808150280](#), [201010060495](#) and [201010270197](#) of Official Records.

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16. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Plat of Northwest Landing Industrial Park Division 1 recorded September 9, 1996 under Recording No. [9609090634](#), in Pierce County, Washington.
17. Terms, covenants, conditions, restrictions and easements as contained in recorded Lot Line Adjustment (Boundary Line Revision) BLA 02-01:  
Recorded: October 24, 2002  
Recording Information: [200210245003](#)
18. Terms, covenants, conditions, restrictions and easements as contained in recorded Lot Line Adjustment (Boundary Line Revision) BLA- LEE 06-01:  
Recorded: March 21, 2007  
Recording Information: [200703215009](#)
19. Easement, including terms and provisions contained therein:  
Recording Date: June 20, 2008  
Recording Information: [200806200647](#)  
In Favor of: Puget Sound Energy, Inc  
For: One or More Utility Systems  
Affects: as described therein.
20. Easement, including terms and provisions contained therein:  
Recording Date: January 10, 1995  
Recording Information: [9501100464](#)  
In Favor of: Northwest Landing Commercial Owners Association  
For: Sign  
Affects: as described therein.
- Document(s) declaring modifications thereof recorded February 22, 1999, July 1, 2009 and August 20, 2010 as Recording Nos. [9902220495](#), [200907010132](#) and [201008200408](#) of Official Records.
21. Provisions of the Articles of Incorporation and By-Laws of the Northwest Landing Commercial Owners Association, and any tax, fee, assessments or charges as may be levied by said association:  
Recorded: September 9, 1996  
Recording No.: [9609090634](#)
22. Terms, covenants, conditions, restrictions and easements as contained in recorded Lot Line Adjustment (Boundary Line Revision) No. LLE 15-01 :  
Recorded: March 13, 2015  
Recording Information: [201503130126](#)

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23. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Barghausen Consulting Engineers, Incorporated on September 26, 2018, last revised December 14, 2018, designated 15494:  
(A) Landscaping on the northwesterly portion of the subject property meanders along the property line by various distances.
24. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: Northwest Logistics Industrial Holdings, LLC, a Delaware limited liability company  
Grantee/Beneficiary: Texas Capital Bank, National Association  
Trustee: First American Title Insurance Company  
Amount: \$36,093,803.00  
Recorded: December 21, 2018  
Recording Information: [201812210389](#)
25. Assignment of leases and/or rents and the terms and conditions thereof:  
Assignor: Northwest Logistics Industrial Holdings, LLC, a Delaware limited liability company  
Assignee: Texas Capital Bank, National Association, and its successors and assigns  
Recorded: December 21, 2018  
Recording Information: [201812210390](#)
26. A financing statement recorded December 21, 2018 as Recording No. [201812210391](#) of Official Records.  
Debtor: Northwest Logistics Industrial Holdings, LLC  
Secured party: Texas Capital Bank, National Association
27. Easement, including terms and provisions contained therein:  
Recording Date: May 14, 2019  
Recording Information: [201905140555](#)  
In Favor of: Puget Sound Energy, Inc., a Washington corporation  
For: Transmission, distribution and sale of gas and electricity  
Affects: as described therein.
28. Evidence of the authority of the individual(s) to execute the forthcoming document for Northwest Logistics Industrial Holdings, LLC, a Delaware limited liability company, copies of the current operating agreement should be submitted prior to closing.
29. Title to vest in an incoming owner whose name is not disclosed. Such name must be furnished to us so that a name search may be made.
30. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

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- 31. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.
- 32. The terms, provisions and easement(s) contained in the document entitled "Conservation Easement Agreement (for Oak Tree Protection Areas) City of DuPont Reference Number: PLNG2018-012" recorded July 21, 2020 as Recording No. [202007210457](#) of Official Records.
- 33. The terms and provisions contained in the document entitled "City of DuPont Agreement for Inspection and Maintenance of Privately Maintained Storm Drainage Facilities" recorded July 21, 2020 as Recording No. [202007210467](#) of Official Records.
- 34. Easement, including terms and provisions contained therein:
  - Recording Date: July 21, 2020
  - Recording Information: [202007210472](#)
  - In Favor of: City of DuPont, a municipal corporation, its successors and assigns
  - For: construction, improvement, maintenance, and repair of underground utilities, including but not limited to underground water, storm drainage, and other appurtenant structures
  - Affects: as described therein.

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<b>INFORMATION NOTES</b>
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- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
  
- 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 standard requirements. The full text of the description must appear in the document (s) to be insured.

Resultant Parcel, City of DuPont Lot Combination No. LLE 15-01, Rec. [201503130126](#)


APN: 300039-001-1

- D. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

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 <p><b>Exhibit A</b></p>	<p>ISSUED BY  <b>First American Title Insurance Company</b></p> <p>File No: NCS-1012840-WA1</p>
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The Land referred to herein below is situated in the County of Pierce, State of Washington, and is described as follows:

**PARCEL A:**

RESULTANT PARCEL, CITY OF DUPONT LOT COMBINATION NO. LLE 15-01, RECORDED MARCH 13, 2015 UNDER RECORDING NO. [201503130126](#), RECORDS OF PIERCE COUNTY, WASHINGTON.

**PARCEL B:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED BY INSTRUMENT RECORDED MAY 17, 2006 UNDER RECORDING NO. [200605170142](#) AND AS DELINEATED ON SAID BOUNDARY LINE ADJUSTMENT RECORDED MARCH 21, 2007 UNDER RECORDING NO. [200703215009](#), IN PIERCE COUNTY, WASHINGTON.

*This page is only a part of a 2016 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; Schedule B, Part II-Exceptions.*

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