



Issued by

*First American Title Insurance Company*

*920 Fifth Avenue, Suite 1200, Seattle, WA 98104*

*Title Officer: Terri Nugent*

*Phone: (206)615-3150*

*FAX:*



## ***First American Title Insurance Company***

***National Commercial Services***

920 Fifth Avenue, Suite 1200, Seattle, WA 98104

(206)615-3150 - (800)526-7544 FAX

Terri Nugent

(206)615-3041

tnugent@firstam.com

### **SUBDIVISION GUARANTEE**

|           |    |          |        |                     |   |
|-----------|----|----------|--------|---------------------|---|
| LIABILITY | \$ | 2,000.00 |        | ORDER NO.:          | NCS-1257422-WA1   |
| FEE       | \$ | 750.00   | TAX \$ | To Be<br>Determined | YOUR REF.:<br>Bastyr University, a<br>Washington Nonprofit<br>Corporation |

**First American Title Insurance Company**  
a Corporation, herein called the Company

Subject to the Liability Exclusions and Limitations set forth below and in Schedule A.

### **GUARANTEES**

McCullough Hill PLLC

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### **LIABILITY EXCLUSIONS AND LIMITATIONS**

1. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.
3. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

Dated: April 1, 2025 at 7:30 A.M.

## SCHEDULE A

The assurances referred to on the face page are:

A. Title is vested in:

Bastyr University, a Washington Nonprofit Corporation

- B. That according to the Company's title plant records relative to the following described real property (including those records maintained and indexed by name), there are no other documents affecting title to said real property or any portion thereof, other than those shown below under Record Matters.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Washington.
4. Documents pertaining to mineral estates.

### DESCRIPTION:

Parcel A:

That portion of the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24; All in Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Northwest corner of said Section 24;  
Thence South 89°24'05" East along the North line thereof, a distance of 933.83 feet to the Southwesterly margin of Juanita Drive Northeast (Kenmore-Juanita Road No. 2602);  
Thence South 29°19'28" East along said Southwesterly margin, a distance of 76.37 feet to a point designated as Point "A" for the purposes of this description;  
Thence continuing South 29°19'28" East along said Southwesterly margin, a distance of 100.38 feet to the True Point of Beginning of the herein described tract;  
Thence continuing South 29°19'28" East along said Southwesterly margin, a distance of 285.35 feet to a point of a curve;  
Thence Southeasterly continuing along said Southwesterly margin along the arc of a curve to the right, said curve having a radius of 925.37 feet through a central angle of 18°00'00", a distance of 290.71 feet;  
Thence South 11°19'28" East continuing along said Southwesterly margin, a distance of 55.60 feet;  
Thence South 78°40'32" West, a distance of 524.10 feet;  
Thence South 21°28'40" East, a distance of 98.71 feet;  
Thence South 19°27'10" West, a distance of 898.00 feet;  
Thence South 56°20'10" West, a distance of 61.00 feet;  
Thence North 31°16'50" West, a distance of 101.00 feet;  
Thence North 53°36'40" West, a distance of 350.00 feet;  
Thence South 85°22'30" West, a distance of 62.00 feet;  
Thence South 16°50'30" West, a distance of 139.00 feet;  
Thence South 79°47'00" West, a distance of 208.00 feet;  
Thence South 23°20'20" West, a distance of 234.00 feet;

Thence West, a distance of 130.00 feet;  
Thence North 46°52'20" West, a distance of 103.00 feet;  
Thence North 22°36'00" West, a distance of 265.00 feet;  
Thence North 05°14'40" West, a distance of 382.00 feet;  
Thence North 06°23'40" East, a distance of 470.00 feet;  
Thence North 34°18'40" East, a distance of 467.32 feet;  
Thence South 55°41'20" East, a distance of 130.00 feet;  
Thence North 34°18'40" East, a distance of 360.00 feet to a point of curve;  
Thence Northerly and Easterly along the arc of a curve to the right, said curve having a radius of 90.00 feet through a central angle of 69°41'20", a distance of 109.47 feet;  
Thence South 76°00'00" East, a distance of 492.15 feet to a point of curve;  
Thence Easterly along the arc of a curve to the left, said curve having a radius of 580.00 feet through a central angle of 38°21'30", a distance of 388.30 feet;  
Thence North 65°38'30" East, a distance of 149.32 feet to the True Point of Beginning.

Parcel B:

Together with an easement for ingress and egress as disclosed by Recording Number [7711180836](#) recorded November 18, 1977.

APN: 242604-9007-02

RECORD MATTERS:

1. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the 2025 County Tax Rolls, as tax account no. 242604-9007-02, are exempt.

We note Special Charges for the year 2025 in the amount of \$77,164.51, of which \$0.00 has been paid. Balance due: \$77,164.51.

2. 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.

3. The terms and provisions contained in the document entitled "Declaration of Covenant, Public Supply" recorded February 06, 1976 as Recording No. [7602060589](#) of Official Records.

4. Easement, including terms and provisions contained therein:

Recording Date: November 14, 1977  
Recording Information: [7711140908](#)  
In Favor of: Puget Sound Energy, Inc., a Washington corporation  
For: Electric transmission and/or distribution system  
Affects: as described therein.

5. Easement, including terms and provisions contained therein:

Recording Date: March 11, 1986  
Recording Information: [8603110610](#)  
In Favor of: Northeast Lake Washington Sewer and Water District  
For: Water lines and incidental purposes  
Affects: as described therein.

6. Easement, including terms and provisions contained therein:

Recording Date: April 14, 1986  
Recording Information: [8604140786](#)  
In Favor of: Northeast Lake Washington Sewer and Water District  
For: Water lines and incidental purposes  
Affects: as described therein.

7. Easement, including terms and provisions contained therein:

Recording Date: May 18, 1988  
Recording Information: [8805180738](#)  
In Favor of: King County  
For: Drainage facility and incidental purposes  
Affects: as described therein.

8. Easement, including terms and provisions contained therein:

Recording Date: May 18, 1988  
Recording Information: [8805180739](#)

In Favor of: King County  
For: Slopes and incidental purposes  
Affects: as described therein.

9. Easement, including terms and provisions contained therein:

Recording Date: September 09, 1991  
Recording Information: [9109090491](#)  
In Favor of: Puget Sound Energy, Inc., a Washington corporation  
For: Electric transmission and/or distribution system  
Affects: as described therein.

10. Lease made by Sheldan Haber of Bastyr University, lessor, to Majorco, LP, a Delaware limited partnership, lessee, for a term of 5 years, and the covenants and conditions as therein contained, as disclosed by Memorandum of Lease dated February 20, 1996, and recorded May 28, 1996 as document no. [9605280098](#).

Said document contains an erroneous legal description.

Said lease, among other things provides for an option to renew for a period of four (4) additional five (5) year.

Document(s) declaring modifications thereof recorded August 10, 2006 as Recording No. [20060810000323](#) of Official Records.

11. Lease made by Bastyr University, lessor, to Western PCS BTA I Corporation, lessee, for a term of 5 years, and the covenants and conditions as therein contained, as disclosed by Memorandum of Lease dated June 19, 1997, and recorded May 21, 1998 as document no. [9805210476](#).

Said document contains an erroneous legal description.

Said lease, among other things provides for an option to renew for a period of five additional five-year terms.

12. Lease made by Bastyr University, a Washington non-profit corporation, lessor, to AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc, a Delaware corporation, lessee, for a term of five (5) years, and the covenants and conditions as therein contained, as disclosed by Memorandum of Lease dated February 07, 2003, and recorded March 20, 2003 as document no. [20030320001996](#).

Said document contains an erroneous legal description.

Said lease, among other things provides for an option to renew for a period of five (5) successive five (5) year.

13. Lease made by Bastyr University, a Washington non-profit corporation, lessor, to AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, lessee, for a term of five (5) years, and the covenants and conditions as therein contained, as disclosed by Memorandum of Lease dated February 07, 2003, and recorded March 20, 2003 as document no. [20030320002785](#).

Said document contains an erroneous legal description.

Said lease, among other things provides for an option to renew for a period of five (5) successive five (5) year.

14. Easement, including terms and provisions contained therein:  
Recording Date: August 13, 2009  
Recording Information: [20090813000356](#)  
In Favor of: Puget Sound Energy, Inc., a Washington corporation  
For: Electric transmission and/or distribution system  
Affects: as described therein.
15. Easement, including terms and provisions contained therein:  
Recording Date: April 14, 2010  
Recording Information: [20100414000646](#)  
In Favor of: Northshore Utility District  
For: Water lines and appurtenances and incidental purposes  
Affects: as described therein.
16. Easement, including terms and provisions contained therein:  
Recording Date: April 14, 2010  
Recording Information: [20100414000647](#)  
In Favor of: Northshore Utility District  
For: Sanitary sewers and appurtenances and incidental purposes  
Affects: as described therein.
17. The terms and provisions contained in the document entitled "Sensitive Area Notice" recorded June 10, 2010 as Recording No. [20100610000782](#) of Official Records.
18. Easement, including terms and provisions contained therein:  
Recording Date: December 13, 2010  
Recording Information: [20101213001522](#)  
In Favor of: Comcast of California/Colorado/Washington I, Inc.  
For: Broadband communications and incidental purposes  
Affects: as described therein.
19. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: Bastyr University, a Washington nonprofit corporation  
Grantee/Beneficiary: Firstar Realty L.L.C., an Illinois limited liability company  
(together with any and all of its successors, participants and assigns)  
Trustee: U.S. Bank Trust Company, N.A., a national banking association  
Amount: \$24,230,000.00  
Recorded: June 21, 2012  
Recording Information: [20120621000272](#)

According to the public records, the beneficial interest under the deed of trust was assigned to Washington Higher Education Facilities Authority, a public body corporate and politic and an instrumentality of the State of Washington by assignment recorded June 21, 2012 as Recording No. [20120621000273](#) of Official Records.

According to the public records, the beneficial interest under the deed of trust was collaterally assigned to Firststar Realty L.L.C., an Illinois limited liability company by assignment recorded June 21, 2012 as Recording No. [20120621000274](#) of Official Records.

Said document was not executed by the correct parties of record.

A document recorded March 30, 2021, February 23, 2022, July 6, 2022, December 19, 2022, March 30, 2023, July 6, 2023, April 11, 2024, August 6, 2024, and November 15, 2024 as Recording Nos. [20210330000127](#), [20220223000866](#), [20220706001601](#), [20221219000667](#), [20230330000628](#), [20230706000787](#), [20240411000266](#), [20240806000403](#), and [20241115000918](#) of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

20. The terms and provisions contained in the document entitled "The City of Kenmore and Bastyr University Development Agreement Extending the Bastyr University Master Plan" recorded July 10, 2015 as Recording No. [20150710000168](#) of Official Records.
21. Easement, including terms and provisions contained therein:  
Recording Date: October 21, 2016  
Recording Information: [20161021000344](#)  
In Favor of: New Cingular Wireless PCS, LLC, a Delaware limited liability company, for the benefit of its successors, assigns, lessees, contractors and agents  
For: to install, remove, replace, maintain, and operate the utilities, cabling, fixtures, and equipment as reasonably necessary for Grantee's operation of its equipment and utilities related to Grantee's wireless communications facilities that are located on the Property; and a right of access, including pedestrian and vehicular access, to allow Grantee, its agents, or the servicing utility company to install, remove, replace, maintain, and operate the Utilities as reasonably necessary for Grantee's operation of its equipment and utilities.  
Affects: as described therein.
22. Easement, including terms and provisions contained therein:  
Recording Date: October 04, 2019  
Recording Information: [20191004000715](#)  
In Favor of: City of Kenmore, a Municipal Corporation  
For: the use of the public, an easement and privilege to construct and maintain cuts and/or fills for slopes  
Affects: as described therein.
23. Matters that may be disclosed upon recordation of final subdivision.



|                            |
|----------------------------|
| <b>INFORMATIONAL NOTES</b> |
|----------------------------|

- A. 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 premises and First American expressly disclaims any liability which may result from reliance made upon it.

### **SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

1. Except to the extent that specific assurance are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in this Guarantee.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

### **GUARANTEE CONDITIONS AND STIPULATIONS**

#### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in this Guarantee, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in this Guarantee, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records" : records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

#### **2. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### **3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

#### **4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### **5. Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the Loss or Damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

**8. Limitation of Liability.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way. Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)