495 W Spruce Street
Sequim, WA 98382
www.olypentitle.com

Phone: 360-683-4179
Fax: 844-513-2400

Prepared For:

Olympic Peninsula Title Company
495 W Spruce Street
Sequim, WA 98382

Order No.: **129945-DF**
Reference: **Sequim Avenue, LLC/Bell Creek Investments, LLC**
cc: **-**
cc: **-**

By: _____
Beth Carter, Title Officer

For Service on this order call: Dawn Fleming at Sequim 360-683-4179
OR send E-Mail message to: dawnf@olypentitle.com

SUPPLEMENTAL TITLE REPORT NO. 2

The following matters affect the property covered by this order:

Policy or Policies to be issued:

a. ALTA Owners Policy (07/01/2021) [redacted]

Proposed Insured: **Bell Creek Investments, LLC, a Washington Limited Liability Company**

Schedule B Part II is amended to add the following:

1. WE ARE INFORMED THAT BELL CREEK INVESTMENTS LLC IS A LIMITED LIABILITY COMPANY (LLC). A COPY OF THE DUPLICATE ORIGINAL OF THE FILED LLC CERTIFICATE OF FORMATION, THE LLC AGREEMENT, AND ALL SUBSEQUENT MODIFICATIONS OR AMENDMENTS MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

   ANY CONVEYANCE OR MORTGAGE BY SAID LIMITED LIABILITY COMPANY (LLC), MUST BE EXECUTED BY ALL THE MEMBERS OR EVIDENCE SUBMITTED THAT CERTAIN DESIGNATED MEMBERS OR MANAGERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.

EXCEPT AS TO THE MATTERS REPORTED HEREINABOVE, THE TITLE TO THE PROPERTY COVERED BY THIS ORDER HAS NOT BEEN REEXAMINED.

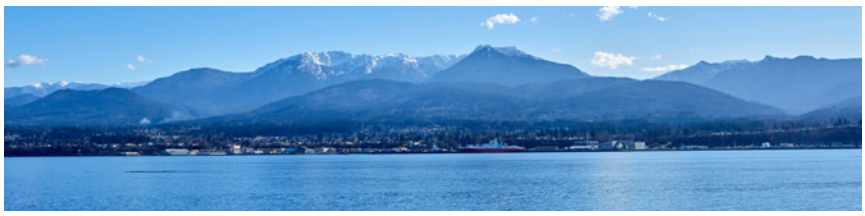
Dated as of **28th day of February, 2024** at **8:30 A.M.**

Commitment

Olympic Peninsula Title

File No.: 129945-DF

WELCOME TO OLYMPIC PENINSULA TITLE



At Olympic Peninsula Title, our mission is to make the closing process secure, smooth and as easy as possible for all parties involved. For your convenience, this title commitment is searchable and contains hyperlinks to important documents related to your transaction. For information on how to interpret your title commitment click on the link below to see your titleLOOK summary for explanations of the different items on your title report.

Click here to access your custom titleLOOK

KEY FEATURES OF titleLOOK



Olympic Peninsula Title has been serving clients in Clallam County since 1982 and your satisfaction is our highest priority. We appreciate the opportunity to serve you and should you have any questions about this report or your transaction please do not hesitate to contact us at (360) 457-4451, email the order contact listed on Schedule A, or text Oly, our Digital Online Assistant, at (360) 454-9885.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC 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 Title Insurance Company, (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 by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:

_____
Beth Carter, Title Examiner

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

By _____ President

Attest _____ Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic 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; and
   f. Schedule B, Part II - Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.
   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 - Exceptions 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.

Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865

OLYMPIC PENINSULA TITLE
Title Insurance * Escrows * Contract Loan Servicing

495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

Olympic Peninsula Title Company
495 W Spruce Street
Sequim, WA 98382

Order No.: **129945-DF**
Reference: **Sequim Avenue, LLC/Chartwell Land Company LLC**
cc: -
cc: -

For Service on this order call: Dawn Fleming at Sequim 360-683-4179
OR send E-Mail message to: dawnf@olypentitle.com

SCHEDULE A

1. Commitment Date: **September 5, 2023 at 08:30 AM**
2. Policy or Policies to be issued:
   a. ALTA Owners Policy (07/01/2021)

   [redacted]

   Proposed Insured: **Chartwell Land Company LLC, a Washington Limited Liability Company**
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

   Sequim Avenue, LLC, a Washington Limited Liability Company
5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

Commitment for Title Insurance
EXHIBIT "A"

Order No.: **129945-DF**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
EXCEPT THE NORTH HALF OF THE NORTH HALF THEREOF;
AND EXCEPT THE EAST 15 FEET THEREOF CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 355858;
AND EXCEPT THIRD AVENUE SOUTH ON THE WEST BOUNDARY THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 380722;
AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 750544.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Commitment for Title Insurance
SCHEDULE B, PART I

Requirements

Order No.: **129945-DF**

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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

4. Pay the agreed amount for the estate or interest to be insured.

5. Pay the premiums, fees, and charges for the Policy to the Company.

6. 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.

7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.

9. In order to assure timely recording, all recording packages should be sent to:

   Olympic Peninsula Title Company
   495 W Spruce Street
   Sequim, WA 98382
   Attn: Recorder

10. Recording fees charged by Clallam County are billed as follows:
    Deeds: $203.50 for the 1st page and $1.00 for each additional page.
    Deeds of Trust: $204.50 for the 1st page and $1.00 for each additional page.
    E-Recording Fees $4.63 per document.

    Effective as of 7/25/2021

11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.

13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

    PTN NENE S30-T30N-R5W WM

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of $50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.

2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

3. There are NO conveyances affecting said land recorded within 24 months of the date of this report.

4. As of the date hereof we find no matters of record in Clallam County, Washington against CHARTWELL LAND COMPANY LLC, which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

Commitment for Title Insurance
SCHEDULE B, PART II

Exceptions

Order No.: **129945-DF**

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.

B. GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.

5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

7. Unpatented mining claims, and all rights relating thereto.

8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.

9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.

10. Water rights, claims or title to water.

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

   AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST $525,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE $525,000.01 UP TO $1,525,000.00; 3.25% ON THE PORTION OF SALES PRICE $1,525,000.01; AND 3.5% ON THE PORTION OF SALES PRICE $3,025,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

   (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

   TAX ACCOUNT NO.: 03-30-30-110000
   PROPERTY ID NO.: 25641
   YEAR: 2023
   AMOUNT BILLED: $7,423.95
   AMOUNT PAID: $3,712.01
   PRINCIPAL BALANCE: $3,711.94

3. ANY CHANGE IN THE BOUNDARY OR LEGAL DESCRIPTION OF THE LAND DESCRIBED HEREIN, DUE TO A SHIFT OR CHANGE IN THE COURSE OF BELL CREEK.

4. RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY, OF THE LAND HEREIN DESCRIBED WHICH LIES BELOW THE LINE OF ORDINARY HIGH WATER OF BELL CREEK.

5. RIGHTS AND EASEMENTS OF THE PUBLIC FOR COMMERCE, NAVIGATION, RECREATION AND FISHERIES.

6. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

   GRANTOR: SEQUIM AVENUE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
   TRUSTEE: OLYMPIC PENINSULA TITLE COMPANY
   BENEFICIARY: SOUND COMMUNITY BANK
   ORIGINAL AMOUNT: $615,000.00
   DATED: December 28, 2011
   RECORDED: December 30, 2011
   RECORDING NO.: 2011-1274091

   INVESTIGATION SHOULD BE MADE TO DETERMINE THE PRESENT BALANCE OWED BY CONTACTING THE APPROPRIATE LENDER/AGENCY/INDIVIDUAL.

7. WE ARE INFORMED THAT SEQUIM AVENUE, LLC IS A LIMITED LIABILITY COMPANY (LLC). ALTHOUGH THE COMPANY HAS A COPY OF THE LLC UNDER WHICH TITLE IS CLAIMED, ANY AMENDMENTS, UPDATES, RESTATEMENTS AND/OR REVISIONS MUST BE SUBMITTED FOR OUR REVIEW.

8. WE ARE INFORMED THAT CHARTWELL LAND COMPANY, LLC IS A LIMITED LIABILITY COMPANY (LLC). A COPY OF THE DUPLICATE ORIGINAL OF THE FILED LLC CERTIFICATE OF FORMATION, THE LLC AGREEMENT, AND ALL SUBSEQUENT MODIFICATIONS OR AMENDMENTS MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

   ANY CONVEYANCE OR MORTGAGE BY SAID LIMITED LIABILITY COMPANY (LLC), MUST BE EXECUTED BY ALL THE MEMBERS OR EVIDENCE SUBMITTED THAT CERTAIN DESIGNATED MEMBERS OR MANAGERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.

END OF SPECIAL EXCEPTIONS