



**Date:** March 20, 2023

**File Number:** 22-447242

**Property Address:** 5819 Palmer Park Boulevard, Colorado Springs, CO 80915

**Buyer/Borrower:** To Follow

**Please direct all Closing inquiries to:**

Cassandra Millers

**Phone:** (720) 475-8323

**Email Address:** CMillers@wfgtitle.com

To Follow

Delivery Method: By Agent

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11317 McCormick Street, LLC, a California limited liability company

5922 Ellenvew, LLC, a California limited liability company

Delivery Method: By Agent

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Attn: FSBO - Seller  
Phone: N/A  
Fax: N/A  
Delivery Method: Not delivered

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Attn:  
Phone: N/A  
Fax: N/A  
Delivery Method: Not delivered



# WIRE FRAUD SECURITY

## Because of you...we obsess over cyber security!

Cyber fraud and email hacking are real and growing threats, with the potential to affect anyone. Fraudsters regularly attempt to access individual email accounts and monitor the life of a real estate transaction. At the time funds are due to escrow, fraudsters intercept wiring information and change that information without the sender's or recipient's knowledge, resulting in the funds being sent to an outside account controlled by the fraudsters.

## To protect you and reduce your risk, WFG has implemented the following procedures:

### Outgoing Wires from WFG to Sellers or Borrowers:

WFG will ask you to provide written instructions on how you want WFG to disburse any funds payable to you at closing. If you choose to have the funds sent to you via wire transfer, before WFG will do so, your banking information will need to be provided to WFG on a signed, notarized form. Of course, you also have the option of having your funds paid to you in the form of a physical check.

### Incoming Wires from Buyers or Borrowers to WFG:

For funds that are to be wired by you to WFG, you can either obtain your wire instructions via our MyHome portal, or you may obtain a personal wire access code from your WFG escrow officer and then access WFG's wiring instructions in a secure environment on WFG's website. In addition, prior to wiring any funds, you should **always** verbally (**and not via email**) confirm wire instructions with your WFG escrow officer, at a known phone number provided to you by WFG at the outset of the transaction.

### Additional Precautions:

As part of WFG's unwavering commitment to safeguarding all consumer data that comes into WFG's possession, all WFG employees are required to complete extensive training on information security and the threat of cybercrimes, and WFG submits to outside audits and regularly conducts extensive internal audits of its technology and operating systems to ensure that those systems have not been and cannot be breached.

**By taking the precautions outlined above and remaining vigilant for and immediately reporting any suspicious emails or calls to WFG, you can help ensure that cybercrime does not affect your transaction!**

**STATEMENT OF CHARGES**

File No.: 22-447242

Owner's Title Policy:

ALTA® Owner's Policy (06-17-06)

Reissue Rate

\$0.00

Endorsements

Lender's Title Policy:

ALTA® Ext Loan Policy (06-17-06)

Simultaneous Loan Rate - Commercial

\$0.00

Endorsements



**COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

**Transaction Identification Data for reference only:**

|                                    |  |
|------------------------------------|--|
| <b>Issuing Agent:</b>              | WFG National Title Insurance Company                   |
| <b>Issuing Office:</b>             | 7800 E Union Avenue, Suite 310, Denver, CO 80237       |
| <b>ALTA Universal ID:</b>          |  |
| <b>Loan ID Number:</b>             | Not Available  |
| <b>Commitment Number:</b>          | 22-447242  |
| <b>Issuing Office File Number:</b> | 22-447242  |
| <b>Property Address:</b>           | 5819 Palmer Park Boulevard, Colorado Springs, CO 80915 |
| <b>Revision Number:</b>            | 1  |

1. **Commitment Effective Date:** March 15, 2023 at 8:00 a.m.

2. **Policy or Policies to be issued:**

|  |                |
|--|----------------|
| <b>ALTA® Owner's Policy (06-17-06)</b> | <b>Amount:</b> |
| Proposed Insured: To Follow            |                |

|   |                |
|---|----------------|
| <b>ALTA® Ext Loan Policy (06-17-06)</b> | <b>Amount:</b> |
| Proposed Insured:                       |                |

3. **The estate or interest in the Land described or referred to in this Commitment is Fee Simple.**

4. **Title to the Fee Simple estate or interest in the Land is at the Commitment Effective Date vested in:**

5922 Ellenvue, LLC, a California limited liability company, as to an undivided 50% interest, and

11317 McCormick Street, LLC, a California limited liability company, as to an undivided 50% interest

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 1,  
POWERS CENTRE FILING NO. 3,  
COUNTY OF EL PASO, STATE OF COLORADO.

**COMMITMENT FOR TITLE INSURANCE**  
 Issued By  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B, PART I**  
**REQUIREMENTS**

The following requirements are to be complied with:

1. **The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**
  2. **Pay the agreed amount for the estate or interest to be insured.**
  3. **Pay the premiums, fees, and charges for the Policy to the Company.**
  4. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**
  5. Release by the Public Trustee of the Deed of Trust from 5922 Ellenview, LLC, a California limited liability company, and 11317 McCormick Street, LLC, a California limited liability company, for the benefit of Independent Bank, to secure an indebtedness in the principal sum of \$4,433,500.00, recorded July 12, 2021 at Reception No. [221132885](#).
- NOTE: Assignment of Rents, Leases and Other Income recorded July 12, 2021 at Reception No. [221132886](#).
6. Termination of Financing Statement from 5922 Ellenview, LLC and 11317 McCormick Street, LLC, Debtor, to Independent Bank, Secured Party, recorded July 12, 2021 at Reception No. [221132889](#).
  7. Release of Certificate of Non-Compliance by Pikes Peak Regional Building Department recorded November 30, 2018 at Reception No. [218138494](#).
  8. An ALTA/NSPS Land Title Survey in form, content and certification satisfactory to the Company. NOTE: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey. Survey must be certified to WFG National Title Insurance Company.
  9. Prior to closing, a copy of the Operating Agreement for 5922 Ellenview, LLC, a California limited liability company, must be furnished to the Company. NOTE: If the Operating Agreement discloses the Managing Member as another entity the proper authority documents will also be required.
  10. Duly executed and acknowledged Statement of Authority for 5922 Ellenview, LLC, a California limited liability company, pursuant to C.R.S. 38-30-172.
  11. Prior to closing, a copy of the Operating Agreement for 11317 McCormick Street, LLC, a California limited liability company, must be furnished to the Company. NOTE: If the Operating Agreement discloses the Managing Member as another entity the proper authority documents will also be required.
  12. Duly executed and acknowledged Statement of Authority for 11317 McCormick Street, LLC, a California limited liability company, pursuant to C.R.S. 38-30-172.
  13. Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.
  14. Deed of Trust sufficient to encumber the estate or interest in the land described or referred to herein for the benefit of the Proposed Insured.
  15. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
  16. Execution of Affidavit as to Debts and Liens and its return to WFG National Title Insurance Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials, etc), please notify the Company's escrow officer with 10 days of receipt of this title commitment.

**END OF REQUIREMENTS**

### INFORMATIONAL NOTES

NOTE: As to any and all covenants and restrictions set forth herein, the following is added: “but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons.”

NOTE: The vesting deed is shown as follows:

Special Warranty Deed recorded July 12, 2021 at Reception No. 221132884. [view image](#)

NOTE: The following is incorporated herein for information purposes only and is not part of the exception from coverage (Schedule B-II of the commitment and Schedule B of the policy):The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

Special Warranty Deed

Grantee(s):

5922 Ellenview, LLC, a California limited liability company, as to an undivided 50% interest and 11317 McCormick Street, LLC, a California limited liability company, as to an undivided 50% interest

Grantor(s):

CoReVet Investment Group, LLC, a Colorado limited liability company

Recorded Date:

July 12, 2021

Recording No:

(instrument) 221132884, of Official Records

COMMENTS:

[view image](#)

**End of Schedule B, Part I**



**COMMITMENT FOR TITLE INSURANCE**  
 Issued By  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**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. **Rights or claims of parties in possession not shown by the Public Records.**
2. **Easements, or claims of easements, not shown by the Public Records.**
3. **Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the subject property, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any created first appearing in the Public Records or attaching to the Land subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires of record for value the estate, interest or mortgage thereon covered by this Commitment.**
6. **(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; and (b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, not shown by the Public Records.**
7. **(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, not shown by the Public Records.**
8. Terms, agreements, provisions, conditions and obligations of Avigation Easement recorded February 3, 1972 in [Book 2465 at Page 481](#) and in [Book 2465 at Page 759](#).
9. Terms, agreements, provisions, conditions and obligations of Deed recorded February 4, 1972 in [Book 2465 at Page 759](#).
10. Terms, agreements, provisions, conditions and obligations of Grant of Right of Way recorded September 6, 1972 in [Book 2520 at Page 933](#).
11. Terms, agreements, provisions, conditions and obligations of Perpetual Right of Way and Easement recorded April 14, 1977 at Reception No. [Book 2914 at Page 15](#).
12. Easements, notes, provisions, covenants, conditions, restrictions, agreements and obligations if any provided for as shown on the plat of Waldorf Subdivision, recorded May 5, 1982 in Plat [\(book\) P3 \(page\) 83](#).
13. Covenants, conditions, restrictions and easements contained in instrument recorded October 13, 1982 in [Book 3621 at Page 592](#). Amendment recorded December 3, 1985 in [Book 5095 at Page 982](#).

14. Easements, notes, provisions, covenants, conditions, restrictions, agreements and obligations if any provided for as shown on the plat of Powers Plaza, recorded June 4, 1984 as Reception No. [1122486 \(book\) W3 \(page\) 4](#).
15. Terms, agreements, provisions, conditions and obligations of Agreement and Easement recorded December 3, 1984 in [Book 3944 at Page 1303](#).
16. Terms, agreements, provisions, conditions and obligations of Resolution No. 85-455, Land Use-271 recorded February 5, 1986 in [Book 5123 at Page 257](#).
17. Terms, agreements, provisions, conditions and obligations of Easement Agreement recorded May 21, 1986 in [Book 5172 at Page 1380](#).
18. Terms, agreements, provisions, conditions and obligations of Grant of Right of Way and Easement recorded October 15, 1986 in [Book 5253 at Page 1181](#).
19. Terms, agreements, provisions, conditions and obligations of Grant of Right of Way recorded February 11, 1988 in [Book 5474 at Page 201](#) and in [Book 5474 at Page 205](#).
20. Terms, agreements, provisions, conditions and obligations of Grant of Easement recorded February 11, 1988 at Reception No. [Book 5474 at Page 205](#).
21. Easements, notes, provisions, covenants, conditions, restrictions, agreements and obligations if any provided for as shown on the plat of POWERS CENTRE, A VACATION AND REPLAT OF LOT 1, POWERS PLAZA, recorded June 27, 1988 as Reception No. [1717851 \(book\) D4 \(page\) 24](#).
22. Terms, agreements, provisions, conditions and obligations of Grant of Right of Way and Easement recorded September 28, 1988 in [Book 5559 at Page 357](#).
23. Terms, agreements, provisions, conditions and obligations of Resolution recorded March 15, 1990 [in Book 5719 at Page 410](#).
24. Easements, notes, provisions, covenants, conditions, restrictions, agreements and obligations if any provided for as shown on the plat of Powers Centre Filing No. 2, a Vacation and Replat of Lot 1, Powers Centre, recorded August 29, 1995 at Reception No. [95089446 in Plat Book H5 at Page 71](#).
25. Terms, agreements, provisions, conditions and obligations of Resolution No. 95-247, Land Use-100 recorded September 19, 1995 in [Book 6727 at Page 208](#).
26. Terms, agreements, provisions, conditions and obligations of Reciprocal Easement Agreement recorded July 25, 2002 at Reception No. [202120606](#). First Amendment recorded November 6, 2002 at Reception No. [202194825](#).
27. Easements, notes, provisions, covenants, conditions, restrictions, agreements and obligations if any provided for as shown on the plat of Powers Centre Filing No. 3, recorded November 6, 2007 as Reception No. [207712703 in Plat Book 107 at Page 245](#).
28. Terms, agreements, provisions, conditions and obligations of Resolution No. 07-400 recorded March 11, 2008 at Reception No. [208028190](#).
29. Terms, agreements, provisions, conditions and obligations of Reciprocal Easement and Party Wall Declaration recorded June 2, 2008 at Reception No. [208062673](#).
30. Terms, agreements, provisions, conditions and obligations of Access Easement Agreement recorded June 2, 2008 at Reception No. [208062676](#).
31. Terms, agreements, provisions, conditions and obligations of Easements Agreement recorded January 29, 2010 at Reception No. [210009382](#).

32. Terms, agreements, provisions, conditions and obligations of Notice recorded June 18, 2013 at Reception No. [213079083](#).
33. Terms, agreements, provisions, conditions and obligations of Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded February 11, 2019 at Reception No. [219014541](#).
34. Terms, conditions and provisions of that certain Resolution No. 21-255 recorded June 30, 2021 as Reception No. [221126127](#).
35. Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing from T&A Vong, Inc., a Colorado corporation d/b/a Short Stop Deluxe Burgers, for the benefit of American Bank of Commerce, to secure an indebtedness in the principal sum of \$320,000.00, recorded December 18, 2018 at Reception No. [218144431](#).

NOTE: Disburser's Notice recorded December 18, 2018 at Reception No. [218144432](#).

NOTE: Notice of Additional Indebtedness, Ratification and Confirmation Agreement recorded July 24, 2019 at Reception No. [219084507](#). Modification of Deed of Trust recorded August 27, 2019 at Reception No. [219101227](#).

NOTE: Subordination Agreement recorded July 12, 2021 at Reception No. [221132888](#).

36. Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing from T&A Vong, Inc., a Colorado corporation d/b/a Short Stop Deluxe Burgers, for the benefit of American Bank of Commerce, to secure an indebtedness in the principal sum of \$350,000.00, recorded August 17, 2020 at Reception No. [220128718](#).

NOTE: Subordination Agreement July 12, 2014 at Reception No. [221132887](#).

37. Terms, agreements, provisions, conditions and obligations of Non-Exclusive Access Easement Agreement recorded November 1, 2022 at Reception No. [222136575](#).
38. Terms, agreements, provisions, conditions and obligations of Non-Exclusive Access Easement Agreement recorded November 1, 2022 at Reception No. [222136576](#).
39. Any and all matters as shown on the [ALTA/NSPS Land Title Survey](#) prepared by Compass Surveying & Mapping, LLC, dated September 16, 2022, Job No. 22248, as follows:
  - a.) sign into/over Westerly utility easement;
  - b.) curb cut into/over neighboring property adjacent to the Northerly lot line.

**End of Schedule B, Part II**



**COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**WFG 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, WFG National Title Insurance Company, a South Carolina 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued by:  
**WFG National Title Insurance Company**

*Dlar*

\_\_\_\_\_  
Authorized Countersignature

**WFG NATIONAL TITLE INSURANCE COMPANY**

By: *[Signature]*  
Steve Ozonlan, President/CEO

ATTEST: *[Signature]*  
Joseph V. McCabe, EVP/General Counsel/Secretary



**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; 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 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.
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>

**ANTI-FRAUD STATEMENT:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

## DISCLOSURES:

**File No.** 22-447242

1. Pursuant to C.R.S. 30-10-406(3)(a), all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.
2. If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).
3. Colorado Division of Insurance Regulation 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.
4. Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject real property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

5. Pursuant to C.R.S. 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
  - B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.
6. Pursuant to Colorado Division of Insurance Regulation 8-1-1, affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:
    - A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
    - B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
    - C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and material-men's liens.
    - D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the Company, and any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

7. Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.
8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or the grantee.
9. ANTI-FRAUD STATEMENT: Pursuant to C.R.S. 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
10. Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this Commitment and will be provided to said consumer upon request.
11. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.





## Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this “Plain English” explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG’s primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver’s license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’ , as well as from your lenders and credit bureaus.

### **What Information is Shared?**

**WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.**

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners’ association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

### **How does WFG use your Information?**

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

### **How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

## **How Long Do We Keep Your Personal Information?**

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

## **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

## **Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

## **Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

## **Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

**How Can You “Opt-Out?”**

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

**The “Legal” Notices**

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

**Privacy Notice for California Residents** - <https://national.wfgnationaltitle.com/privacy-notice-california>

**Privacy Notice for Oregon Residents** - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

**How to Contact Us**

If you have any questions about WFG’s privacy policy or how we protect your information, please contact WFG:

- By email: [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com)
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

**WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC  
 WFG NATIONAL TITLE INSURANCE COMPANY  
 WFG LENDER SERVICES, LLC  
 WFGLS TITLE AGENCY OF UTAH, LLC  
 WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC  
 WFG NATIONAL TITLE COMPANY OF CALIFORNIA  
 WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY  
 UNIVERSAL TITLE PARTNERS, LLC  
 VALUTRUST SOLUTIONS, LLC  
 WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC  
 WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

| <b>FACTS</b> | <b>WHAT DOES WILLISTON FINANCIAL GROUP 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> | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and other government identification information</li> <li>• Your name, address, phone, and email</li> <li>• Information about the property, any liens and restrictions</li> <li>• Financial Information including credit history and other debt</li> <li>• Financial account information, including wire transfer instructions.</li> </ul> |
| <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 Williston Financial Group chooses to share; and whether you can limit this sharing.  |

| <b>Reasons we can share your personal information</b>  | <b>Does Williston Financial Group share?</b> | <b>Can you limit this sharing?</b> |
|--|--|------------------------------------|
| For our everyday business purposes—such as to process your transactions, maintain your account(s), 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   | Yes  | No                                 |
| 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 nonaffiliates to market to you   | No   | We don't share                     |

|                      |   |
|----------------------|---|
| To limit our sharing | <ul style="list-style-type: none"> <li>• Call 833-451-5718—our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://bit.ly/WFGsConsumerPrivacyInformationRequestPage">http://bit.ly/WFGsConsumerPrivacyInformationRequestPage</a> or e-mailing us at <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a></li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p> |
| Questions?           | Call 833-451-5718 or Email <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a>   |

| <b>Mail-In Form</b>  |   |
|--|---|
| If you have a joint policy, your choices will apply to everyone on your account. | Mark any/all you want to limit:<br><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.<br><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.<br><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me. |
| <b>Name</b>  |   |
| <b>Address</b>   |   |
| <b>City, State, Zip</b>  |   |
| <b>File Number</b>   |   |
|  | Mail to:<br>Williston Financial Group<br>PRIVACY DEPT<br>12909 SW 68 <sup>th</sup> Pkwy,<br>#350<br>Portland, OR 97223  |

| <b>Who we are</b>   |  |
|---|--|
| Who is providing this notice  | Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:  |
| <b>What we do</b>   |  |
| How does Williston Financial Group 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. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking   |
| How does Williston Financial Group collect my personal information?   | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Engage us to provide appraisal, title and escrow services</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</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 nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>  |
| What happens when I limit sharing for an account I hold jointly with someone else?  | Your choices will apply to everyone on your policy.  |
| <b>Definitions</b>  |  |
| Affiliates  | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>   |
| Nonaffiliates   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>   |
| Joint marketing   | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>  |
| <b>Other important information</b>  |  |
| <p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p><b>Privacy Notice for California Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a></p> <p><b>Privacy Notice for Oregon Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a></p> |  |