



**Date:** June 5, 2020  
**File Number:** 20-206795  
**Property Address:** 13251 Vollmer Road, Colorado Springs, CO 80908  
**Buyer/Borrower:** TO BE DETERMINED

**Please direct all Closing inquiries to:**  
Diane Ferrin  
**Phone:** (719) 598-5355  
**Email Address:** DFerrin@wfgtitle.com

TO BE DETERMINED

Delivery Method: By Agent

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Daniel Sun Abeyta  
Jennifer Amanda Abeyta  
Delivery Method: By Agent

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

**STATEMENT OF CHARGES**

File No.: 20-206795

These charges are due and payable before a policy can be issued

OTP:

ALTA® Owner's Policy (06-17-06)

\$0.00

Endorsements

LTP:

ALTA® Ext Loan Policy (06-17-06)

\$0.00

Endorsements



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

**SCHEDULE A**

**Transaction Identification Data for reference only:**

**Issuing Agent:** WFG National Title Insurance Company  
**Issuing Office:** 7800 E Union Avenue, Suite 310, Denver, CO 80237  
**ALTA Universal ID:**  
**Loan ID Number:** Not Available  
**Commitment Number:** 20-206795  
**Issuing Office File Number:** 20-206795  
**Property Address:** 13251 Vollmer Road, Colorado Springs, CO 80908  
**Revision Number:**

1. **Commitment Effective Date:** June 1, 2020 at 8:00 a.m.

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

**ALTA® Owner's Policy (06-17-06)** **Amount:** TBD  
Proposed Insured: **TO BE DETERMINED**

**ALTA® Ext Loan Policy (06-17-06)** **Amount:** TBD  
Proposed Insured: **TO BE DETERMINED**

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:**

Daniel Sun Abeyta and Jennifer Amanda Abeyta [view image](#)

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

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

**Issue Date:** June 5, 2020

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

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

PARCEL A:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, TOGETHER WITH THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 10, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THE NORTHERLY AND WESTERLY 30 FEET FOR PUBLIC ROAD RIGHT-OF-WAY AS RECORDED JUNE 20, 1917 IN BOOK 571 AT PAGE 56 OF THE RECORDS OF EL PASO COUNTY, STATE OF COLORADO,

PARCEL B:

A PERMANENT, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CONVEYED IN DEED RECORDED OCTOBER 10, 2000 UNDER RECEPTION NO. 200122763.

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 Daniel Sun Abeyta and Jennifer Amanda Abeyta for the use of Firstbank to secure \$252,100.00, recorded December 23, 2019 as Reception No. [219163177](#).
6. Release by the Public Trustee of the Deed of Trust from Daniel Sun Abeyta and Jennifer Amanda Abeyta for the use of Firstbank to secure \$500,000.00, recorded December 30, 2019 as Reception No. [219165373](#).

NOTE: This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires a satisfactory written statement from the existing lender confirming: (a) the payoff amount; (b) that the line of credit has been closed or frozen, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreement to deliver a full Release of Deed of Trust upon payment of the outstanding balance.

7. Deed from Daniel Sun Abeyta and Jennifer Amanda Abeyta vesting fee simple title in TO BE DETERMINED.

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to the statute on recording of deeds CRS 38-35-109 (2).

8. Deed of Trust from TO BE DETERMINED to the Public Trustee for the use of the proposed lender to secure the loan.
9. Execution of an acceptable survey affidavit certifying that there have been no new improvements constructed or major structural changes made on the subject property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of the title commitment.

10. Execution of Affidavit as to Debts and Liens and its return to WFG National Title Company of Colorado.

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.

11. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

NOTE: The Company has no liability under this Commitment until Schedule A is amended to state the specific name of the insured Lender. The Company reserves the right to make additional requirements and/or exceptions.

**END OF REQUIREMENTS**

**INFORMATIONAL NOTES**

- NOTE: All of the recording information contained herein refers to the Public Records of County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Record Books of said county, unless indicated to the contrary.
- 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: Notice: Please be aware that 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.
- NOTE: The vesting deed is shown as follows:  
Warranty Deed recorded November 1, 2018, as Reception No. 218127460. [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:

Warranty Deed  
Grantee(s): Daniel Sun Abeyta and Jennifer Amanda Abeyta  
Grantor(s): Park State Bank & Trust, as Trustee of the Katherine F. Spahn Trust  
Dated: October 31, 2018  
Recorded Date: November 1, 2018  
Recording No: (instrument) 218127460, 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.**
4. **Any lien, or right to a lien, for services, labor, or material hereto 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. Any interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners dated June 20, 19 17 and recorded the same day in [Book 571 at Page 55](#), providing that all section lines, township lines, and range lines on the public domain in El Paso County are declared public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, and range lines, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highways when in their judgment it shall be necessary and expedient.
9. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded April 17, 1909 in [Book 25 at Page 412](#) and August 3, 1891 in Book 36 at Page 170, and any and all assignments thereof or interest therein.
10. Right of way for ditches and canals constructed by the authority of the United States as reserved in Patent recorded April 17, 1909 in [Book 25 at Page 412](#).
11. An easement for telephone and telegraph lines and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded May 20, 1927 in [Book 103 at Page 363](#) and December II, 1937 in [Book 122 at Page 573](#).

12. An undivided one-half interest in all oil, gas and other minerals as reserved by Frank W. Harrington in instrument recorded March 4, 1953 in [Book 147 at Page 14](#), and any and all assignments thereof or interests therein.
  13. Right of way across subject property as reserved in Deed recorded January 14, 1966 in [Book 2113 at Page 745](#).
  14. Rights to enter upon subject property for the repair and maintenance of ditches and headgates as reserved in instrument recorded January 24, 1968 in [Book 199 at Page 178](#).
  15. Covenants, conditions, restrictions and easements contained in instrument recorded August 15, 1973 at [Book 2613 at Page 749](#).
- NOTE: Variance Under Protective Covenants recorded January 14, 1977 in [Book 2889 at Page 43](#).
16. The effect, if any of the inclusion of the subject property within the Black Forest Volunteer Fire Protection District District as disclosed by Decree recorded August 21, 1975 in [Book 2772 at Page 121](#).
  17. Terms, conditions and provisions of that certain Notice Pursuant to Colorado Statutes Concerning Underground Facilities for Mountain View Electric Association Inc. recorded May 9, 1983 in [Book 3718 at Page 812](#).
  18. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded November 14, 1985 in [Book 5089 at Page 132](#). Provisions regarding race, color, creed, and national origin, if any, are deleted.
  19. An easement for electrical, telephone and/or telegraph lines and incidental purposes granted to Mountain View Electric Association, Inc. by the instrument recorded August 6, 1999 at Reception No. 9912660.
  20. Permanent, Non-Exclusive Easement for ingress and egress over the Northwest quarter of the Southwest quarter of the Northwest quarter as reserved by Arkansas - Platte and Gulf Partnership in Deed recorded October 10, 2000 at Reception No. [200122763](#).
  21. Terms, conditions and provisions of that certain Colorado Ground Water Commission Finds and Order in the Upper Black Squirrel Creek recorded March 8, 2007 as Reception No. [208032050](#) and at Reception No. [208032051](#) and at Reception No. [208032052](#) and at Reception No. [208032053](#) and recorded April 13, 2020 at Reception No. [220049996](#).
  22. Terms, conditions and restrictions contained in Access and Maintenance Agreement to be recorded.

**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**

Authorized Countersignature

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:  
President

ATTEST:  
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.** 20-206795

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 who 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 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, your 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 and compliant 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.
- (Internet Protocol Address) and domain name.
- 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.

**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

<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.

Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
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> </ul> <p>Mail the form below</p> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information [30] days 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.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions? Call 833-451-5718 or Email [consumerprivacy@willistonfinancial.com](mailto:consumerprivacy@willistonfinancial.com)

Mail-In Form	
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit: <input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes. <input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me. <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: Williston Financial Group PRIVACY DEPT 12909 SW 68 <sup>th</sup> Pkwy, #350 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>	
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 privacy notices below will provide state-specific information:	

## PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Privacy Statement of WFG NATIONAL TITLE INSURANCE COMPANY and its parent, subsidiaries and affiliates (collectively, "WFG" "we," "us," or "our") and applies solely to customers, parties to real estate transactions, visitors, users, and others who reside in the State of California ("consumer" or "you"). We have adopted this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

### **Your Rights as a California Consumer**

Under California Law, you have the right to request that WFG disclose what personal information we collect, use, disclose, and sell. You have the right to opt-out of a sale of your personal information, and you may request the deletion of your personal information. You will not receive discriminatory treatment by WFG if you exercise any of your privacy rights under CCPA.

You may also designate an authorized agent to make a request under the CCPA on your behalf.

These are not absolute rights, they are subject to exceptions and limitations which we are happy to discuss as they may apply to your particular circumstances and the services you have engaged WFG to supply.

If you would like to exercise any of these rights or to designate an authorized agent, you may start the process by:

- Emailing us at [consumerprivacy@willistonfinancial.com](mailto:consumerprivacy@willistonfinancial.com)
- Going to <http://bit.ly/WFGsConsumerPrivacyInformationRequestPage>
- Calling us at: 833-451-5718; or
- Going into any WFG office and making the request in person.

In exercising any of these rights, we must make absolutely certain we are dealing with you or your authorized agent. So depending on how you submit your request, we will be asking you to confirm your identity, which may include providing additional documentation or information to verify it is really you, and we may send a notary or other person to meet with you in person or require you to come into a WFG office to verify your identity. Some of the identification process may be handled through an online portal and may include knowledge-based identification questions.

### **Information We Collect**

WFG's primary business is providing appraisal, title and escrow services for the sale or refinance of real estate. This can be a complicated and legalistic process. In part, you have hired WFG to centralize and smooth the passage of all the information necessary for your real estate transaction and to have us coordinate a smooth and efficient closing. In the course of providing those services to you, we collect a significant amount of personal information.

We do not knowingly collect, maintain or use personal information from children under the age of 18 and no part of our Services are directed or targeted to children. If you become aware that a child under the age of 18 has provided WFG with personal information in violation of this Privacy Policy, please alert us at [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com).

The CCPA requires us to list the statutory categories of consumers' personal information that we have collected about any consumers in the preceding 12 months. Much of this information is gathered from our searches of the land, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of it is provided by you, or your computer systems. Some come from real estate agents and brokers, mortgage brokers and others working to facilitate your transaction, and some are provided by your lenders and credit bureaus. Here's how it breaks down:

Category and Examples	From where do we get this Information?	Purpose Collected	3 <sup>rd</sup> Parties with whom shared
Identifiers. Such as your name, spouse's name, maiden names, family member's names, aliases, postal address, unique personal identifier, online identifiers, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	You, your family and agents Your computer, tablet and cell phone Real estate agents and brokers involved in the transaction Mortgage brokers, lenders and credit bureaus Surveyors, appraisers, abstractors, title plants, title searchers Lien searchers and clearance companies	Each Category of information will be used in various combinations for the following purposes: <ul style="list-style-type: none"><li>To provide the services and products requested, including title and settlement services, evaluating the state of title of a property and identifying the liens and encumbrances affecting that property, to close loans, to record your deeds, mortgages and other instruments affecting title, make filings with government agencies, clearing title defects, to provide customer support to you and others involved in your transaction.</li><li>To prevent fraud in transactions, to find, prevent and respond to online and offline security issues, and for purposes of Identity verification</li></ul>	See Below "Disclosure of Personal Information for a Business Purpose"
Personal information categories listed in Cal. Civ. Code § 1798.80(e) such as your name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information..	You, your family and agents Your computer, tablet and cell phone Real estate agents and brokers involved in the transaction Mortgage brokers, lenders and credit bureaus Surveyors, appraisers, abstractors, title plants, title searchers Lien searchers and clearance companies	<ul style="list-style-type: none"><li>To prevent fraud in transactions, to find, prevent and respond to online and offline security issues, and for purposes of Identity verification</li><li>For Government and regulatory compliance and reporting, to comply with relevant industry standards and best practices and WFG policies.</li><li>To maintain and supplement title plants, databases of prior policies, subdivision master searches and other resources which may expedite future transactions affecting your property.</li><li>To use and optimize our computer systems, understand how you use our online an web resources and improve our websites and apps and present their contents to you; while maintaining the integrity and security of our applications, websites and</li></ul>	See Below "Disclosure of Personal Information for a Business Purpose"
Protected classification characteristics under California or federal law including your age, race, color, marital status, sex, physical disability, and veteran or military status as such information appears in driver license and other identity documents and in loan application materials.	You, your family and agents Real estate agents and brokers involved in the transaction Mortgage brokers, lenders and credit bureaus	<ul style="list-style-type: none"><li>For Government and regulatory compliance and reporting, to comply with relevant industry standards and best practices and WFG policies.</li></ul>	See Below "Disclosure of Personal Information for a Business Purpose"
Commercial information mostly in the form of real property records, mortgage records and lien records.	You, your family and agents Your computer, tablet and cell phone Real estate agents and brokers involved in the transaction Mortgage brokers, lenders and credit bureaus Surveyors, appraisers, abstractors, title plants, title searchers Lien searchers and clearance companies	<ul style="list-style-type: none"><li>To maintain and supplement title plants, databases of prior policies, subdivision master searches and other resources which may expedite future transactions affecting your property.</li><li>To use and optimize our computer systems, understand how you use our online an web resources and improve our websites and apps and present their contents to you; while maintaining the integrity and security of our applications, websites and</li></ul>	See Below "Disclosure of Personal Information for a Business Purpose"
Biometric information as contained in drivers licenses and identity documents; captured on security cameras in our offices; and as required for notarization and e-	You, your family and agents Notaries and others handling closing and signing functions Your computer, tablet and cell	resources and improve our websites and apps and present their contents to you; while maintaining the integrity and security of our applications, websites and	See Below "Disclosure of Personal Information for a Business Purpose"

<p>notarization in some states.</p>	<p>phone</p>	<p>products.</p>	<p>Purpose”</p>
<p>Internet or other similar network activity such as information on how you interact with and use our websites, applications, emails, texts and other electronic resources</p>	<p>You, your family and agents Your computer, tablet and cell phone</p>	<ul style="list-style-type: none"> <li>To provide you with email, text and video alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.</li> <li>To carry out our obligations</li> </ul>	<p>See Below “Disclosure of Personal Information for a Business Purpose”</p>
<p>Geolocation data, primarily in the form of the location of your property and when and where someone may be meeting you for signatures, etc.</p>	<p>You, your family and agents Real estate agents and brokers involved in the transaction Mortgage brokers, lenders and credit bureaus Surveyors, appraisers, abstractors, title plants, title searchers Lien searchers and clearance companies Notaries and those handling closing and signing Your computer, tablet and cell phone</p>	<ul style="list-style-type: none"> <li>To enforce our rights arising from the contracts entered into between you and us, and with others, including for billing and collections and handling of claims under a title policy.</li> <li>For testing, research, analysis and product development.</li> <li>As necessary or appropriate to protect the rights, property or safety of us, insureds, our customers, and others.</li> <li>To respond to law enforcement, regulatory, and lender requests and as required by applicable law, court order, or governmental regulations.</li> <li>As described to you when collecting your personal information or as otherwise set forth in the CCPA and the Gramm-Leach-Bliley Act.</li> <li>To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.</li> </ul>	<p>See Below “Disclosure of Personal Information for a Business Purpose”</p>
<p>Audio, electronic, visual, thermal, olfactory, or similar information.  Should you choose to interact with us by phone, video link or come into our offices your voice or images may be recorded</p>	<p>You, your family and agents Your computer, tablet and cell phone</p>	<ul style="list-style-type: none"> <li>As described to you when collecting your personal information or as otherwise set forth in the CCPA and the Gramm-Leach-Bliley Act.</li> </ul>	<p>See Below “Disclosure of Personal Information for a Business Purpose”</p>
<p>Professional or employment-related information.  Current or past job history is often a part of loan applications and statements of information.</p>	<p>You, your family and agents Mortgage brokers, lenders and credit bureaus</p>	<ul style="list-style-type: none"> <li>To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.</li> </ul>	<p>See Below “Disclosure of Personal Information for a Business Purpose”</p>
<p>Inferences drawn from other personal information.</p>	<p>You, your family and agents Your computer, tablet and cell phone Real estate agents and brokers involved in the transaction Mortgage brokers, lenders and credit bureaus Surveyors, appraisers, abstractors, title plants, title searchers Lien searchers and clearance companies</p>	<ul style="list-style-type: none"> <li>To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.</li> </ul>	<p>See Below “Disclosure of Personal Information for a Business Purpose”</p>

## Disclosure of Personal Information for a Business Purpose

**WFG DOES NOT SELL your information for monetary or other valuable consideration for marketing or any other purpose.**

However, some of your information **does get shared**, and within the last 12 months has been shared with persons outside of the WFG family of companies in order to better facilitate and complete your transactions and for other business and commercial purposes.

For example:

- 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, mortgage payoff information, condominium, and homeowners' association information and payoff information.
- WFG may engage third parties to prepare documents in connection with your transaction.
- WFG may order surveys, appraisals, and inspections and/or communicate with those service providers.

Those services can't be ordered without providing basic information about the property involved, the parties, and/or the liens to those service providers.

- Within the WFG family of companies, we divide up the work to handle each closing most efficiently and to meet specific legal and licensing requirements. So 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 mobile 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 other courier service and sometimes by email or another electronic transmission.
- Your deed, mortgage and other documents required to perfect or clarify title will be recorded with the local recorder of deeds.
- We may use an outside service to coordinate the recording or e-recording of those instruments, and they will receive copies of deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information and draft documents will pass back and forth between WFG and the lenders and mortgage brokers to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the Real estate agents and brokers, lenders, the mortgage brokers and others facilitating the transaction; and
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities, recorders of deeds and other governmental agencies.
- In resolving claims and mitigating losses, we may engage outside counsel and other service providers (such as surveyors and appraisers) to assist in resolving the claim.
- From time to time, we are required to respond to law enforcement, regulatory, and lender requests and as required by applicable law, court order, or governmental regulations.

## Contact for More Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

- Emailing us at [consumerprivacy@willistonfinancial.com](mailto:consumerprivacy@willistonfinancial.com)
- Going to <http://bit.ly/WFGsConsumerPrivacyInformationRequestPage>
- Calling us at: 833-451-5718; or
- Going into any WFG office and making the request in person.

The business is not subject to requirements set forth section 999.317(g) of the California Consumer Privacy Act Regulations

## Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

### **Privacy Notice for Oregon Residents**

We may not disclose personal or privileged information about you unless we provide you with a disclosure authorization form that is executed by you or your representative and otherwise complies with certain statutory requirements. Any such authorization is not valid for more than 24 months and may be revoked by you at any time, subject to the rights of anyone who relied on the authorization prior to your notice of revocation.

In addition, if your personal or privileged information was collected or received by us in connection with a title insurance transaction, we cannot disclose such information if the disclosure authorization form that you executed is more than one year old or if the requested disclosure is for a purpose other than a purpose expressly permitted by statute.

You have the right at any time to request in writing access to recorded personal information about you that is reasonably described by you and reasonably available to us. Within 30 days of the date of our receipt of any such written request from you, we will inform you of the nature and substance of any such information, permit you to see and copy that information or obtain a copy by mail, disclose the identity, if recorded, of the persons to whom we have disclosed such information during the previous two years, and provide you with a summary of the procedures by which you may request that such information be corrected, amended or deleted.

- Emailing us at [consumerprivacy@willistonfinancial.com](mailto:consumerprivacy@willistonfinancial.com)
- Calling us at: 833-451-5718; or
- Going into any WFG office and making the request in person.

Revised 12/31/19