



WHATCOM LAND TITLE COMPANY

FILE NUMBER:

60021217-853

COMMITMENT VERSION:

No. 1 issued by Commonwealth Land Title Insurance Company

PROPERTY ADDRESS:

9 Marigold Drive, Bellingham, WA 98229

PARCEL ID:

370408-383424-0000 PID 33518

LENDER:

To Be Determined

BUYER:

To Be Determined

SELLER:

Eduard Bak and Irena Bak, a married couple

COMPANY CONTACT INFORMATION:

Title Team:

Whatcom Title Team 1

(360) 676-8484 office

titleteam1@whatcomtitle.com

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Whatcom Land Title
 Issuing Office: 2011 Young Street, Suite 102
 Bellingham, WA 98225
 Issuing Office's ALTA® Registry ID: 1234565
 Loan ID Number: TBD
 Commitment Number: 60021217-853
 Issuing Office File Number: 60021217-853
 Property Address: 9 Marigold Drive, Bellingham, WA 98229
 Revision Number: 1

SCHEDULE A

1. Commitment Date: July 10, 2025 at 8:00 AM

2. Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. ALTA Homeowner's Policy Basic	\$10,000.00	\$216.00	\$19.44	\$235.44

PROPOSED INSURED: **To Be Determined**

	AMOUNT	PREMIUM	TAX	TOTAL
b. ALTA Loan Policy Extended	\$10,000.00	\$339.00	\$30.51	\$369.51

PROPOSED INSURED: **To Be Determined**

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
☒ ALTA ENDORSEMENT 9-06	\$0.00	\$0.00	\$0.00

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
☒ ALTA ENDORSEMENT 22-06	\$0.00	\$0.00	\$0.00

ENDORSEMENTS:	PREMIUM	TAX	TOTAL
☒ ALTA ENDORSEMENT 8.1	\$0.00	\$0.00	\$0.00

3. The estate or interest in the Land at the Commitment Date is:
fee simple

4. The Title is, at the Commitment Date, vested in:
Eduard Bak and Irena Bak, a married couple

5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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WHATCOM LAND TITLE

2011 Young Street, Suite 102, Bellingham, WA
98225
Telephone: (360) 676-8484

Countersigned by:



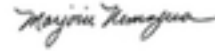
Randy Marshall
Whatcom Land Title, License #180951

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Whatcom, State of Washington, and is described as follows:

LOT 61, PLAT OF SUDDEN VALLEY, DIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 63 THROUGH 65, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Assessor Parcel Number (APN)

APN: 370408-383424-0000 PID 33518

The address for the Exhibit A above is as follows:

9 Marigold Drive, Bellingham, WA 98229

The property address and APN shown above are not part of the legal description for the title to the land to be insured.

Title companies insure properties based on the legal description (not the property address), and the property address is not a part of the legal description. The property address has been added to this page for reference only.

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
6. In the event that the county recording office is experiencing delays and is unable to record the closing documents on the date the documents are released for recording, Whatcom Land Title will, so long as sales proceeds are made available to the seller, issue the policy or policies of title insurance listed in Schedule A as of the date the documents were released for recording.
7. Title will be vested in parties yet to be disclosed. When title is vested, their title will be subject to matters of record against their names.
8. The Company has been asked to issue simultaneous policies without disclosure of the liability amounts. This commitment shall be effective only when the amounts of the owner's and lender's policies committed for has been inserted in Schedule A hereof. The forthcoming owner's policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner.
The Company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
9. For each policy to be issued as identified in Schedule A, item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions, or requirements after the designation of the Proposed Insured.
10. The Company requires the proposed insured to verify that the land covered by this commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.

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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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

STANDARD EXCEPTIONS

THE FOLLOWING STANDARD EXCEPTIONS WILL NOT BE INCLUDED ON THE 7-01-2021 HOMEOWNER'S POLICY OR THE 7-01-2021 EXTENDED LOAN POLICY.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

SPECIAL EXCEPTIONS

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1. Lien of Real Estate Excise Sales Tax upon any sale of said premises, if unpaid.

GENERAL Graduated REET structure for Whatcom County:

- 1.6 percent if the selling price is equal to or less than \$525,000;
- 1.78 percent on the portion of the selling price that is greater than \$525,000, but equal to or less than \$1,525,000;
- 3.25 percent on the portion of the selling price that is greater than \$1,525,000, but equal to or less than \$3,025,000; and
- 3.5 percent on the portion of the selling price that is greater than \$3,025,000.

NOTE: The above stated rates include the local tax rates imposed by Whatcom County (.50%).

The Whatcom County Treasurer's Office **REQUIRES** a one-page laser printed copy of the Excise Tax Affidavit to accompany all documents requiring the payment of excise tax. This Affidavit must include the original signatures of Grantor/Grantee or Agent, and maintain a 1-inch bottom margin. Any additional legal descriptions must be on letter-sized paper (8.5" x 11"). This Affidavit may be downloaded from the Whatcom County Treasurer's website (www.whatcomcounty.us/treasurer/). Documents without the proper form may be rejected and not processed until the appropriate form is executed. The Affidavit **must** be the original legal-sized (8.5" x 14"), signed document.

2. General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency, (1st half delinquent on May 1; 2nd half delinquent on November 1):

Tax Year: 2025

Tax Account No. [370408-383424-0000 PID 33518](#)

Amount Billed: \$232.80 | Amount Paid: \$116.45 | Amount Due: \$116.35

Tax Levy Code: 1015

Assessed Values: Land: \$25,465.00 | Improvements: \$0.00 | Total: \$25,465.00

3. Water or local improvement assessments, if any, including any interest and penalties if applicable, levied by Lake Whatcom Water & Sewer District. Information regarding such matters must be obtained from said water district. [Phone 360-734-9224/Fax 360-738-8250]
4. Reservations contained in instrument recorded on December 5, 1979 as document #1343782 in the [official records](#).

FURTHER SPECIAL EXCEPTIONS - SUDDEN VALLEY, DIVISION NO. 7

5. Any unpaid assessments or charges, and liability for further assessments or charges by Lake Whatcom Water & Sewer District and/or Sudden Valley Community Association.
6. Agreement and the terms and conditions thereof:
Recorded on September 9, 1953 as document #760722 in the [official records](#)
Regarding construction over said land of an electric pole line forming a connection with the power line
7. Reservations contained in instrument recorded on December 7, 1954 as document #785883 in the [official records](#).

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8. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution system
Area affected: said premises and other property
Recorded on March 24, 1960 as document #890431 in the [official records](#)
9. Covenants, conditions and restrictions imposed by instrument recorded on December 22, 1969 as document #1070299 in the [official records](#), including, as applicable, but not limited to, liability for assessments levied by the community association.

Note: Restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin have been deleted.

And amendment thereto recorded on October 21, 1971, April 5, 1976, and August 11, 1982 as documents #1103571, 1212859, and 1425140, respectively in the [official records](#)

10. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded plat of Sudden Valley, Division No. 7 recorded on December 22, 1969 as document #1070302 in the [official records](#) .pdf).

This policy does not insure that the land described in schedule a is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

11. Easement and the terms and conditions thereof:
Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution system
Area affected: 3 feet on each side of lot line, 5 feet on each real lot line and 15 feet on each front lot line
Recorded on October 13, 1971 as document #1103148 in the [official records](#)
12. Easement and the terms and conditions thereof:
Grantee: Whatcom County Cablevision, Inc., a Washington corporation
Purpose: Underground electric cable television and/or distribution system
Area affected: 3 feet on each side of lot line, 5 feet on each real lot line and 15 feet on each front lot line
Recorded on July 9, 1982 as document #1422707 in the [official records](#)
13. Easement and the terms and conditions thereof:
Grantee: Cascade Natural Gas Corporation
Purpose: Construct, install, maintain, protect, improve, repair and abandon in place an underground natural gas pipeline or pipelines
Area affected: all roads together with common areas and parks
Recorded on November 16, 1993 as document #931116105 in the [official records](#)

(END OF SPECIAL EXCEPTIONS)

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INFORMATIONAL NOTES

1. Within the past 24 months, the following conveyances have been recorded in Whatcom County, which affect the property described in Schedule A herein:
A: Statutory Warranty Deed on May 16, 2024 as document #2024-0501130 in the [official records](#)
2. Based on information provided to the company, on the date of this commitment it appears that there is located on the land:

Land Only

Known as:
9 Marigold Drive
Bellingham, WA 98229 [Map](#)
3. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

LOT 61, PLAT OF SUDDEN VALLEY, DIVISION NO. 7
370408-383424-0000 PID 33518
4. The matters relating to the questions of survey, rights of parties in possession and unrecorded liens for labor and material have been cleared for the loan policy, which when issued, will contain the ALTA 9-06 endorsement. The loan policy offers additional coverage which will not be provided in the owner's policy to be issued, except as specified in the Homeowner's Additional Protection endorsement or in the ALTA 2021 Homeowner's policy.
5. If you would like the company to act as trustee in the proposed deed of trust, please note that Cascade West Title Company, LLC d/b/a Whatcom Land Title Company may act as trustee of a deed of trust under RCW 61.24.010(1).
6. In the event that the commitment jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The commitment jacket is available for inspection at any Company office.
7. A \$5.45 (including tax) electronic document recording fee and a \$.69 mail back fee for a total of \$6.14 will be charged for each document recorded.
8. When sending documents for recording via U.S. mail or special courier service, please send to the following address, unless specific arrangements have been made with your title officer:

Whatcom Land Title Recording
2011 Young St #102
Bellingham, WA 98225
Attn: Recording Dept.

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- a. In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the 2021 ALTA Homeowner's Policy of Title Insurance, and/or the 2021 ALTA Loan Policy.

If the policy to be issued is the 2021 ALTA Homeowner's Policy of Title Insurance, certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a(n) Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – 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 IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online

service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates’ services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's

effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



WHATCOM LAND TITLE COMPANY
2011 YOUNG STREET, SUITE 102
BELLINGHAM, WA 98225
Phone: (360)676-8484 • Toll Free: (800)334-6314
Fax: (360)671-0982

PRIVACY NOTICE

Financial companies like Whatcom Land Title Company (WLT) 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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

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 and the reasons WLT chooses to share information.

Reasons we can share your personal information	Does WLT share?
For our everyday business purposes - such as to process your transactions, maintain your account(s), handle a claim, or respond to court orders and legal investigations, or report to credit bureaus	Yes
For our marketing purposes - to offer our products and services to you	No
For joint marketing with other financial companies	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes
For our affiliates' everyday business purposes - information about your creditworthiness	No
For our affiliates to market to you	No
For non-affiliates to market to you	No

Definitions:

Affiliates Are companies related by common ownership or control. They can be financial and nonfinancial companies. *WLT does have several business locations and three underwriters. WLT shares information among its business locations and with the underwriter insuring your transaction - Old Republic National Title Insurance Company; Commonwealth Land Title Insurance Company; and First American Title Insurance Company.*

Non-affiliates Are companies not related by common ownership or control. They can be financial and non-financial companies. *WLT does not share with non-affiliates to market to you.*

Joint marketing Is a formal agreement between non-affiliated financial companies that together market financial products or services to you. *WLT does not jointly market.*

Frequently Asked Questions:

How does WLT collect my personal information? We collect your personal and non-personal information: 1) directly from you; 2) automatically when you interact with us; and 3) from third parties, including business parties. *Examples containing personal information:* your driver's license, your mortgage information, and when you make a wire transfer.

How does WLT 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.

How long does WLT keep my personal information?

We keep your personal information in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Why can't I limit all sharing? Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Questions?

Contact us at (360) 676-8484, toll free (800) 334-6314, or through our website at www.whatcomtitle.com. Direct written inquiries or complaints by mail to Whatcom Land Title Company, Compliance Department, 2011 Young Street, Suite 102, Bellingham WA, 98225 or electronically at <https://www.whatcomtitle.com/consumer-complaint-intake-form/>.

We may change or update this Privacy Notice from time to time.