

**Tiago National Title LLC**  
**ALTA Universal ID:**  
**4700 South Syracuse Street**  
**Suite 420**  
**Denver, CO 80237**

File No./Escrow No. : CO22-00500  
 Print Date & Time: February 17, 2022 8:01 am  
 Officer/Escrow Officer : Stephanie Poage  
 Settlement Location : 4700 South Syracuse Street, Suite 420  
 Denver, CO 80237

Property Address: 2358 50th Avenue  
 Greeley, CO 80634

Buyer: United Colorado LLC, a Texas limited liability company  
 2000 South Colorado Blvd  
 Tower 1 Suite 1300  
 Denver, CO 80222

Seller: Harry S. Mills  
 2358 50th Avenue  
 Greeley, CO 80634

Settlement Date: February 17, 2022  
 Disbursement Date: February 17, 2022

Description	Borrower/Buyer	
	Debit	Credit
<b>Financial</b>		
Sale Price of Property	370,000.00	
Deposit		4,100.00
<b>Prorations/Adjustments</b>		
County Taxes 01/01/22 - 02/17/22		249.75
<b>Other Loan Charges</b>		
E-Recording Fee to Simplifile	3.75	
<b>Title Charges and Escrow/Settlement Charges</b>		
Hold Open Fee to Tiago National Title LLC	175.00	
Incoming Wire Processing Fee to Tiago National Title LLC	35.00	
Real Estate Settlement Fee to Tiago National Title LLC	310.00	
Tax Cert Fee to Tiago National Title LLC	30.00	
Colorado Form 130-06 to Tiago National Title LLC	65.00	

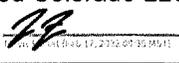
Description	Borrower/Buyer	
	Debit	Credit
<b>Title Charges and Escrow/Settlement Charges (continued)</b>		
Owner's Title Insurance to Tiago National Title LLC Coverage: 370,000.00 Premium: 1,330.00	1,330.00	
<b>Commissions</b>		
Aquisition Fee to New Western Acquisitions \$500.00 paid outside closing by Buyer		
<b>Government Recording and Transfer Charges</b>		
Recording Fees to Simplifile	36.00	
State Doc Fee to Simplifile	37.00	
<b>Miscellaneous</b>		
Funding Fee to Quickdraw Funding LLC \$650.00 paid outside closing by Buyer		
	<b>Debit</b>	<b>Credit</b>
<b>Subtotals</b>	372,021.75	4,349.75
<b>Due from Buyer</b>		367,672.00
<b>Totals</b>	372,021.75	372,021.75

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Tiago National Title LLC to cause the funds to be disbursed in accordance with this statement.

Buyer

United Colorado LLC, a Texas limited liability company

BY:   
 Travis Foster  
 Authorized Signor

  
 Stephanie Poage  
 Escrow Officer



	Debit	Credit
Subtotals	151,800.50	370,000.00
Due to Seller	218,199.50	
Totals	370,000.00	370,000.00

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Tiago National Title LLC to cause the funds to be disbursed in accordance with this statement.

Seller



Harry S. Mills

  
Stephanie Poage  
Escrow Officer

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CL8-5-19) (Mandatory 7-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING**

## CLOSING INSTRUCTIONS

DATE: February 17, 2022

1. **PARTIES, PROPERTY.** Harry S. Mills (Seller), and United Colorado LLC, a Texas limited liability company (Buyer), engage Tiago National Title LLC (Closing Company), who agrees to provide closing and settlement services in connection with the closing of the transaction for the sale and purchase of the Property known as: 2358 50th Avenue, Greeley, CO 80634 and more fully described in the Contract to Buy and Sell Real Estate, dated February 4, 2022, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.
2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company  **Agrees**  **Does Not Agree** that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company  **Agrees**  **Does Not Agree** to furnish copies of Exceptions.
3. **INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:
  - 4.1. **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.
  - 4.2. **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.
  - 4.3. **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.
5. **CLOSING FEE.** Closing Company will receive a fee of \$310.00 for providing closing and settlement services (Closing Fee).

6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§10, 11 and 12.
7. **DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.
8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:  **Cashier's Check**, at Seller's expense,  **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense  **Closing Company's trust account check**.
9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.
10. **FAILURE OF CLOSING.** If closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, will be voided by Closing Company, with the original(s) returned to Buyer and a copy to Buyer's Lender.
11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money, (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to the Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.
13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions, must be in writing and signed by Buyer, Seller and Closing Company.
14. **CHANGE OF OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.
15. **FIRPTA AND COLORADO WITHHOLDING.**
  - 15.1. **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
  - 15.2. **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

16. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are deemed to be a full and complete contract between the parties.

18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.

19. **NOTICE, DELIVERY AND CHOICE OF LAW.**

19.1. **Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in §19.2 and is effective when physically received by such party.

19.2. **Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email, or \_\_\_\_\_.

19.3. **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.

19.4. **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

**Buyer's Name:**

United Colorado LLC, a Texas limited liability company

BY:   
Travis Foster  
Authorized Signor

Address: 2000 South Colorado Blvd, Tower 1  
Suite 1300  
Denver, CO 80222

Phone No.:  
Fax No.:  
Email Address:

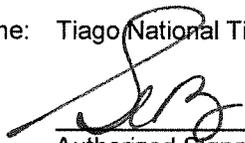
**Seller's Name:**

*Signed in Counterpart*

Harry S. Mills

Address: 601 24th Avenue  
Lewiston, ID 83501  
Phone No.: (970) 290-0550  
Fax No.:  
Email Address: Harryzaims@gmail.com

Closing Company's Name: Tiago National Title LLC

  
Authorized Signature      ESCROW OFFICER      Title      2/17/22      Date

Address: 4700 South Syracuse Street, Suite 420  
Denver, CO 80237

Phone No.: (303)488-3330  
Fax No.: (888)333-8391  
Email Address: \_\_\_\_\_



**TIAGO NATIONAL TITLE LLC**  
4700 South Syracuse Street, Suite 420  
Denver, CO 80237  
Telephone: (303)488-3330

**UTILITY AGREEMENT**

This agreement made and executed this 17th day of February, 2022 with regards to the closing of 2358 50th Avenue, Greeley, CO 80634 both the Buyer and Sellers fully understand that the Telephone Company, Public Service Company and the present Hazard Insurance Agency will not be notified by Tiago National Title LLC, Escrow Agent.

The parties agree to the following:

\$ \_\_\_\_\_

\$500.00 \_\_\_\_\_ Escrowed pending the final reading

\$ \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ Flat Rate water and/or Sewer

Included in Homeowners Association Dues

Any currently due bills have been paid; no adjustment made between Buyer and Seller; SELLER IS RESPONSIBLE FOR FINAL BILL; BUYER IS RESPONSIBLE FOR PLACING ACCOUNT IN HIS/HER NAME

If the Escrow Agent has escrowed funds on a metered account, the Escrow Agent will pay any final bill and refund any monies in excess of the final bill to the appropriate party. In the event, the final bill exceeds the escrowed amount, any additional charges are the responsibility of the appropriate party, and the Escrow Agent shall not be responsible for the payment of additional charges.

In the event of a flat rate proration, the Escrow Agent assumes no responsibility or liability if the figures were misquoted by the utility company. Adjustments are to be between the Buyer and Sellers.

ACCEPTED: Buyer

ACCEPTED: Sellers

United Colorado LLC, a Texas limited liability company

BY:   
\_\_\_\_\_  
Travis Foster  
Authorized Signor

*Signed in Counterpart*

\_\_\_\_\_  
Harry S. Mills

Forwarding Address:

Harry S. Mills  
601 24th Avenue  
Lewiston, ID 83501

**TIAGO NATIONAL TITLE LLC**  
4700 South Syracuse Street, Suite 420  
Denver, CO 80237  
Telephone: (303)488-3330

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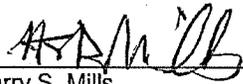
ACCEPTED: Buyer

ACCEPTED: Sellers

United Colorado LLC, a Texas limited liability company

BY: Signed in Counterpart

Travis Foster  
Authorized Signor

  
\_\_\_\_\_  
Harry S. Mills

Forwarding Address:

Harry S. Mills  
601 24th Avenue  
Lewiston, ID 83501

**TIAGO NATIONAL TITLE LLC**  
4700 South Syracuse Street, Suite 420  
Denver, CO 80237  
Telephone: (303)488-3330

FILE NO.: CO22-00500

**REAL ESTATE TAX/ASSESSMENT AGREEMENT**

It is hereby understood and agreed between the Buyer and Sellers of property known as 2358 50th Avenue, Greeley, CO 80634 that the taxes for the current year have been adjusted as of this date on the basis of:

Taxes for the calendar year immediately preceding closing.

The most recent assessment and mill levy:

Land Assessment:	\$3,580
Improvement Assessment:	\$18,600
Mill Levy:	87.447

The above figures were obtained by telephone from the County Treasurer's and/or Assessor's Office and Tiago National Title LLC assumes no responsibility or any liability in the event the County misquoted the figures. Any further adjustments shall be made solely between the Buyer and Sellers, if necessary, and Tiago National Title LLC will not make or be responsible for the re adjustment or any liability in connection therewith.

Estimate for current year's taxes of 2022 has been prorated between the parties in the amount of \$1,939.58.

It is further agreed that the above adjustment shall be:

A Final Settlement of 2358 50th Avenue, Greeley, CO 80634.

Re-adjusted between the Buyer and Sellers as soon as the taxes have been billed by the County Treasurer.

Re-adjusted between the Buyer and Sellers as to any changes in the unimproved land assessment or mill levy.

The Buyer and Sellers assume responsibility for pursuing and making any re adjustments. Tiago National Title LLC is released from any and all responsibility for said re adjustment.

It is further understood and agreed between Buyer and Sellers that:

All special improvements and assessments by any governmental body or taxing authority for improvements now installed are paid in full. Any special improvements now installed but not assessed are to be paid by the Sellers. Any adjustment shall be made between the Buyer and Sellers, if necessary, and the closing agent will not make or be responsible for this re adjustment or any liability in connection therewith.

This agreement, made and executed this 17th day of February, 2022.

BUYERS:

SELLERS:

United Colorado LLC, a Texas limited liability company

*Signed in Counterpart*

BY:  \_\_\_\_\_

\_\_\_\_\_  
Harry S. Mills

Travis Foster  
Authorized Signor

This agreement, made and executed this 17th day of February, 2022.

BUYERS:

SELLERS:

United Colorado LLC, a Texas limited liability company

BY: Signed in Counterpart

Travis Foster  
Authorized Signor

  
\_\_\_\_\_  
Harry S. Mills

## FINAL AFFIDAVIT AND AGREEMENT

The undersigned, as General Contractor and/or Owner and Purchaser, for the purpose of inducing First National Title Insurance Company to issue its Loan and/or Owners Policy for Title Insurance in connection with the property described as:

2358 50th Avenue, Greeley, CO 80634

See Tiago National Title LLC File No.: CO22-00500

do hereby make the following representations to North American Title Insurance Company with full knowledge and intent that said company shall rely thereon:

### OWNER'S AND/OR GENERAL CONTRACTOR'S STATEMENT:

1. The undersigned is/are the owner(s) of the said property and no other present owner(s) of this property or any portion thereof.
2. The undersigned have possession of all of this property and no other person or entity has any right or claim, written or verbal, to use or possess any portion of said property.
3. The undersigned know of no easements, rights of way, liens, agreements, options, contracts or other rights in or claims to the property written or verbal, recorded or unrecorded other than those disclosed in the Commitment for Title Insurance.
4. That all persons, firms and corporations, including the General Contractor, and all subcontractors, who have furnished services, labor or materials, used for construction, renovation, repair, maintenance, remodeling or other types of construction of improvements on the real estate described, have been paid in full. And the undersigned is/are aware of no invoices, bills, claims or demands for labor, services or materials for which claim of payment has been made.
5. That no claims have been made to the undersigned, nor is any suit now pending of any contractor, subcontractor, laborer or materialman, and that no chattel mortgages, conditional bills of sale, security agreements or financing statements have been made, or are now outstanding as to any materials, appliances, fixtures, or furnishings placed upon or installed in said premises.
6. That all of the improvements constructed on the real estate herein described were completed on or before February 17, 2022.

### PURCHASER'S STATEMENT:

1. That the improvements on the real estate herein described have been fully completed by the General Contractor and have been accepted by the undersigned as completed and as satisfactory.
2. That the full purchase price has been paid by said Purchasers to said contractor and/or Seller.
3. That said premises were/will be occupied by said Purchaser's on or about February 17, 2022.
4. That the undersigned have not caused or agreed to or contracted for any labor, services or materials to be furnished or work to be done on said improvements which materials or labor have not been paid in full, or which material or labor could give rise to mechanic's or other statutory liens and have not executed any security agreements or financing statements for materials, appliances, fixtures or furnishings placed upon or installed in said premises.

THEREFORE THE UNDERSIGNED DO JOINTLY AND SEVERALLY HEREBY AGREE, DEFEND AND SAVE HARMLESS NORTH AMERICAN TITLE INSURANCE COMPANY AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COSTS AND ATTORNEY FEES BY REASON OF ANY CLAIMS OR LIENS ASSERTED WITH RESPECT TO THE MATTERS DESCRIBED IN THE ABOVE PARAGRAPH(S). THIS PARAGRAPH SHALL APPLY ONLY TO EACH OF THE UNDERSIGNED ONLY TO THE EXTENT OF THE ABOVE REPRESENTATIONS MADE BY EACH RESPECTIVE PERSON SIGNING.

Date: February 17, 2022

United Colorado LLC, a Texas limited liability company

*Signed in Counterpart*

BY:   
Travis Foster  
Authorized Signor

\_\_\_\_\_  
Harry S. Mills

STATE OF COLORADO  
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 17th day of February, 2022, by Travis Foster, as Authorized Signor for United Colorado LLC, a Texas limited liability company.

Witness my hand and seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 17th day of February, 2022, by Harry S. Mills.

Witness my hand and seal.

*Signed in Counterpart*

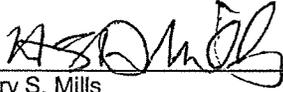
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

THEREFORE THE UNDERSIGNED DO JOINTLY AND SEVERALLY HEREBY AGREE, DEFEND AND SAVE HARMLESS NORTH AMERICAN TITLE INSURANCE COMPANY AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COSTS AND ATTORNEY FEES BY REASON OF ANY CLAIMS OR LIENS ASSERTED WITH RESPECT TO THE MATTERS DESCRIBED IN THE ABOVE PARAGRAPH(S). THIS PARAGRAPH SHALL APPLY ONLY TO EACH OF THE UNDERSIGNED ONLY TO THE EXTENT OF THE ABOVE REPRESENTATIONS MADE BY EACH RESPECTIVE PERSON SIGNING.

Date: February 17, 2022

United Colorado LLC, a Texas limited liability company

BY: Signed in Counterpart  
Travis Foster  
Authorized Signor

  
\_\_\_\_\_  
Harry S. Mills

STATE OF COLORADO  
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 17th day of February, 2022, by Travis Foster, as Authorized Signor for United Colorado LLC, a Texas limited liability company.

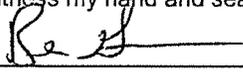
Witness my hand and seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF COLORADO  
COUNTY OF Weld

The foregoing instrument was acknowledged before me this 17th day of February, 2022, by Harry S. Mills.

Witness my hand and seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10-2-23

BENJAMIN JEROME GUERRERO II  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194037749  
My Commission Expires 10/2/2023

**NON-FOREIGN AFFIDAVIT**

RE: That certain real property legally described as:

Lot 5, Block 2, First Addition to Lundvall Subdivision, City of Greeley, County of Weld, State of Colorado.

095915115005

As known by street and numbers as: 2358 50th Avenue, Greeley, CO 80634

Section 1445 of the Internal Revenue code provides that a transferee (buyer) of U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To relieve the transferee of any withholding tax obligation with respect to the sale of the Property, the transferor hereby certifies to the transferee the following:

1. That seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. That transferor's taxpayer identification number or social security number is 205-56-6228.
3. That transferor's address is 2358 50th Avenue, Greeley, CO 80634.
4. That transferor will not transport, transfer, mail, wire or in any way remove the proceeds from this transaction outside the boundaries of the United States until the applicable taxes have been paid.

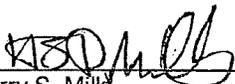
Transferor understands that this certification may be disclosed to the Internal Revenue Service by various parties to the closing, including but not limited to transferor's attorney, transferee's attorney, transferee and Tiago National Title LLC.

Transferor understands that any false statement contained herein could be punishable by fine, imprisonment or both.

The undersigned declares that the undersigned has examined this certification and to the best of the undersigned's knowledge and belief declares it to be true, correct and complete. If applicable the undersigned declares that the undersigned has authority to sign this document on behalf of \_\_\_\_\_.

Executed this 17th day of February, 2022.

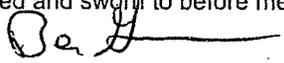
Transferor(s):

  
\_\_\_\_\_  
Harry S. Mills

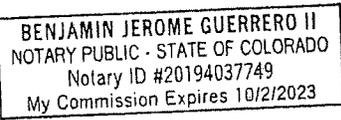
State of Colorado

County of Weld

Signed and sworn to before me the 17th of February, 2022, by Harry S. Mills.

  
\_\_\_\_\_  
Notary Public

Affix stamp/seal:





**INFORMATION WITH RESPECT TO A CONVEYANCE OF A  
 COLORADO REAL PROPERTY INTEREST**

1. Transferor's Last Name Mills		First Name Harry		Middle Initial S.	
Address 601 24th Avenue		City Lewiston		State ID	Zip 83501
Spouse's Last Name (If applicable)		First Name		Middle Initial	
Address		City		State	Zip
2. Transferor is (check one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Estate <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (specify)				If other, please specify:	
3. SSN 205-56-6228		Colorado Account Number		4. FEIN	
5. Type of Property Sold: Single Family				6. Date of closing (MM/DD/YY) 02/17/22	
7. Address or Legal Description of property sold: 2358 50th Avenue		City Greeley		State CO	Zip 80634
8. Selling price of the property:				\$370,000.00	
9. Selling price of this transferor's interest:				\$370,000.00	
10. If Colorado tax is withheld, check this box <input type="checkbox"/>					
11. Amount of tax withheld				NONE	
12. If withholding is not made, give reason (check one):					
a. Affirmation of Colorado residency signed				<input checked="" type="checkbox"/>	
b. Affirmation of permanent place of business signed				<input type="checkbox"/>	
c. Affirmation of principal residence signed				<input type="checkbox"/>	
d. Affirmation of partnership signed				<input type="checkbox"/>	
e. Affirmation of no tax reasonably estimated to be due to no gain on sale signed				<input type="checkbox"/>	
f. No net proceeds				<input type="checkbox"/>	
13. Title Insurance Company Tiago National Title LLC				Phone Number (303)488-3330	
Address 4700 South Syracuse Street, Suite 420		City Denver		State CO	Zip 80237
File this form together with DR 1079, if applicable, within 30 days of the closing date with the <b>Colorado Department of Revenue</b> Denver, CO 80261-0005					



### Affirmation of Colorado Residency

I (we) hereby affirm that I am (we are) the transferor(s) or the fiduciary of the transferor of the property described on this DR 1083 and that as of the date of closing I am (we are) or the estate or the trust is a resident of the State of Colorado.

**Signed under the penalty of perjury**

Signature of transferor or fiduciary

Date (MM/DD/YY)

2/17/22

Spouse's signature (if applicable)

Date (MM/DD/YY)

### Affirmation of Permanent Place of Business

I hereby affirm that the transferor of the property described on this DR 1083 is a corporation which maintains a permanent place of business in Colorado.

**Signed under the penalty of perjury.**

Signature of corporate officer

Date (MM/DD/YY)

### Affirmation of Sale by Partnership

I hereby affirm that the transfer of property described on this DR 1083 was sold by an organization defined as a partnership under section 761(a) of the Internal Revenue Code and required to file an annual federal partnership return of income under section 6031(a) of the Internal Revenue Code.

**Signed under the penalty of perjury.**

Signature of general partner

Date (MM/DD/YY)

### Affirmation of Principal Residence

I hereby affirm that I am (we are) the transferor(s) of the property described on this DR 1083 and immediately prior to the transfer it was my (our) principal residence which could qualify for the exclusion of gain provision of section 121 of the Internal Revenue Code.

**Signed under the penalty of perjury.**

Signature of transferor

Date (MM/DD/YY)

Spouse's signature if applicable

Date (MM/DD/YY)

### Affirmation of No Reasonably Estimated Tax to be Due

I hereby affirm that I am (we are) the transferor(s) or an officer of the corporate-transferor or a fiduciary of the estate or trust-transferor of the property described on the front side of this form, and I (we) further affirm that there will be no Colorado income tax reasonably estimated to be due on the part of the transferor(s) as a result of any gain realized on the transfer.

**Please understand before you sign this affirmation that nonresidents of Colorado are subject to Colorado tax on gains from the sale of Colorado real estate to the extent such gains are included in federal taxable income.**

**Signed under the penalty of perjury.**

Signature of transferor, officer or fiduciary

Date (MM/DD/YY)

Spouse's signature if applicable

Date (MM/DD/YY)

## Instructions for DR 1083

**In general.** With certain exceptions, sales of Colorado real property valued of \$100,000 or more, and are made by nonresidents of Colorado, are subject to a withholding tax in anticipation of the Colorado income tax that will be due on the gain from the sale.

A transferor who is an individual, estate, or trust will be subject to the withholding tax if either the federal Form 1099-S to be filed with the Internal Revenue Service to report the transaction or the authorization for the disbursement of the funds resulting from the transaction shows a non-Colorado address for the transferor.

A corporate transferor will be subject to the withholding tax if immediately after the transfer of the title to the Colorado real property interest, it has no permanent place of business in Colorado. A corporation will be deemed to have a permanent place of business in Colorado if it is a Colorado domestic corporation, if it is qualified by law to transact business in Colorado, or if it maintains and staffs a permanent office in Colorado.

**Amount of withholding.** The withholding shall be made by the title insurance company or its authorized agent or any attorney, bank, savings and loan association, savings bank, corporation, partnership, association, joint stock company, trust, unincorporated organization or any combination thereof acting separately or in concert that provides closing and settlement services. The amount to be withheld shall be the lesser of: (a) two percent of the selling price of the property interest or, (b) the net proceeds that would otherwise be due to the transferor as shown on the settlement statement.

"Closing and settlement services" means providing services for the benefit of all necessary parties in connection with the sale, leasing, encumbering, mortgaging, creating a secured interest in and to the real property, and the receipt and disbursement of money in connection with any sale, lease, encumbrance, mortgage, or deed of trust. [§10-11-102 (3.5), C.R.S.]

**Exceptions to Withholding.** Withholding shall not be made when:

- the selling price of the property is not more than \$100,000;

or

- the transferor is an individual, estate, or trust and both the Form 1099-S and the authorization for disbursement of funds show a Colorado address for the transferor;

or

- the transferee is a bank or corporate beneficiary under a mortgage or beneficiary under deed of trust, and the Colorado real property is acquired in judicial nonjudicial foreclosure or by deed in lieu of foreclosure;

or

- the transferor is a corporation incorporated under Colorado law or currently registered with the Secretary of State's Office as authorized to transact business in Colorado;

or

- the title insurance company or the person providing the closing and settlement services, in good faith, relies upon a written affirmation executed by the transferor, certifying under the penalty of perjury one of the following:
  - that the transferor, if a corporation, has a permanent place of business in Colorado;
  - that the transferor is a partnership as defined in section 761(a) of the Internal Revenue Code required to file an annual federal return of income under section 6031(a) of the Internal Revenue Code;
  - that the Colorado real property being conveyed is the principal residence of the transferor which could qualify for the exclusion of gain provisions of section 121 of the Internal Revenue Code;
  - that the transferor will not owe Colorado income tax reasonably estimated to be due from the inclusion of the actual gain required to be recognized on the transaction in the gross income of the transferor.

Normally Colorado tax will be due on any transaction upon which gain will be recognized for federal income tax purposes. Gain will normally be recognized for federal income tax purposes any time the selling price of the property exceeds the total of the taxpayer's adjusted basis in the property, plus the expenses incurred in the sale of the property. The taxpayer's adjusted basis of the property will normally be the taxpayer's total investment in the property, minus any depreciation thereon he has previously claimed for federal income tax purposes.

**Partnership as Transferor.** Sales of real property interests by organizations recognized as partnerships for federal income tax purposes and required to file annual federal partnership returns of income will not be subject to the Colorado withholding tax. This exception will not apply to joint ownerships of property which are not recognized as partnerships for federal income tax purposes. The sale of property jointly owned by a husband and wife, for example, is a sale by two individuals, not a sale by a partnership, and not exempt from withholding tax.

**Completion of DR 1083.** DR 1083 must be completed and submitted to the Department of Revenue with respect to sales of Colorado real property if Colorado tax was withheld from the net proceeds from the sale, or if Colorado tax would have been withheld but for the signing of an affirmation by the transferor.

**Information.** Forms and additional information are available through the Tax Information Index at [www.TaxColorado.com](http://www.TaxColorado.com) or call (303) 238-SERV (7378) for information.

- Line 1.** Enter the name and address of the transferor. In the case of multiple transferors of the same real property, a separate DR 1083 must be filed for each transferor except that if the transferors are husband and wife at the time of closing who held the property as joint tenants, tenants by the entirety, tenants in common, or as community property, and they are both subject to withholding or both exempt from withholding, treat them as a single transferor and list both of their names on line 1. Do not list husband and wife as one transferor if they do not choose to be listed as one transferor. Use the same address as is used on the federal FORM 1099-S if one is required to be filed. Otherwise, use the most current address available.
- Line 3.** If both husband and wife are listed on line 1, show both Social Security Numbers on line 3.
- Line 5.** Type of property sold would be residential, rental, commercial, unimproved land, farm, etc.
- Line 6.** Address or legal description would be the same as shown on federal FORM 1099-S.
- Line 7.** Date of closing would be the same as shown on Form 1099-S.
- Line 8.** Selling price of the property is the contract sales price. Selling price means the sum of:
- the cash paid or to be paid but not including interest;
  - the fair market value of other property transferred or to be transferred; and
  - the outstanding amount of any liability assumed by the transferee to which the Colorado real property interest is subject immediately before and after the transfer.

**Line 9.** Selling price of the transferor's interest is that part of the selling price entered on line 8 apportioned to the ownership interest of the transferor for whom the DR 1083 is being prepared. For example, if the property was owned 60% by Smith and 40% by Jones and the property was sold for \$150,000, the DR 1083 being prepared for Jones would show \$150,000 on line 8 and \$60,000 on line 9. Note that it is the amount on line 8 that determines whether or not the \$100,000 withholding tax threshold is met, not the amount entered on line 9, but the withholding is to be computed on the amount on line 9 if it is smaller than the amount on line 8.

**Line 10** If Colorado tax is withheld on the transaction, check the box on line 10 and show the amount withheld on line 11.

**Line 11** If Colorado tax is being withheld on the transfer, the title insurance company or the person providing the closing and settlement services must complete DR 1079 which is the form used to transmit the tax withheld to the Colorado Department of Revenue.

**Line 12.** If Colorado tax is not withheld on the transaction, check appropriate box on line 12.

**Due date and penalty.** The title insurance company or other person providing the closing and settlement services must file DR 1083, together with DR 1079 if Colorado tax was withheld on the transfer, with the Colorado Department of Revenue within 30 days of the closing date of the transaction.

Any title insurance company or its authorized agent which is required to withhold any amount pursuant to §39-22-604.5, C.R.S. (relating to withholding on transfers of Colorado real property interests) and fails to do so shall be liable for the greater of five hundred dollars or ten percent of the amount required to be withheld, not to exceed twenty-five hundred dollars.

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2022**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**  
 Tiago Title, LLC

Filer's Federal Tax ID Number:  
 Order Number:

27-2460661  
 CO22-00500

4700 S Syracuse Drive, Suite 420  
 Denver, CO 80237  
 (813)774-4988

**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Harry S. Mills  
 601 24th Avenue  
 Lewiston, ID 83501

Transferor's Federal Tax ID Number:

XXX-XX-6228

1) Date of Closing: 02/17/22	2) Gross Proceeds: 370000.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: 2358 50th Avenue/Greeley CO 80634			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE TIAGO TITLE, LLC WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE TIAGO TITLE, LLC WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

**INSTRUCTIONS FOR TRANSFEROR:**

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

**Transferor's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

**1099 INFORMATION SHEET**

**AS REQUIRED BY TAX REFORM ACT OF 1986, THE FOLLOWING INFORMATION IS REQUESTED:**

Issue Separate 1099-S	Soc Security or Tax ID No.	Name	Status	Address <i>(for after closing)</i>
Y/N	205-56-6228	Harry S. Mills		601 24th Avenue, Lewiston, ID 83501

**BUYER'S NAMES:**

United Colorado LLC, a Texas limited liability company

**PROPERTY ADDRESS OR LEGAL DESCRIPTION:**

2358 50th Avenue, Greeley, CO 80634

**PURCHASE PRICE:** \$370,000.00

**REAL PROPERTY TAX AMOUNTS REIMB:** \$

**SELLER:**

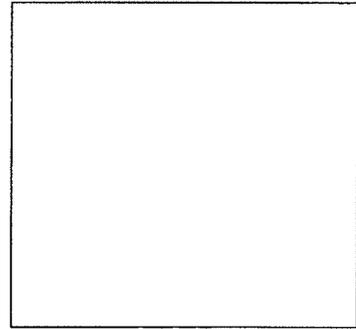
  
\_\_\_\_\_  
Harry S. Mills

**FILE NO.:**  
CO22-00500

**CLOSING DATE:**  
February 17, 2022

**BILL OF SALE**

**KNOWN BY ALL MEN THESE PRESENTS**, That **Harry S. Mills** of the County of **Weld**, State of **Colorado**, (Seller), for and in consideration of **TEN AND NO/100 Dollars (\$10.00)** and **other valuable consideration**, to them in hand paid, at or before the ensealing or delivery of these presents by **United Colorado LLC**, a **Texas limited liability company** of City and County of **Denver**, in the State of **Colorado**, (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:



The Purchase Price includes the following items (Inclusions):

- (a) Fixtures. If attached to the Property on the date of the contract, lighting, heating, plumbing, ventilating, and air conditioning, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including remote controls; and

n/a

- (b) Other Inclusions. If on the Property whether attached or not on the date of the contact: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. Check applicable line (s) if includes:

- Water Softeners                                       Smoke/Fire Detectors                                       Carbon Monoxide Alarms
- Security Systems                                       Satellite Systems (Including satellite dishes and accessories)

Exclusions, The following attached fixtures are excluded from this sale:

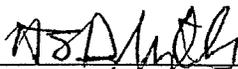
n/a

located at

**2358 50th Avenue, Greeley, CO 80634**

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to **WARRANT AND DEFEND** the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS THEREOF**, the Seller has executed this Bill of Sale on the 17th day of February, 2022.

  
\_\_\_\_\_  
Harry S. Mills

State of Colorado

County of Weld

Signed and sworn to before me the 17th of February, 2022, by Harry S. Mills.

Ben J  
Notary Public

Affix stamp/seal:

BENJAMIN JEROME GUERRERO II  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194037749  
My Commission Expires 10/2/2023

Prepared By:  
Tiago National Title LLC  
4700 South Syracuse Street, Suite 420  
Denver, CO 80237  
(303)488-3330

## **SPECIAL WARRANTY DEED**

**THIS DEED** is dated **February 17, 2022**, and is made between **Harry S. Mills** (whether one, or more than one), the "Grantor", whose mailing address is **601 24th Avenue, Lewiston, Idaho 83501**, of the County of **Nez Perce**, and **United Colorado LLC, a Texas limited liability company** (whether one, or more than one), the "Grantee," whose mailing address is **2000 South Colorado Blvd, Tower 1 Suite 1300, Denver, Colorado 80222**, of the County of **Denver**.

**WITNESS**, that the Grantor, for and in consideration of the sum of **THREE HUNDRED SEVENTY THOUSAND AND NO/100 Dollars (\$370,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of **Weld** and State of **Colorado**, described as follows:

Lot 5, Block 2, First Addition to Lundvall Subdivision, City of Greeley, County of Weld, State of Colorado.

also known by street address as: **2358 50th Avenue, Greeley, CO 80634**  
and assessor's schedule or parcel no.: **095915115005**

with all appurtenances.

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to statutory exceptions as defined in CRS 38-30-113, revised.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

  
Harry S. Mills

STATE OF COLORADO

COUNTY OF Weld

I, Ben Guerrero, a Notary Public for the County of Weld and State of Colorado, do hereby certify that Harry S. Mills personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 17th of February, 2022.

  
Notary Public

My Commission Expires: 10-2-23

(SEAL)

BENJAMIN JEROME GUERRERO II  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194037749  
My Commission Expires 10/2/2023

After Recording Return To:  
United Colorado LLC, a Texas limited liability company  
2000 South Colorado Blvd, Tower 1 Suite 1300  
Denver, CO 80222

**PAYOFF AFFIDAVIT**

Re: Loan No.: 9123113628  
Property: 2358 50th Avenue, Greeley, CO 80634  
Date: February 17, 2022  
Lender: Provident Funding Associates, L.P.

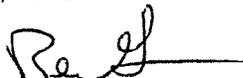
We, the undersigned, in order to induce Tiago National Title LLC (hereinafter referred to as the "Title Company") to issue its policy(ies) of title insurance covering the above captioned property, hereby agree as follows:

1. We currently are the borrowers under a deed of trust to the captioned Lender, which deed of trust allows us to make draws and/or receive advances of money by request.
2. We hereby agree that the loan payoff figures divulged to us by the captioned Lender and by the Title Company are correct to the best of our knowledge and that there are no draws or checks outstanding which will cause the payoff figure divulged to be insufficient for full and complete satisfaction of the loan.
3. We hereby agree and understand that effective immediately the aforesaid loan will be paid off entirely and will be released of record in the appropriate land records office. We will no longer be able to receive any funds from this loan account and the loan account will be canceled entirely. In order to receive further credit from the Lender involved, we will need to make application with said Lender for a new and separate loan. BY COPY OF THIS AFFIDAVIT TO THE CAPTIONED LENDER, WE HEREBY REQUEST THAT THE CAPTIONED LOAN ACCOUNT BE CLOSED ENTIRELY AND THAT THE LIEN BE RELEASED OF PUBLIC RECORD.
4. By signing below, we further agree that, should any checks or drafts be presented to the Lender subsequent to the signing of this Affidavit, thus creating a shortage of payoff funds held by the Title Company or its agent, we will advance sufficient funds to the Title Company or its agent to effect the full payoff of the loan. These required funds will be delivered to the Title Company or its agent immediately upon demand.

  
\_\_\_\_\_  
Harry S. Mills

State of Colorado  
County of weid

Subscribed and sworn before me this 17th day of February, 2022.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10-2-23

BENJAMIN JEROME GUERRERO II  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194037749  
My Commission Expires 10/2/2023

**PAYOFF AFFIDAVIT**

Re: Loan No.: JB-8061103-00  
Property: 2358 50th Avenue, Greeley, CO 80634  
Date: February 17, 2022  
Lender: SOLARCITY FTE SERIES 1, LLC

We, the undersigned, in order to induce Tiago National Title LLC (hereinafter referred to as the "Title Company") to issue its policy(ies) of title insurance covering the above captioned property, hereby agree as follows:

1. We currently are the borrowers under a deed of trust to the captioned Lender, which deed of trust allows us to make draws and/or receive advances of money by request.
2. We hereby agree that the loan payoff figures divulged to us by the captioned Lender and by the Title Company are correct to the best of our knowledge and that there are no draws or checks outstanding which will cause the payoff figure divulged to be insufficient for full and complete satisfaction of the loan.
3. We hereby agree and understand that effective immediately the aforesaid loan will be paid off entirely and will be released of record in the appropriate land records office. We will no longer be able to receive any funds from this loan account and the loan account will be canceled entirely. In order to receive further credit from the Lender involved, we will need to make application with said Lender for a new and separate loan. BY COPY OF THIS AFFIDAVIT TO THE CAPTIONED LENDER, WE HEREBY REQUEST THAT THE CAPTIONED LOAN ACCOUNT BE CLOSED ENTIRELY AND THAT THE LIEN BE RELEASED OF PUBLIC RECORD.
4. By signing below, we further agree that, should any checks or drafts be presented to the Lender subsequent to the signing of this Affidavit, thus creating a shortage of payoff funds held by the Title Company or its agent, we will advance sufficient funds to the Title Company or its agent to effect the full payoff of the loan. These required funds will be delivered to the Title Company or its agent immediately upon demand.

  
\_\_\_\_\_  
Harry S. Mills

State of Colorado  
County of weid

Subscribed and sworn before me this 17th day of February, 2022.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10-2-23

BENJAMIN JEROME GUERRERO II  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194037749  
My Commission Expires 10/2/2023

**COMPLIANCE AGREEMENT**

RE: Sale/Purchase

FILE NO.: CO22-00500

SETTLEMENT DATE: February 17, 2022

PROPERTY 2358 50th Avenue, Greeley, CO 80634

SETTLEMENT AGENT: Tiago National Title LLC

The undersigned agree, upon request of Settlement Agent or persons acting on behalf of Settlement Agent, to cooperate fully in correcting or offsetting any errors made in the settlement of the captioned transaction and, for that purpose, further agree:

- to execute, acknowledge, deliver or record any such document, pay or deliver any such funds, and take any such other action as Settlement Agent may reasonably deem necessary or desirable to ensure the proper conveyances of title and security interests, the proper collection and disbursement of funds, and the proper fulfillment of any other obligation provided for under the terms of the contracts, loan commitments and other agreements applicable to this transaction.
- to comply with any such requests within a reasonable period of time as specified by Settlement Agent.

Failure to comply with such requests may constitute default, and Settlement Agent may pursue its available remedies to compel a party in default to fulfill his, her or its obligations.

This agreement shall survive settlement.

SELLERS:

BUYERS:

Signed in Counterpart  
Harry S. Mills

United Colorado LLC, a Texas limited liability company  
BY: Travis Foster  
Travis Foster  
Authorized Signor

STATE OF COLORADO  
COUNTY OF DENVER

Subscribed and sworn to before me in the jurisdiction aforesaid on \_\_\_\_\_ by Travis Foster, as Authorized Signor for United Colorado LLC, a Texas limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**COMPLIANCE AGREEMENT**

RE: Sale/Purchase

FILE NO.: CO22-00500

SETTLEMENT DATE: February 17, 2022

PROPERTY 2358 50th Avenue, Greeley, CO 80634

SETTLEMENT AGENT: Tiago National Title LLC

The undersigned agree, upon request of Settlement Agent or persons acting on behalf of Settlement Agent, to cooperate fully in correcting or offsetting any errors made in the settlement of the captioned transaction and, for that purpose, further agree:

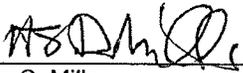
- to execute, acknowledge, deliver or record any such document, pay or deliver any such funds, and take any such other action as Settlement Agent may reasonably deem necessary or desirable to ensure the proper conveyances of title and security interests, the proper collection and disbursement of funds, and the proper fulfillment of any other obligation provided for under the terms of the contracts, loan commitments and other agreements applicable to this transaction.
- to comply with any such requests within a reasonable period of time as specified by Settlement Agent.

Failure to comply with such requests may constitute default, and Settlement Agent may pursue its available remedies to compel a party in default to fulfill his, her or its obligations.

This agreement shall survive settlement.

SELLERS:

BUYERS:

  
 \_\_\_\_\_  
 Harry S. Mills

United Colorado LLC, a Texas limited liability company  
 BY: Signed in Counterpart  
 Travis Foster  
 Authorized Signor

STATE OF COLORADO  
COUNTY OF DENVER

Subscribed and sworn to before me in the jurisdiction aforesaid on \_\_\_\_\_ by Travis Foster, as Authorized Signor for United Colorado LLC, a Texas limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[SEAL]

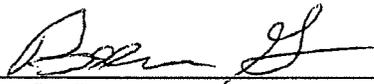
\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

STATE OF COLORADO

COUNTY OF Weld

Subscribed and sworn to before me in the jurisdiction aforesaid on 2/17/22 by Harry S. Mills, who is personally known to me or who has produced Drivers License as identification.

[SEAL]

  
Notary Public  
My commission expires: 10-2-23

BENJAMIN JEROME GUERRERO II  
NOTARY PUBLIC · STATE OF COLORADO  
Notary ID #20194037749  
My Commission Expires 10/2/2023

**TD-1000**  
**Confidential Document**

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. **This document is not recorded, is kept confidential, and is not available for public inspection.**

**This declaration must be completed and signed by either the grantor (seller) or grantee (buyer).** Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

---

1. Physical Address and/or legal description of the real property sold: Please do not use P.O. Box numbers.  
2358 50th Avenue, Greeley, CO 80634

2. Type of property purchased:  Single Family Residential  Townhome  Condominium  Multi-Unit Residential  
 Commercial  Industrial  Agricultural  Mixed Use  Vacant Land  Other: \_\_\_\_\_

3. \_\_\_\_\_ 02/17/2022 \_\_\_\_\_ 02/04/2022  
Date of closing: mm/dd/yyyy Date of contract: mm/dd/yyyy

4. \_\_\_\_\_ \$370,000.00 \_\_\_\_\_ \$  
Total Sale Price: include all real and personal property Contracted price (if different from final sale price)

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

<u>Description</u>	<u>Approximate Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Personal Property Total: \$ _____	

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sale price include a trade or exchange of additional real or personal property?  No  Yes  
If Yes, approximate value of the goods or services as of the date of closing: \$ \_\_\_\_\_  
If Yes, does this transaction involve a trade under IRS Code Section 1031?  No  Yes

7. Was 100% interest in the real property purchased?  No  Yes  
Mark "No" if only a partial interest is being purchased. If No, interest purchased \_\_\_\_\_%

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction.  No  Yes

9. Please mark type of sale:  Builder (new construction)  Public (MLS or Broker Representation)  
 Private (For Sale By Owner)  Other (describe) \_\_\_\_\_

10. Mark any of the following that apply to the condition of the improvements at the time of purchase.

New  Excellent  Good  Average  Fair  Poor  Salvage

11. Type of financing: (mark all that apply)

- None (all cash or cash equivalent)
- New/Mortgage Lender (government-backed or conventional bank loan)
- New/Private Third Party (nonconventional lender, e.g. relative, friend, or acquaintance)
- Seller (buyer obtained a mortgage directly from the seller)
- Assumed (buyer assumed an existing mortgage)
- Combination or Other: Please explain: \_\_\_\_\_

12. Total amount financed: \$ \_\_\_\_\_

13. Terms:

Variable; Starting interest rate: \_\_\_\_\_ %  Fixed; Interest rate: \_\_\_\_\_

Length of time: \_\_\_\_\_ years

Balloon payment?  No  Yes If yes, amount \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

14. Mark any that apply:  Seller assisted down payments  Seller concessions  Special terms or financing

If marked, please specify terms: \_\_\_\_\_

15. Was an independent appraisal obtained in conjunction with this transaction?  No  Yes

**For properties OTHER THAN Residential** (Residential is defined as: single family detached, townhomes, apartments and condominiums), please complete questions 16-18, if applicable.

16. Did the purchase price include a franchise or license fee?  No  Yes  
If yes, franchise or license fee value \$ \_\_\_\_\_

17. Did the purchase price involve an installment land contract?  No  Yes  
If yes, date of contract: \_\_\_\_\_

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing?  No  Yes

Please include any additional information concerning the transaction and price paid that you feel is important:

\_\_\_\_\_  
\_\_\_\_\_

	02/17/2022	Travis Foster
Signature of Grantee (Buyer)	Date: mm/dd/yyyy	Printed name of Grantee

Buyer Mailing Address: Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

2000 South Colorado Blvd, Tower 1 Suite 1300	Denver	Colorado	80222
Address (mailing)	City	State	Zip Code

Daytime Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST 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, FIRST NATIONAL TITLE INSURANCE COMPANY, a Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First National 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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- (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;
    - (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.

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- (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>.

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COMMITMENT FOR TITLE INSURANCE
Issued by
FIRST NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: Tiago National Title LLC
Issuing Office: 4700 South Syracuse Street, Suite 420, Denver, CO 80237
Issuing Office's ALTA® Universal ID:
Loan ID No.:
Commitment No.: CO22-00500
Issuing Office File No.: CO22-00500
Property Address: 2358 50th Avenue, Greeley, CO 80634

- 1. Commitment Date: January 27, 2022 at 10:00 PM
2. Policy to be issued:
(a) ALTA Owners Policy (06/17/06)
Proposed Insured: United Colorado LLC, a Texas limited liability company
Proposed Policy Amount \$370,000.00
Title Premium: \$1,330.00
Endorsements: Colorado Form 130-06 \$65.00
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 Date vested in:
Harry S. Mills
5. The Land is described as follows:
Lot 5, Block 2, First Addition to Lundvall Subdivision, City of Greeley, County of Weld, State of Colorado.

Handwritten signature of Michael A. Zara, Esq.

Michael A. Zara
Tiago National Title, LLC

FIRST NATIONAL TITLE INSURANCE COMPANY



By: J. Christopher Phelps, President/CEO
Raymond Reece, Chief Financial Officer

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**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**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.
  - a. Special Warranty Deed from Harry S. Mills to United Colorado LLC, a Texas limited liability company.
5. **Cancellation or release of Deed of Trust executed by Harry S. Mills to the Public Trustee of Weld County for the benefit of Pinnacle Mortgage Group Inc. dated November 1, 2013; recorded November 4, 2013 in the Office of the Clerk and Recorder for Weld County, Colorado at Reception No. 3975665; securing the principal sum of \$148,000.00.**
6. **Termination of UCC Finance Statement against Harry Mills in favor of Tesla, Inc. recorded June 29, 2020 in the Office of the Clerk and Recorder for Weld County, Colorado at Reception No. 4603489.**
7. Payment of all taxes through and including those for the year 2021.
8. Indemnification Agreement against all Mechanic Claim Liens to be signed by Seller at closing.
9. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.
10. Receipt of proof in affidavit form satisfactory to us that no improvements or repairs were made on the property within 120 days preceding the filing for record of the instrument required in Item Schedule B above.

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## SCHEDULE B, PART I

(Continued)

11. Proper instrument(s) creating the estate or interest to be insured must be executed and unless otherwise noted, all documents must be recorded in the appropriate recording office of the county in which said property is located, to wit:
  1. Statement of Authority for United Colorado LLC, a Texas limited liability company
12. Copy of Articles of Organization for United Colorado LLC, a Texas limited liability company to be produced and filed with this company.
13. Copy of Operating Agreement for United Colorado LLC, a Texas limited liability company to be produced and filed with this company.
14. Certificate of Good Standing for United Colorado LLC, a Texas limited liability company from the Colorado Department of State to be produced and filed with this company.

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**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**FIRST 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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by a person or persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, conflict in boundary lines, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land not shown in the Public Records.
4. Any lien, right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or 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. Taxes for 2022 and subsequent years.
9. Under and subject to dedications, easements and notes set forth on a map entitled "First Addition Lundvall Subdivision" recorded August 3, 1960 in the Office of the Clerk and Recorder for Weld County, Colorado at Reception No. 13350320.

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**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE C  
Issued by  
FIRST NATIONAL TITLE INSURANCE COMPANY**

The Land is described as follows:

Lot 5, Block 2, First Addition to Lundvall Subdivision, City of Greeley, County of Weld, State of Colorado.



## FIRST NATIONAL TITLE INSURANCE COMPANY

### COLORADO DISCLOSURE STATEMENT

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. 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. Pursuant to C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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.





## PRIVACY POLICY NOTICE

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

**Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.**

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.