American Land Title Association

ESTIMATED ALTA Settlement Statement - Buyer Adopted 05-01-2015

File No./Escrow No.: 25-105023 Officer/Escrow Officer: Juli Spink

WFG National Title Insurance Company 9200 SE Sunnybrook Blvd., Suite 350 Clackamas, OR 97015 (503) 353-9975

Property Address:

15665 SW WILLAMETTE STREET

SHERWOOD, OR 97140 (WASHINGTON)

(2S132BD00400, R555633)

Buyer:

SHERWOOD GROUP, LLC 8101 SW Nyberg Road, Suite 202

Tualatin, OR 97062

Seller:

**ELTON FAMILY FUND 1 LLC** 2541 E Gala Street, Suite 310

Meridian, ID 83642

Settlement Date:

Disbursement Date: 6/16/2025

Description	Buy	/er
	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$975,000.00	
Deposit or Earnest Money		\$25,000.00
Prorations		
County taxes 6/16/2025 to 7/1/2025 @ \$1,293.39/Year	\$53.15	
Title Charges	20 45530x 4000	and the second s
OTIRO 110 Domestic Partners Endorsement(s) to WFG National Title Insurance Company	\$0.00	
Settlement or closing fee to WFG National Title Insurance Company	\$1,337.50	
Government Recording and Transfer Charges		Milyania manana adi Milyanda atau
Recording fees: Deed \$125.00	\$125.00	
Transfer Tax to WFG National Title Insurance Company - Oregon.	\$487.50	
	Debit	Credit
Subtotals	\$977,003.15	\$25,000.00
Due From Buyer		\$952,003.15
Totals	\$977,003.15	\$977,003.15

## 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/l authorize WFG National Title Insurance Company to cause the funds to be disbursed in accordance with this statement.

BUYER(S)
----------

Sherwood Group, LLC	
Colon	
DAE/845C8912460	
By: Rahah Olean, Managing Member	

Juli Spink



### **QUALIFIED SUBSTITUTE STATEMENT**

Foreign Investment in Real Property Tax Act

Escrow No.: 25-105023

Buyer: Sherwood Group, LLC Seller: Elton Family Fund 1 LLC

Property Address: 15665 SW Willamette Street, Sherwood, OR 97140

**NOTE FOR INFORMATIONAL PURPOSES ONLY:** The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), Internal Revenue Code ("I.R.C.") Section 1445(b)(9), authorizes the United States to tax foreign persons on dispositions of U.S. real property interests. Under FIRPTA, a person buying a U.S. real property interest (transferee or "Buyer") from a foreign person (transferor or "Seller") is generally required to withhold and remit to the IRS a percentage of the sale price. If Seller is a foreign person and Buyer fails to so withhold and remit to the IRS, Buyer may be held personally liable for the tax.

The IRS allows an exception from FIRPTA withholding if Seller furnishes Buyer with a written Certification of Non-Foreign Status ("CNFS") stating, under penalties of perjury, that the Seller is not a foreign person and containing the Seller's name, U.S. taxpayer identification number, and home address, or office address, in the case of an entity.

The CNFS may be provided directly to Buyer but, because the certificate must include the Seller's taxpayer identification number, the IRS authorizes the Seller to deliver Seller's CNFS to a "Qualified Substitute" instead of the Buyer. A Qualified Substitute is defined under the I.R.C. as the person responsible for closing the transaction, and includes any attorney, title company or escrow company.

The Qualified Substitute then furnishes a statement to the Buyer ("QS Statement") stating, under penalty of perjury, that the Qualified Substitute is in possession of Seller's CNFS. According to the IRS, the Buyer is entitled to rely on the Seller's CNFS or the QS Statement unless the Buyer has actual knowledge or receives a notice from an agent or a substitute that the CNFS or QS Statement is false.

Seller hereby appoints WFG National Title Insurance Company ("WFG") to act as a Qualified Substitute under FIRPTA. WFG, acting as Qualified Substitute, certifies the following under penalty of perjury:

- WFG is the settlement services provider in this transaction. By signing this QS Statement WFG accepts the
  role of Qualified Substitute for receiving and holding Seller's CNFS. Accepting the limited role of Qualified
  Substitute does <u>not</u> make WFG Seller's agent or the Withholding Agent under FIRPTA, and WFG has <u>not</u>
  accepted the role of Withholding Agent.
- Each Seller has deposited with WFG a signed and completed CNFS stating, under penalty of perjury, that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number, and home address (or office address, in the case of an entity.)
- 3. WFG is <u>not</u> making any certification or giving any assurances as to the accuracy or correctness of the information submitted by Seller; only that Seller's CNFS has been given to WFG.
- 4. WFG has not been advised and has no actual knowledge (without investigation) that Seller's CNFS is false.
- Seller's CNFS will be retained by WFG until the end of the sixth year following the taxable year in which the transfer takes place. Buyer and Seller understand that the IRS may require that Seller's CNFS be made available to the IRS.

Buyer and Seller should consult independent tax advisors or attorneys of their choosing if they have any questions or concerns about this QS Statement, Seller's CNFS, or their rights, duties, risks and options regarding FIRPTA compliance. Buyer and Seller hereby acknowledge that WFG cannot give us and have not given us any advice regarding FIRTPA or any related matters.

Seller:

Seller's appointment of WFG as Qualified Substitute shall be effective on the date on which WFG signs this QS Statement. This QS Statement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same QS Statement.

Elton Family Fund 1 LLC
By: Aaron Elton, Manager
Date:
Buyer:
Sherwood Group, LLC
Signed by:  Signed by:  Appendix Months  RU-DANASASSICASSICASSICASSICAS Months  RU-DANASASSICASSICASSICAS Months  RU-DANASASSICASSICASSICAS Months  RU-DANASASSICASSICASSICAS Months  RU-DANASASSICASSICAS Months  RU-DANASASSICASSICAS Months  RU-DANASASSICASSICAS MONTHS  RU-DANASASSICAS RU-DANASASSICAS RU-DANASASSICAS MONTHS  RU-DANASASSICAS RU-DANASAS RU-DANASA
by. Adhan Oilean, Managing Member
6/13/2025 Date:
WFG National Title Insurance Company
Ву:
Its:
Date:

THE ORIGINAL OF THIS QS STATEMENT SHOULD BE GIVEN TO BUYER.

A COPY OF THIS QS STATEMENT SHOULD BE (I) RETAINED IN THE ELECTRONIC TRANSACTION FILE, AND (II) PROVIDED TO SELLER.

File No.: 25-105023

Grantor

Elton Family Fund 1 LLC

Grantee

Sherwood Group, LLC

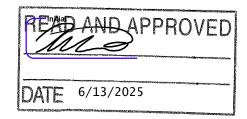
After recording return to

Sherwood Group, LLC 8101 SW Nyberg Road, Suite 202 Tualatin, OR 97062

Until requested, all tax statements shall be sent to

SAME AS ABOVE

Tax Acct No(s): 2S132BD00400, R555633



Reserved for Recorder's Use

### STATUTORY WARRANTY DEED

Elton Family Fund 1 LLC, an Idaho limited liability company, Grantor(s) convey and warrant to Sherwood Group, LLC, Grantee(s), the real property described in the attached Exhibit A, free of encumbrances EXCEPT covenants, conditions, restrictions, easements, and encumbrances of record as of the date hereof.

The true consideration for this conveyance is \$975,000.00. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195,300, 195,301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES. AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195,300, 195,301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

executed this day of June, 2025	
Elton Family Fund 1 LLC	
By: Aaron Elton, Manager	
COUNTY OF	
This instrument was acknowledged before me this day of June, 2025 by Aaron Elton, a Manager, of Elton Family Fund 1 LLC	S
Notary Public for Oregon My Commission Expires:	

## EXHIBIT "A" LEGAL DESCRIPTION

Beginning at a point North 43°24' West 963.42 feet from a stone set for the center of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon; thence North 43°24' West 175 feet to the Southwest corner of a tract conveyed to Earl Parrott, et ux, by Deed recorded March 7, 1957 in Book 391, Page 550, Deed Records; thence North 47°15' East 136 feet, more or less, to the most Easterly corner of a tract conveyed to S. R. Loerger, by Deed recorded August 4, 1950 in Book 310, Page 5, Deed Records; thence North 43°24' West 105 feet; thence North 47°15' East, parallel with the Portland and Willamette Valley Railroad right-of-way, 201.85 feet; thence South 43°24' East 280 feet; thence South 47°15' West, parallel with said Portland and Willamette Valley Railroad Company's right-of-way, 337.85 feet to the place of beginning.

EXCEPTING, however, the following described tracts:

- 1. Beginning at a point North 43°24' West 963.42 feet from stone marked with x set for center of Section 32, in Township 2 South, Range 1 West of the Willamette Meridian; running thence North 47°15' East 20 feet to the starting point; thence North 43°24' West 10 feet; thence North 47°15' East 10 feet, parallel with the Portland and Willamette Valley Railroad Company's right-of-way; thence South 43°24' East 10 feet; thence South 47°15' West, parallel with said Portland and Willamette Valley Railroad Company's right-of-way, 10 feet to the place of beginning.
- 2. Beginning at an iron pipe which bears North 43°24' West 1243.4 feet and North 47°15' East 337.85 feet from a stone set for the center of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, said point of beginning being the most Northerly corner of a tract of land conveyed to the Citizens Bank of Sherwood by Deed as recorded on Page 449 of Book 154 of the Deeds for Washington County, Oregon; thence South 43°24' East, along the Northeasterly line of said tract, 280 feet to a corner of same; thence South 47°15' West 17 feet to a point; thence North 43°24' West 280 feet to a point; thence North 47°15' East 17 feet to the place of beginning.
- 3. That tract conveyed to the City of Sherwood by Deed recorded June 19, 1946, in Book 261, Page 215, Deed Records.
- 4. That tract conveyed to Joy Elaine Larson by Deed recorded March 27, 1967 in Book 634, Page 469, Deed Records of Washington County, Oregon.
- 5. That tract conveyed by Deed to Willis A Perritt and Diane M. Perritt recorded May 11, 1989 as Document No. 89-021195, and corrected by Deed recorded January 1, 1991 as Document No. 91-002405, Records of Washington County, Oregon, being:

A tract of land in the Northwest one-quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, described as follows:

Commencing at the Southwest corner of that certain tract of land conveyed to Earl Parrott, et ux, by Deed recorded March 7, 1957 in Book 391, Page 550, Washington County Deed Records, said point bears North 43°24′00" West 1132.59 feet from a brass cap monument found at the center of said Section 32; thence North 47°18′10" East, parallel with the Portland and Willamette Valley Railroad right-of-way, 30.0 feet to a point on the Northeasterly right-of-way line of South Pine Street; thence continuing North 47°18′10" East 106.00 feet to the most Easterly corner of that certain tract of land conveyed to S. R. Loerger by Deed recorded August 4, 1950 in Book 310, Page 5, Washington County Deed Records; thence North 43°24′00" West 105.00 feet; thence North 47°18′10" East 184.85 feet to the most Westerly corner of that certain tract of land conveyed to the Citizens Bank of Sherwood by Deed recorded in Book 154, Page 449, Washington County Deed Records; thence South 43°24′00" East, along the Southwesterly line of said Citizens Bank Tract, 172.50 feet to the true point of beginning of the herein described tract; thence South 47°29′08" West, parallel with the Westerly right-of-way line of E. Willamette Street, 75.01 feet to the most Northerly corner of that certain tract of land conveyed to Joy Elaine Larson by Deed recorded in Book 634, Page 469, Washington County Deed Records; thence South 43°24′00" East, along the Northeasterly line of said Larson Tract, 100.00 feet to the most Easterly corner thereof,

being a point on the Westerly right of way line of E. Willamette Street; thence North 47°29'08" East, along said Westerly right-of-way line, 75.01 feet to the most Southerly corner of said Citizens Bank Tract; thence North 43°24'00" West, along the Southwesterly line of said Citizens Bank Tract, 100.00 feet to the true point of beginning.

6. That tract conveyed to City of Sherwood by Deed recorded August 30, 1996 as Document No. 96-078557, Records of Washington County, Oregon, being a portion of a tract of land located in the Northwest one-quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point which bears North 43°24'00" West 966.11 feet and North 47°29'08" East 50.00 feet from the center of Section 32, said point also being on the Northerly right-of-way line of Willamette Street; thence, along said Northerly right-of-way line, North 47°29'08" East 15.00 feet; thence, leaving said Northerly right-of-way line, North 43°23'51" West 100.21 feet; thence South 47°18'10" West 35.00 feet to the Easterly right-of-way line of Pine Street; thence, along said Easterly right-of-way line, South 43°24'00" East 50.00 feet; thence, leaving said Easterly right-of-way line, North 47°18'10" East 20.00 feet; thence South 43°23'51" East 50.16 feet to the point of beginning.

- 7. That tract of land conveyed to the City of Sherwood, an Oregon municipal corporation by Right of Way Dedication Deed recorded October 13, 2006 as Recording No. 2006-121843.
- 8. Any portion thereof in Tract "C", Sherwood Cannery Square, recorded December 16, 2011 as Document No. 2011-089523, in the City of Sherwood, County of Washington and State of Oregon.



9200 SE Sunnybrook Blvd., Suite 350 Clackamas, OR 97015 Phone (503) 353-9975 Fax (503) 850-4030

APPROVED

6/13/2025

WFG National Title Insurance Company Juli Spink 9200 SE Sunnybrook Blvd., Suite 350 Clackamas, OR 97015

Date Prepared: April 15, 2025

## FIRST SUPPLEMENTAL PRELIMINARY TITLE REPORT

Order Number: **25-105023** Escrow Officer: Juli Spink

Phone:

(503) 785-2864 (503) 905-7864

Fax: Email:

jspink@wfgtitle.com

Seller(s): Buyer(s): Elton Family Fund 1 LLC DBM Investments LLC

Property:

15665 SW Willamette Street, Sherwood, OR 97140

The following items have been amended:

Removed 8 and 9

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This Report (and any Amendments) is preliminary to and issued solely for the purpose of facilitating the issuance of a policy of title insurance at the time the real estate transaction in question is closed and no liability is assumed in the Report. The Report shall become null and void unless a policy is issued and the full premium paid.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

### SCHEDULE A

1. The effective date of this preliminary title report is 8:00 A.M. on 9th day of April, 2025

2. The policies and endorsements to be insured and the related charges are:

**Policy/Endorsement Description** 

Liability

**Charge** 

**ALTA 2021 Owners Policy** 

\$975,000.00

\$2,063.00

**Basic Owner's Rate** 

\$2,063.00

**OTIRO 110 Domestic Partners** 

\$0.00

Proposed Insured: DBM Investments LLC

Government Service Fee:

\$30.00

This is a preliminary billing only, a consolidated statement of charges, credits and advances, if any, in connection with this order will be provided at closing.

3. Title to the land described herein is vested in:

Elton Family Fund 1 LLC, an Idaho limited liability company

4. The estate or interest in land is:

Fee Simple

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

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

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

Beginning at a point North 43°24' West 963.42 feet from a stone set for the center of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon; thence North 43°24' West 175 feet to the Southwest corner of a tract conveyed to Earl Parrott, et ux, by Deed recorded March 7, 1957 in Book 391, Page 550, Deed Records; thence North 47°15' East 136 feet, more or less, to the most Easterly corner of a tract conveyed to S. R. Loerger, by Deed recorded August 4, 1950 in Book 310, Page 5, Deed Records; thence North 43°24' West 105 feet; thence North 47°15' East, parallel with the Portland and Willamette Valley Railroad right-of-way, 201.85 feet; thence South 43°24' East 280 feet; thence South 47°15' West, parallel with said Portland and Willamette Valley Railroad Company's right-of-way, 337.85 feet to the place of beginning.

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- 7. That tract of land conveyed to the City of Sherwood, an Oregon municipal corporation by Right of Way Dedication Deed recorded October 13, 2006 as Recording No. 2006-121843.
- 8. Any portion thereof in Tract "C", Sherwood Cannery Square, recorded December 16, 2011 as Document No. 2011-089523, in the City of Sherwood, County of Washington and State of Oregon.

#### **SCHEDULE B**

## **GENERAL EXCEPTIONS**

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies
  taxes or assessments on real property or by the public records; proceedings by a public agency which 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.
- 2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
- 5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

#### SPECIAL EXCEPTIONS

6. Easement, including the terms and provisions thereof:

For : Poles and appurtenances

Granted to : The Pacific Telephone and Telegraph Company, its successors

and assigns

Recorded : February 26, 1909 Recording No(s) : (book) 81 (page) 533

Affects : a portion of the premises herein

7. City liens, if any, of the City of Sherwood.

NOTE: We have requested a search and will advise when we have received a response.

- 8. No search has been made for Financing Statements filed in the office of the Secretary of State. Exception may be taken to such matters as may be shown thereby. No liability is assumed if a Financing Statement is filed in the office of the County Recorder covering timber, crops, fixtures or contracts on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.
- 9. Any unrecorded leases or rights of tenants in possession.

## **END OF EXCEPTIONS**

 NOTE: <u>Taxes</u> paid in full for 2024 -2025

 Levied Amount
 \$1,293.39

 Property ID No.
 R555633

 Levy Code
 088.10

Map Tax Lot No. : 2S132BD00400

NOTE: In no event shall WFG National Title Insurance Company have any liability for the tax assessor's imposition of any additional assessments for omitted taxes unless such taxes have been added to the tax roll and constitute liens on the property as of the date of closing. Otherwise, such omitted taxes shall be the sole, joint and several responsibility of seller(s) and buyer(s), as they may determine between themselves.

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

#### None of Record

NOTE: The Idaho Corporation Commission disclosed that Elton Family Fund 1 LLC, is an active Idaho limited

liability company:

Filed : April 21, 2020 Member : not shown Registered Agent : not shown

NOTE: The Oregon Corporation Commission disclosed that DBM Investments LLC, is an active Oregon limited

liability company:

Filed : September 18, 2019
Member : Michael Tatum
Member : Adrian Oltean
Registered Agent : Adrian Oltean

NOTE: We find NO judgments or Federal Tax Liens against the name(s) of DBM Investments LLC, an Oregon limited liability company.

NOTE: Links for additional supporting documents:

#### Vesting Deed

#### Aerial

INFORMATIONAL NOTE: Personal Property Tax Accounts, if any.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

NOTE: The following applicable recording fees will be charged by the county:

Multnomah County-First Page	\$86.00
Washington County-First Page	\$81.00
Clackamas County-First Page	\$93.00
Each Additional Page	\$ 5.00
Non-standard Document Fee	\$20.00
E-recording Fee	\$ 3.00

Washington County Ordinance No. 193, recorded May 13, 1977 in Washington County, Oregon imposes a tax of \$1.00 per \$1,000.00 or fraction thereof on the transfer of real property located within Washington County.

NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year: July 1st through June 30th

Taxes become a lien on real property, but are not yet payable.

Taxes become certified and payable (approximately on this date)

First one third payment of taxes are due

Second one third payment of taxes are due

Final payment of taxes are due

July 1<sup>st</sup>

October 15<sup>th</sup>

November 15<sup>th</sup>

February 15<sup>th</sup>

May 15<sup>th</sup>

Discounts: If two thirds are paid by November 15th, a 2% discount will apply.

If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date.

No interest is charged if the minimum amount is paid according to the above mentioned payment

schedule.

NOTE: THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THESE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, CONTACT THE ESCROW AGENT.

## **End of Report**

## **Your Escrow Officer**

Juli Spink WFG National Title Insurance Company 9200 SE Sunnybrook Blvd., Suite 350 Clackamas, OR 97015

Phone: Fax:

(503) 785-2864 (503) 905-7864

Email:

jspink@wfgtitle.com

## **Your Title Officer**

Jiffy Dinger-Gardner WFG National Title Insurance Company 12909 SW 68th Parkway, Suite 350 Portland, OR 97223

Phone:

(503) 431-8515

Fax:

Email: JGardner@wfgnationaltitle.com



WFG National Title Insurance Company is prepared to issue, as of the date specified in the attached Preliminary Title Report (the Report), a policy or policies of title insurance as listed in the Report and describing the land and the estate or interest set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as a General or Specific Exception or not excluded from coverage pursuant to the printed Exclusions and Conditions of the policy form(s).

The printed General Exceptions and Exclusions from the coverage of the policy or policies are listed in Exhibit One to the Report. In addition, the forms of the policy or policies to be issued may contain certain contract clauses, including an arbitration clause, which could affect the party's rights. Copies of the policy forms should be read. They are available from the office which issued the Report.

The Report (and any amendments) is preliminary to and issued solely for the purpose of facilitating the issuance of a policy of title insurance at the time the real estate transaction in question is closed and no liability is assumed in the Report.

The policy(s) of title insurance to be issued will be policy(s) of WFG National Title Insurance Company.

Please read the Specific Exceptions shown in the Report and the General Exceptions and Exclusions listed in Exhibit One carefully. The list of Specific and General Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy to be issued and should be read and carefully considered.

It is important to note that the Report is not an abstract of title, a written representation as to the complete condition of the title of the property in question, and may not list all liens, defects and encumbrances affecting title to the land.

The Report is for the exclusive use of the parties to this transaction, and the Company does not have any liability to any third parties or any liability under the terms of the policy(s) to be issued until the full premium is paid. Until all necessary documents are recorded in the public record, the Company reserves the right to amend the Report.

Countersigned

#### Exhibit One 2006 American Land Title Association Loan Policy 6-17-06 **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

  - (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon 5. usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Montgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

  THE ABOVE POLICY FORM MAY BE ISSUED TO AFFORD EITHER Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage,

the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which 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.
- 2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water
- 4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
- 5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

#### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY 6-17-06 **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed, or agreed to by the Insured Claimant;
  - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the insured Claimant prior to the date the insured Claimant became an Insured under this policy;
  - resulting in no loss or damage to the Insured Claimant;
  - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A. is
  - a fraudulent conveyance or fraudulent transfer; or
  - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which 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.
- 2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject

Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.



Escrow No.

25-105023

Seller:

Elton Family Fund 1 LLC

Buyer

Sherwood Group, LLC

Property Address:

15665 SW Willamette Street, Sherwood, OR 97140

Escrow Officer:

Juli Spink

## **ESCROW INSTRUCTIONS - SALE**

To: WFG National Title Insurance Company ("Escrow Agent")

Seller deposits with Escrow Agent:

- Deed from Seller to Buyer
- 1099 Input Form or Seller Certification
- Application for Title Insurance
- IRS Form 1099S or IRS Certification for No Information Reporting (unless Seller is a corporation)
- Certification of Non-Foreign Status
- Qualified Substitute Statement
- Oregon Department of Revenue Form
- Settlement Statement
- Other document(s) if set out under "Additional Provisions" of these instructions

Seller authorizes the delivery, release, and/or recording of documents when Escrow Agent has received for Seller's account funds shown on the estimated settlement statement (the "Settlement Statement"), approved concurrently with these Escrow Instructions-Sale (the "Instructions").

## Buyer deposits with Escrow Agent:

- Collected Funds to close, as shown on the Settlement Statement
- Copy of Deed (read and approved)
- Copy of Preliminary Title Report (read and approved)
- **Qualified Substitute Statement**
- Fully executed loan documents, as required by new lender, if any
- Other document(s) if set out under "Additional Provisions" of these instructions

Buyer authorizes the delivery, release and/or recording of documents when Escrow Agent is prepared to issue a standard form Owner's Title Insurance Policy (ALTA 2021) in the amount of the sales price insuring the grantee on the approved deed, as the owner of the real property described in the Preliminary Title Report (the "Property"), free and clear of encumbrances, except building and use restrictions, easements, zoning and building laws and ordinances, if any, and subject to the printed exclusions, conditions and stipulations as contained in the form of title insurance policy being provided, and standard exceptions 1-5, and special exceptions numbered 6 as they appear on the Preliminary Title Report dated April 15, 2025.

If Buyer is obtaining a new loan, Buyer authorizes Escrow Agent to follow the lender's instructions, which may also require the recording and/or release of any documents required by or on behalf of lender, including, without limitation, (a) recording prior to the receipt of loan proceeds; and (b) credits, deductions and adjustments as set forth on the Settlement Statement.

SETTLEMENT STATEMENT: Certain items shown on the Settlement Statement are estimates. Final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

## **ADDITIONAL PROVISIONS**

(If blank, there are no additional provisions)

The undersigned hereby acknowledges that all bills have been submitted to the appropriate parties and paid-in-full outside of this closing. Escrow Agent is not to be concerned with collection or payment of same.

THE UNDERSIGNED BUYER(S) AND SELLER(S) HEREBY ACKNOWLEDGE, ACCEPT AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN THE UNDERSIGNED PARTIES, AND ALL ADDENDUMS THERETO, HAVE BEEN MET AND/OR SATISFIED.

Seller acknowledges that, as of the date hereof, Buyers have not yet instructed Escrow Agent as to how Buyers desire to take title to the Property. Seller therefore authorizes and directs Escrow Agent to insert into the Deed, that has been executed by Seller and delivered to Escrow Agent, the names of and vesting for the Buyers at such time as Escrow Agent receives Buyers' instructions with respect thereto.

## **AUTHORIZATIONS**

Prorations and Adjustments: Tax prorations shall be based on the actual number of days in the calendar year and on the amount of the latest available tax statement (which may include reductions based on any deferral or exemption). During periods in which the current year's tax figures are not available, Escrow Agent shall prorate taxes and assessments based on the immediately-preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside of this escrow and Escrow Agent shall have no liability for the collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the Property, Escrow Agent shall prorate rents and charge Seller and credit Buyer with any deposits paid in advance to the rent schedule approved by the parties. Seller represents that Seller will collect all rents which fall due prior to the close of escrow. No adjustment shall be made against Buyer for uncollected rent.

Prorate: Escrow Agent shall prorate as of the following date: Date Deed is Recorded.

# If closing occurs between July 1 and date the tax roll is certified by the County, Buyer and Seller acknowledge the following:

Closing tax prorations for the current year shall be based upon the prior year's taxes, which proration is accepted by the undersigned as a final proration for the purposes of closing. The undersigned will not hold Escrow Agent responsible for any re-proration caused by any increase or decrease in the tax amount due. The Buyer understands that a minimum 1/3 of the real property taxes for the current tax year will be due and payable by November 15. Buyer acknowledges that Buyer will need to contact the county Tax Collector's office to obtain the tax payment information if the tax statement is not received by November 1 in order to avoid any delinquent charges or penalties.

In no event shall Escrow Agent have any liability for the tax assessor's imposition of any additional assessments for omitted taxes unless such taxes have been added to the tax roll and legally constitute liens on the Property as of the date of closing. Otherwise, such omitted taxes shall be the sole joint and several responsibility of Seller and Buyer, as they may determine between themselves.

**Insurance:** The parties shall secure fire, flood and any other insurance outside of escrow to protect their interest(s) as they see fit or as required by new lender(s).

**Counterpart:** These Instructions may be signed in counterpart. Escrow Agent may consider, upon receipt, all duly-executed counterparts to be one single Instruction.

Fax/E-Mail/Electronic Signatures: Escrow Agent is authorized to complete all necessary actions set forth herein upon receipt of an electronic copy (fax, e-mail or electronic medium) of these signed Instructions without receipt of original.

**Electronic Transfer:** Escrow Agent may, in its discretion, receive and/or disburse any funds in connection with this Agreement by electronic (wire) transfer. If Escrow Agent is required to utilize this method of transfer, the requesting party or the party on whose behalf such request was made shall pay any reasonable fees assessed by Escrow Agent for this service.

**Deposits:** Buyer and Seller understand and agree that all checks, money orders and drafts will be processed for collection in the normal course of business. Buyer and Seller further understand that all funds required to close must be payable to "WFG National Title Insurance Company" and must be collected funds, as required by state and federal law, prior to the Escrow Agent's disbursement of any amounts. Escrow Agent may deposit funds received together with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association or other financial services entity selected by Escrow Agent. It is understood that Escrow Agent, except by virtue of separate signed instructions as required by state law, shall be under no obligation to invest the funds deposited on behalf of any depositor, and it shall not be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. The undersigned are hereby informed that Escrow deposits all funds into a non-interest bearing account and receives or may receive certain credits and benefits including, without limitation, checks, deposit slips, data processing and account services from or through various financial entities as a result of the banking relationships maintained in the regular course of its escrow and title Insurance business. The undersigned hereby waive any and all rights or claims with respect to such credits and benefits received by Escrow Agent or any of Escrow Agent's affiliates. A good faith estimate of the benefits received by Escrow Agent is \$28.14 per escrow transaction. This disclosure is made in compliance with Oregon law.

Qualified Substitute: "If Seller has appointed Escrow Agent to act as a Qualified Substitute under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") to receive and hold Seller's certification of non-foreign status ("CNFS"), the parties acknowledge and agree that Escrow Agent's acceptance of the limited role of Qualified Substitute does not make Escrow Agent Seller's agent or the Withholding Agent under FIRPTA, Escrow Agent has not accepted the role of Withholding Agent, and Escrow Agent is not making any certification or giving any assurances as to the accuracy or correctness of the information submitted by Seller to Escrow Agent.

In addition, the parties acknowledge and agree that any form of CNFS provided by Escrow Agent to the parties (i) is in the form set forth in the applicable IRS regulations, and (ii) has been reviewed by and approved by the parties. Escrow Agent shall have no liability whatsoever for providing such form CNFS, and the parties should seek independent legal and/or tax advice if they have any questions or concerns in connection therewith."

**Oregon Tax Withholding:** When applicable, Seller authorizes and instructs Escrow Agent to withhold and submit the necessary forms and sums, if any, to the Oregon Department of Revenue pursuant to Oregon law.

**Copies:** The undersigned authorize distribution of these Instructions and/or Settlement Statement to any real estate broker/agent and/or lender identified in this transaction.

**Closing:** Closing is defined, for purposes of this Agreement, as the time of the recording of all documents required by the Buyer and/or Buyer's lender. Escrow Agent shall be entitled to payment of all fees charged for services provided at the time of closing. Any funds held for satisfaction/release of liens and encumbrances or to meet other conditions of this transaction may be transferred from this escrow to an appropriate department of Escrow Agent for subsequent processing.

**Arbitration:** Except as noted below, if any dispute or claim arises out of or relates to these Instructions or to their interpretation or breach, Escrow Agent may, at its election (a) hold all matters in their existing status pending resolution of

such dispute, or (b) have such dispute or claim resolved by arbitration in accordance with the rules of the Arbitration Service of Portland, Inc., or the American Arbitration Association, whichever is selected by the party that first initiates arbitration, and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction

Interpleader: Escrow Agent, in its discretion, shall have the option at any time of Interpleading funds in any Circuit Court of Oregon, including the Small Claims Division of same, as may be appropriate, in the event of a dispute regarding the disposition of any funds held by Escrow Agent.

Attorneys' Fees: In the event suit or action is brought, or an arbitration proceeding is initiated to enforce or interpret any of the provisions of these Instructions, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, including those incurred in connection with any trial, appeal or review therefrom. The determination of who is the prevailing party and the amount of reasonable attorney fees shall be decided by the arbitrator(s) or by the court as applicable.

Limited Power of Attorney: The undersigned grant Escrow Agent a limited power of attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the parties. In the event Escrow Agent exercises this limited power of attorney, a copy of the document(s) corrected and/or initialed will be sent to the affected parties.

COMPLIANCE WITH VARIOUS LAWS OR STATUTES: Escrow Agent shall have no liability or responsibility with respect to any matters connected with the following (unless expressly authorized in these Instructions or by separate written instructions signed by Escrow Agent).

- Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws;
- Compliance with the requirements of any applicable law or regulation relating to water rights, well information, well 2. testing or any similar laws:
- Compliance with any applicable law, rule or regulation relating to cautionary notice or other Information regarding potential construction liens;
- Compliance with the obligation to disclose the existence of lead based paint as required by local, state and/or federal 4.
- 5. Except as otherwise expressly set forth herein, compliance with the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code, as amended, and related regulations, and any other similar statute or regulation, including, without limitation, Foreign Investment In Real Property Tax Act, commonly referred to as FIRPTA. Notwithstanding the fact that Escrow Agent assumes no liability or responsibility to the parties for compliance with FIRPTA, Escrow Agent reserves the right to take any action required by such law without further instructions of the parties; and
- Compliance with the Integrated Mortgage Disclosures under the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) (78 FR 79730, December 31, 2013) (the "TRID Rule").

Compliance with Real Estate Sale Agreement: All terms and provisions of the real estate sale agreement between Seller and Buyer, and any amendments or addendums thereto, have been complied with to the satisfaction of the undersigned or will be completed outside of this escrow. Escrow Agent is not responsible for any matters except as explicitly set forth in these Instructions.

TRID Rule: To the extent that the TRID Rule applies to this transaction, the undersigned acknowledge and agree that, in instances in which Escrow is issuing both an owner's title insurance policy and a lender's title insurance policy in connection with a transaction, the title insurance premium for both the owner's and lender's policies will be calculated in accordance with Oregon law, but will reported differently on the Closing Disclosure (as defined under the TRID Rule). In such simultaneous issue instances, the owner's policy premium on the Closing Disclosure will be less than that payable under Oregon law, and the lender's policy premium on the Closing Disclosure will be higher than that payable under Oregon law. This discrepancy will be addressed on the Closing Disclosure by providing necessary credits and debits to reflect the policy premiums actually payable under Oregon law.

Utilities: The undersigned acknowledge that water, sewer, waste collection, electricity, cable, alarm services and other utility charges and inventory for fuel, including any final billings will be adjusted outside this escrow by Buyer and Seller, and Escrow Agent shall have no obligation or responsibility for such adjustment.

Cooperation with Escrow Agent: The undersigned acknowledge that they have and shall continue to have an obligation to cooperate with Escrow Agent in good faith to enable Escrow Agent to fulfill its responsibilities under this Agreement. Such obligation shall survive the closing of this transaction and shall include, without limitation, the obligation to (a) disclose to Escrow Agent any liens, encumbrances or any other rights, claims or matters known to the parties that affect or relate to the Property and this transaction; (b) return to Escrow Agent for proper disposition any funds, documents or other property that are, for any reason, improperly or mistakenly released to any persons; (c) promptly pay any charges, advances or expenses that are properly chargeable to the parties; and (d) proceed pursuant to the provisions of Oregon law to promptly take those steps necessary to secure an appropriate deed of reconveyance of any trust deed which has been paid and fully satisfied.

Practice of Law/Advice: The undersigned acknowledge that Escrow Agent is not licensed to practice law and that Escrow Agent's duties and obligations under these Instructions are limited to those of a neutral escrow holder. undersigned have not been referred by Escrow Agent to any named attorney(s) or discouraged by Escrow Agent from seeking the advice of an attorney, but have been advised by Escrow Agent to seek legal counsel of their own choosing, at their own expense, if they have any doubts or questions concerning any aspect of this transaction.

Other Obligations: The Buyer and Seller acknowledge that, to the extent other obligations exist between them as a result of this transaction that are not specifically set forth in these Instructions, they are solely responsible therefor, and Escrow Agent is not obligated for any matters except as specifically set forth in these Instructions.

Review: The undersigned acknowledge and agree that they have been afforded adequate time and opportunity to read and understand these Instructions and all other documents referenced herein.

PLEASE READ THE PRELIMINARY TITLE REPORT AND YOUR SETTLEMENT STATEMENT CAREFULLY BEFORE SIGNING THESE INSTRUCTIONS. BE SURE THAT ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THESE INSTRUCTIONS AND THE SETTLEMENT STATEMENT. ESCROW AGENT IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL OF YOUR OWN CHOOSING FOR SUCH ADVICE AND PROTECTION.

The undersigned have read the Preliminary Title Report and Settlement Statement for this transaction, as well as these Instructions and any amendments hereto. The undersigned represent and warrant to Escrow Agent that there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bills, or any other obligations or matters of any kind that are the responsibility of the undersigned and are not shown in the above-referenced documents. The undersigned understand and agree that Escrow Agent is relying on such representation and warranty, and that any obligation known to them and not disclosed to Escrow Agent in writing remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned further understand and agree that any payoffs made on their behalf in this escrow are made by Escrow Agent with complete reliance on figures supplied by the Seller, Buyer, lender, creditor or taxing agency, and/or other third parties. Such figures may not be accurate. In the event that additional funds are required to complete payoffs, the undersigned agree that they will immediately, upon request by Escrow, provide the additional funds needed to complete any payoffs.

Notwithstanding any reference in any applicable real estate sale agreement or other document regarding transfer of water rights, Buyer and Seller acknowledge and agree that Escrow Agent shall have no responsibility whatsoever for any such transfer and that the parties are solely responsible for such transfer outside this escrow.

YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT ESCROW AGENT.

It is understood by the parties that these Instructions are the complete instructions between Escrow Agent and the parties as principals to this transaction. These Instructions may not include all the terms of the agreement that is the subject of this escrow.

Read these Instructions carefully, and do not sign them unless they are acceptable to you.

Buyer:	6/13/2025 Date:
Sherwood Group, LLC  Signed by:  By: Adrian Oltean, Managing Member  Address:	
	Daytime phone
Accepted this day of June, 2025 WFG National Title Insurance Company  By:	
Juli Spink, Escrow Officer	New Control Co