



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - Winfield  
**116 East 9th Ave.**  
**Winfield, Kansas 67156**  
**Phone: 620-229-7700 Fax: 620-229-9975**

**Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

<b>KST File W1614273</b>	Loan No.	Customer File
	<b>Your Closer is:</b>	
If KST is to handle closing and a closer is not listed please contact our office.		
	<b>Your Title Officer is</b>	
<b>Jennifer Clark</b>	<b>620-229-7700</b>	<b>jjclark@kstitle.com</b>
Buyer:	<b>Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 of Schedule A</b>	
Seller:	<b>Kenneth M. Highfill and Kathryn A. Highfill, Judith E. Johnson, William F. Johnson and Jennifer J. Johnson</b>	
Property Address:	<b>2790 222nd Rd. Geuda Springs, KS 67051</b>	
Property Address:	<b>0 222nd Rd Geuda Springs, KS 67051</b>	

**\*\*\*CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\***  
**\*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\***

## INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID [13-16403](#)

Taxes for 2022:

General Tax: \$2,318.46

Special Assessments: \$0.00

Total: \$2,318.46

2022 taxes are **paid in full**. COVERING THE REAL ESTATE IN QUESTION AND OTHER PROPERTY. TRACT 1Tax ID [13-15199](#)

Taxes for 2022:

General Tax: \$1,470.30

Special Assessments: \$0.00

Total: \$1,470.30

2022 taxes are **paid in full**. COVERING THE REAL ESTATE IN QUESTION AND OTHER PROPERTY. TRACT 2

## TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Quit Claim Deed from Kenneth M. Highfill and Kathryn A. Highfill, husband and wife, to Rainbow Farms Agricultural Limited Liability Corporation, recorded June 4, 2019, in [Book 1036, Page 98](#).

Quit Claim Deed from Robert M. Johnson and Judith E. Johnson, husband and wife, to Rainbow Farms Agricultural Limited Liability Corporation, recorded June 11, 2019, in [Book 1036, Page 352](#).

Quit Claim Deed from William F. Johnson and Jennifer L. Johnson, husband and wife, to Rainbow Farms Agricultural Limited Liability Corporation, recorded June 11, 2019, in [Book 1036, Page 353](#).

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

*E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.*

*LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.*

*CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).*

*RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.*

*ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.*

*REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.*

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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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File No.: **W1614273**

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**Old Republic 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 EXTRACTIONAL 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, **Old Republic National Title Insurance Company, a Florida corporation (the "Company")**, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Countersigned

**Kansas Secured Title, Inc. - Winfield**By *Authorized Officer or Licensed Agent*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  PresidentAttest  Secretary

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

Issuing Agent: Kansas Secured Title, Inc. - Winfield

Issuing Office: Kansas Secured Title, Inc. - Winfield

Issuing Office's ALTA Registry ID: 0048818

Loan ID Number:

**Issuing Office File Number: W1614273**

Property Address: 2790 222nd Rd. Geuda Springs, KS 67051

Revision Number: 1st Revised Commitment 10-20-2023/LT

**SCHEDULE A**1. Commitment Date: **September 29, 2023, at 5:00 pm**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Premium Amount:

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 of Schedule A**Proposed Policy Amount: **\$1,000.00**The estate or interest to be insured: **Fee Simple**3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in **Kenneth M. Highfill and Kathryn A. Highfill-an undivided 1/3 interest in and to Judith E. Johnson -an undivided 1/3 interest in and to William F. Johnson and Jennifer J. Johnson -an undivided 1/3 interest in and to Subject to filing a deed from Rainbow Farm Agricultural Limited Liability Corporation**

5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

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**EXHIBIT A**

The Land is described as follows:

**Tract 1  
SURFACE ONLY**

**The Southeast Quarter of Section 20, Township 33, Range 3 East of the 6th P.M., Cowley County, Kansas EXCEPT A tract of land situated in the Southeast Quarter of Section 20, Township 33 South, Range 3 East of the 6th P.M., being more particularly described as follows: Commencing at the Southwest Corner of said Southeast Quarter; thence North 89°00'06" East (assumed), along the South line of said Southeast Quarter, a distance of 665.00 feet to the point of beginning of the herein described tract; thence North 00 °59'54" West, perpendicular to said South line a distance of 290.00 feet; thence North 89 °00'06" East, parallel with said South line a distance of 1185.00 feet; thence South 00°59'54" East perpendicular to said South line, a distance of 290.00 feet to a point on said South line; thence South 89 °00'06" West, along said South line, a distance of 1185.00 feet to the point of beginning. Subject to public road.**

**Tract 2  
Surface only:**

**A tract of land situated in the Southwest Quarter of Section 21, Township 33 South, Range 3 East of the 6th P.M., Cowley County, Kansas, being more particularly described as follows: Beginning at the Southwest corner of said Southwest Quarter; thence North 88 °12'51" East (assumed), along the South line of said Southwest Quarter, a distance of 1230.00 feet; thence North 41 °21'48" East, a distance of 100.00 feet; thence North 08 °54'28" East, a distance of 100.00 feet; thence North 01 °47'09" West, perpendicular to said South line, a distance of 790.00 feet; thence North 56°34'19" East, a distance of 572.20 feet to a point on the East line of the West 3/8 of the Northeast Quarter of said Southwest Quarter extended South; thence North 01 °44'54" West, along said East line extended South, a distance of 64.33 feet to the Southeast Corner of said West 3/8 of the Northeast Quarter; thence North 01°44'54" West, along said East line, a distance of 1325.85 feet to the Northeast Corner of said West 3/8 of the Northeast Quarter; thence South 88 °48'30" West, along the North line of said Southwest Quarter, a distance of 1791.94 feet to the Northwest Corner of said Southwest Quarter; thence South 01 °30'13" East, along the West line of said Southwest Quarter, a distance of 2670.20 feet to the point of beginning.**

File No.: **W1614273****SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. FURNISH executed Affidavit and Indemnification as prescribed by the Company.
6. **Record Warranty Deed from Rainbow Farm Agricultural Limited Liability Corporation to Kenneth M. Highfill and Kathryn A. Highfill AND Judith E. Johnson AND William F. Johnson and Jennifer L. Johnson, together with Kansas Real Estate Validation Questionnaire, fully completed and signed to accompany said Deed.**
7. **Record Warranty Deed from Kenneth M. Highfill and Kathryn A. Highfill, husband and wife Judith E. Johnson, a single person and William F. Johnson and Jennifer J. Johnson, husband and wife, to Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 of Schedule A, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.**
8. **PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT US IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.**
9. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured and Amount of Insurance, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**

End of Requirements

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File No.: **W1614273****SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. **General and special taxes for the year 2023 and subsequent years.**
8. **Right of Way granted to Marland Pipeline Company filed December 29, 1925, recorded in [Jr. Book Y, Page 15](#). Tract 1**
9. **Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 428](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2**

**We follow the mineral title no further.**

10. **Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 431](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2**

**We follow the mineral title no further.**

11. **Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 434](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2**

**We follow the mineral title no further.**

12. **Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 437](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2**

**We follow the mineral title no further.**

13. **Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 440](#), for the**

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purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

14. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 443](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

15. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 446](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

16. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 449](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

17. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 452](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

18. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 455](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

19. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 458](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

20. Terms and provisions of Oil and Gas Lease recorded June 19, 2001, in [Book 617, Page 461](#), for the purposes of mining and operating for oil and gas for a term of 1 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Tract 1 and 2

We follow the mineral title no further.

21. Road Agreement between Short & Short LLC and the Johnson Family, filed January 3, 2003, in [Book 668, Page 762](#). Tract 1 and 2

22.

23. Affidavit Re: Memorandum of Agreement between Targa Pipeline Mid-Continent Westok, LLC (formerly Atlas Pipeline Mid-Continent Westok, LLC) and Sandridge Exploration and Production, LLC filed March 25, 2016 and recorded in [Book 976, Page 675](#). Tract 1 and 2

24. Outstanding title in and to all oil, gas and other minerals within and underlying the real estate in question, vested in other persons or corporations and the policy does not insure against loss or damage by reason of the mining rights and other rights, privileges and immunities relating to such oil, gas and other minerals, and does not insure against loss or damage due to operations on the surface of insured premises in connection with such oil, gas and other minerals or by virtue of any existing or future oil and gas lease covering such premises, and except any instruments pertaining thereto. Tract 1 and 2



25. Right of Way granted to Continental Pipe Line Company filed May 28, 1949, recorded in [Jr. Book 17, Page 605](#). Tract 2
26. Ingress and Egress easement filed \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_. Tract 2

End of Exceptions

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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**5. DEFINITIONS**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

**FACTS****WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.						
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <table border="1"> <tr> <td style="width: 20px;"> </td> <td>Social Security number and employment information</td> </tr> <tr> <td style="width: 20px;"> </td> <td>Mortgage rates and payments and account balances</td> </tr> <tr> <td style="width: 20px;"> </td> <td>Checking account information and wire transfer instructions</td> </tr> </table> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		Social Security number and employment information		Mortgage rates and payments and account balances		Checking account information and wire transfer instructions
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.						

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> - to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are							
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.						
What we do							
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/privacy-policy">http://www.OldRepublicTitle.com/privacy-policy</a> .						
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <table border="1"> <tr> <td>l</td> <td>Give us your contact information or show your driver's license</td> </tr> <tr> <td>l</td> <td>Show your government-issued ID or provide your mortgage information</td> </tr> <tr> <td>l</td> <td>Make a wire transfer</td> </tr> </table> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	l	Give us your contact information or show your driver's license	l	Show your government-issued ID or provide your mortgage information	l	Make a wire transfer
l	Give us your contact information or show your driver's license						
l	Show your government-issued ID or provide your mortgage information						
l	Make a wire transfer						
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <table border="1"> <tr> <td>l</td> <td>Sharing for affiliates' everyday business purposes - information about your creditworthiness</td> </tr> <tr> <td>l</td> <td>Affiliates from using your information to market to you</td> </tr> <tr> <td>l</td> <td>Sharing for non-affiliates to market to you</td> </tr> </table> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>	l	Sharing for affiliates' everyday business purposes - information about your creditworthiness	l	Affiliates from using your information to market to you	l	Sharing for non-affiliates to market to you
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Definitions							
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <table border="1"> <tr> <td>l</td> <td><i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i></td> </tr> </table>	l	<i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i>				
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<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <table border="1"> <tr> <td>l</td> <td><i>Old Republic Title does not share with non-affiliates so they can market to you</i></td> </tr> </table>	l	<i>Old Republic Title does not share with non-affiliates so they can market to you</i>				
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<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <table border="1"> <tr> <td>l</td> <td><i>•Old Republic Title doesn't jointly market.</i></td> </tr> </table>	l	<i>•Old Republic Title doesn't jointly market.</i>				
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### Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc	Republic Abstract & Settlement , LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

**Kansas Secured Title, Inc. - Winfield/Title Midwest, Inc.**

**PRIVACY POLICY**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**APPLICABILITY**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**TYPES OF INFORMATION**

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;  
Information about your transactions with us, our affiliated companies, or others; and;  
Information we receive from a consumer-reporting agent.

**USE OF INFORMATION**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

**FORMER CUSTOMERS**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**CONFIDENTIALITY AND SECURITY**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.