

## Commitment Cover Page

Order Number: **3066788**

Delivery Date: **05/06/2024**

Property Address: **5705 Annelly Rd/0 Rickardson Ave/0 Rich Ave, Whitewater, KS 67154**

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**For Closing Assistance**

Becky Keating  
301 N. Main Street  
Suite 110  
Newton, KS 67114  
Office: (316) 283-2750  
[bkeating@security1st.com](mailto:bkeating@security1st.com)

**For Title Assistance**

Megan Zielke  
301 N. Main Street  
Suite 110  
Newton, KS 67114  
Office: (316) 283-2750  
[mzielke@security1st.com](mailto:mzielke@security1st.com)

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**Buyer/Borrower**

TBD  
Delivered via: Electronic Mail

**Agent for Seller**

Sundgren Realty  
Attention: Jeremy Sundgren  
218 E. Central  
El Dorado, KS 67042  
(316) 377-0013 (Cell)  
(316) 321-7112 (Work)  
(316) 321-7116 (Work Fax)  
[jeremy@sundgren.com](mailto:jeremy@sundgren.com)  
Delivered via: Electronic Mail

**Seller/Owner**

Ross and Emma Mae Litton Living Trust dated the 31st day  
of July, 2014  
Delivered via: Electronic Mail

**Agent for Seller**

Sundgren Realty  
Attention: Phillip Solorio  
218 E. Central  
El Dorado, KS 67042  
(316) 323-0218 (Cell)  
(316) 321-7112 (Work)  
(316) 321-7116 (Work Fax)  
[phillip@sundgren.com](mailto:phillip@sundgren.com)  
Delivered via: Electronic Mail

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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## Title Fee Invoice

Date: **05/06/2024** Buyer(s): **A legal entity, to be determined**  
Order No.: **3066788** Seller(s): **The Ross and Emma Mae Litton Living Trust dated the 31st day of July, 2014**  
Issuing Office: **Security 1st Title** Property Address: **5705 Annelly Rd/0 Rickardson Ave/0 Rich Ave, Whitewater, KS 67154**  
**301 N. Main Street**  
**Suite 110**  
**Newton, KS 67114**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$528.00
	<b>Total TBD</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.



## ALTA COMMITMENT FOR TITLE INSURANCE

issued by  
First American 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.

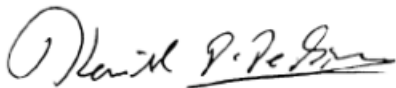
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

#### Issuing Agent: Security 1st Title

 Security 1<sup>st</sup> Title

**Megan Zielke**  
(316) 283-2750 (Work)  
(316) 283-5680 (Work Fax)  
[mzielke@security1st.com](mailto:mzielke@security1st.com)

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	<b>A legal entity, to be determined</b>
Issuing Office:	<b>301 N. Main Street Suite 110 Newton, KS 67114</b>	Title Contact:	<b>Megan Zielke (316) 283-2750 (Work) (316) 283-5680 (Work Fax) <a href="mailto:mzielke@security1st.com">mzielke@security1st.com</a></b>
ALTA Universal ID:	<b>0001176</b>		
Loan ID Number:			
Commitment No.:	<b><u>KS-C3066788-2</u></b>		
Property Address:	<b>5705 Annelly Rd/0 Rickardson Ave/0 Rich Ave Whitewater, KS 67154</b>		

**SCHEDULE A**

**1. Commitment Date:**

03/28/2024 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021  
Proposed Insured: A legal entity, to be determined  
The estate or interest to be insured: Fee Simple

TBD

**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:**

The Ross and Emma Mae Litton Living Trust dated the 31st day of July, 2014

**5. The Land is described as follows:**

Property description set forth in Exhibit A attached hereto and made a part hereof.

**Security 1st Title, LLC**

**By:**

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Commitment No.: KS-C3066788-2

## Exhibit A

Tract 1: By Gerald E. Dixon, P.S. 1516, April 29, 2024, A Tract in the Southwest Quarter (SW/4) of Section Ten (10), Township Twenty-four (24) South, Range Two (2) East of the 6th P.M. Harvey County, Kansas. Described as commencing at the Northwest corner of said Southwest Quarter; thence S0°34'43"E (Assumed Basis of Bearings) along the West line of said Southwest Quarter a distance of 640.00 feet to the Point of Beginning; thence N87°40'48"E, for 1314.08 feet; thence S00°54'38"E, for 689.92 feet; thence S88°18'20"W, for 35.00 feet; thence S00°57'00"E, for 361.49 feet to the North Right of Way of (Abandoned) Missouri Pacific Railroad; thence N75°27'06"W along said North Right of Way a distance of 1330.94 feet to the West line of said Southwest Quarter; thence N00°34'43"W along said West line a distance of 664.82 feet to the point of beginning.

Tract 2: West Half (W/2) of Block 3 (Lots 6, 7, 8, 9 and 10); all of Block 4 (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10); East Half (E/2) of Block 5, (Lots 1, 2, 3, 4, 5); all of Block 6 (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14); Lots 1, 2, 3, 4, 5, 6, 13 and 14, Block 7; the East Half (E/2) of Block 8 (Lots 1, 2, 3, 4, 5, and 6); all of Block 9 (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14); the West Half (W/2) of Block 10 (Lots 8, 9, 10, 11, 12, 13 and 14), all in Annelly City, Harvey County, Kansas.

AND Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 2, Bishop's Addition to the Town of Annelly, Harvey County, Kansas.

AND The North Half (N/2) of the Southwest Quarter (SW/4) of Section Ten (10), Township Twenty-four (24) South, Range Two (2) East of the 6th P.M., Harvey County, Kansas. EXCEPT that portion thereof platted and known as Bishop's Addition to the Town of Annelly, Harvey County, Kansas. and EXCEPT Beginning at a point 30 feet North of the Southeast Corner of the Northeast Quarter of the Southwest Quarter; thence West 291 feet; thence North 300 feet; thence East 291 feet; thence South 300 feet to the point of beginning, AND ALSO EXCEPT By Gerald E. Dixon, P.S. 1516, April 29, 2024, A Tract in the Southwest Quarter (SW/4) of Section Ten (10), Township Twenty-four (24) South, Range Two (2) East of the 6th P.M. Harvey County, Kansas. Described as commencing at the Northwest corner of said Southwest Quarter; thence S0°34'43"E (Assumed Basis of Bearings) along the West line of said Southwest Quarter a distance of 640.00 feet to the Point of Beginning; thence N87°40'48"E, for 1314.08 feet; thence S00°54'38"E, for 689.92 feet; thence S88°18'20"W, for 35.00 feet; thence S00°57'00"E, for 361.49 feet to the North Right of Way of (Abandoned) Missouri Pacific Railroad; thence N75°27'06"W along said North Right of Way a distance of 1330.94 feet to the West line of said Southwest Quarter; thence N00°34'43"W along said West line a distance of 664.82 feet to the point of beginning.

Tract 3: Lots 7, 8, 9, 10, 11 & 12, Block 7, and Lot 7, in Block 8, all in Annelly City, Harvey County, Kansas. AND All of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Ten (10), Township Twenty-four (24) South, Range Two (2) East of the 6th P.M., Harvey County, lying South of the right of way of the Missouri Pacific Railroad. EXCEPT: Beginning at the point of intersection of the West line of Lineaweaver St and the South line of the right-of-way of the Missouri Pacific Railroad; thence South along the West line of said street 10 rods and 5 links; thence West at right angles 16 rods; thence North parallel to said Lineaweaver St 14 rods and 16 links; thence Southeast along the South line of the said Missouri Pacific Railroad right-of-way to the point of beginning.



### 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, and recorded in the Public Records.

**NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.**

**If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.**

5. File an Affidavit of Adverse Possession executed by the current acting trustee(s) of The Ross and Emma Mae Litton Living Trust dated the 31st day of July, 2014, stating Emma Mae Litton and Ross Litton have been in possession of subject property for 35 years. This is required due to the fact there is a 100 foot gap between Tract 1 and 5 on Warranty Deed recorded in Book 236, Page [239](#), Deeds Records.
6. Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of The Ross and Emma Mae Litton Living Trust dated the 31st day of July, 2014.

In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.

7. File a Trustees Deed from the current acting trustee(s) of The Ross and Emma Mae Litton Living Trust dated the 31st day of July, 2014 to A legal entity, to be determined.

**NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.**

8. Provide this company with a properly completed and executed Owner's Affidavit.

**9. Recording Information for Kansas Counties:**

**Deed: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)**

**Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

**NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.**

**NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.**

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## 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 conditions 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 circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2023 in the amount of \$3,960.46, Paid.**

**Property ID # 255-12708 (Part Tracts 1 & 3 & All of Tract 2)**

8. **General taxes and special assessments for the year 2023 in the amount of \$50.70, Paid.**

**Property ID # 255-12714 (Part Tract 1)**

9. **General taxes and special assessments for the year 2024 in the amount of \$175.58, Paid.**

**Property ID # 255-12727 (Part Tract 1)**

10. **General taxes and special assessments for the year 2023 in the amount of \$56.58, Paid.**

**Property ID # 255-12717 (Part Tract 3)**

11. **General taxes and special assessments for the year 2023 in the amount of \$11.02, Paid.**

**Property ID # 255-12715 (Part Tract 3)**

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12. General taxes and special assessments for the year 2023 in the amount of \$36.74, Paid.  
Property ID # 255-12720 (Part Tract 3)
13. Subject to existing road, street or highway rights of way.
14. An easement for waterline, recorded as Book 268, Page [223](#), Misc. Records.  
In favor of: Rural Water District No. 1 Harvey County
15. An easement for waterline, recorded as Book 268, Page [970](#), Misc. Records.  
In favor of: Rural Water District No. 1 Harvey County
16. An easement for waterline, recorded as Book 271, Page [351](#), Misc. Records.  
In favor of: Rural Water District No. 1, Harvey County
17. An easement for water impoundment, recorded as Book 331, Page [588](#), Misc. Records.  
In favor of: Whitewater River Watershed Joint District No. 22
18. An easement for water impoundment, recorded as Book 335, Page [678](#), Misc. Records.  
In favor of: Whitewater River Watershed Joint District No. 22
19. An easement for floodwater, recorded as Book 343, Page [738](#), Misc. Records.  
In favor of: Whitewater River Watershed Joint District No. 22
20. An easement for water impoundment, recorded as Book 344, Page [484](#), Misc. Records.  
In favor of: Whitewater River Watershed Joint District No. 22
21. An easement for water impoundment, recorded as Book 382, Page [698](#), Misc. Records.  
In favor of: Whitewater River Watershed Joint District #22
22. An easement for utility, recorded as Book 384, Page [973](#), Misc. Records.  
In favor of: Butler Rural Electric Cooperative Association, Inc.
23. An easement for water impoundment, recorded as Book 387, Page [778](#), Misc. Records.  
In favor of: Whitewater River Watershed Joint District #22
24. Easements, if any, for public utilities installed in, under, or upon the vacated Street prior to the vacation thereof as set out in Book 387, Page [582](#), Misc. Records, and for which no notice appears in the Official Records.
25. The terms and provisions contained in the document entitled "Agreement" regarding Easements filed as Book 382, Page [694](#) and Book 383, Page [618](#), Misc. Records.
26. The terms and provisions contained in the document entitled "Watershed District Certificate" filed as Book 208, Page [118](#), Misc. Records.
27. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
28. Terms and provisions of the oil and gas leases executed between Minnie A. Van Vliet and Jacob Van Vliet, lessor, and Frank Barker, lessee, for a primary term of 2 years, filed April 23, 1957, recorded in/on Book 197, Page [328](#), Misc. Records, together with all subsequent assignments and conveyances.

**NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.**

29. Terms and provisions of the oil and gas leases executed between Ross and Emma Mae Litton, lessor, and PV Exploration, lessee, for a primary term of 2 years, filed March 20, 1981, recorded in/on Book 289, Page [241](#), Misc. Records, together with all subsequent assignments and conveyances.

**NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.**

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30. Terms and provisions of the Seismic Option Agreement executed between Ross Litton and Emma Mae Litton, lessor, and Palomino Petroleum, Inc., lessee, for a primary term of 1 year, filed October 04, 2004, recorded in/on Book 391, Page 595, Misc. Records, together with 6 month extension filed on April 12, 2005 in Book 393, Page 885, Misc. Records, together with all subsequent assignments and conveyances.

**NOTE:** If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

31. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
32. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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this Commitment.

5. LIMITATIONS OF LIABILITY

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

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- 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.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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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.

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

#### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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## PRIVACY POLICY

### WHAT DOES SECURITY 1<sup>ST</sup> TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1<sup>ST</sup> Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
<b>How often does Security 1<sup>st</sup> Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1<sup>st</sup> Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Security 1<sup>st</sup> Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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