

Commitment Cover Page

Order Number: **3175731**

Delivery Date: **02/12/2026**

Property Address: **0000 CR, Durham, KS 67438**

For Closing Assistance

Shayla Clark
222 E. Main Street
Marion, KS 66861
Office: (620) 382-2130
sclark@security1st.com

Lindsey Buckbee
222 E. Main Street
Marion, KS 66861
Office: (620) 382-2130
lbuckbee@security1st.com

For Title Assistance

Paige Brunner
222 E. Main Street
Marion, KS 66861
Office: (620) 382-2130
pbrunner@security1st.com

Buyer/Borrower

TO BE DETERMINED - Preliminary Auction Binder
Delivered via: Electronic Mail

Seller/Buyer Agent

Farmers National Company
Attention: Chris Ostmeyer
PO Box 40
Kechi, KS 67067
(785) 672-8672 (Cell)
(316) 788-4240 (Work)
(316) 788-4935 (Work Fax)
COstmeyer@farmersnational.com
Delivered via: Electronic Mail

Seller/Owner

Dudley Donahue Revocable Living Trust dated July 21,
2016
Delivered via: Delivered by Realtor

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty 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:	02/12/2026	Buyer(s):	TO BE DETERMINED - Preliminary Auction Binder
Order No.:	3175731	Seller(s):	Dudley Donahue Revocable Living Trust dated July 21, 2016
Issuing Office:	Shayla Clark Security 1st Title 222 E. Main Street Marion, KS 66861	Property Address:	0000 CR, Durham, KS 67438

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1.00)	\$400.00
	Total \$400.00
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.	
Thank you for your order!	

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
Stewart Title Guaranty 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.

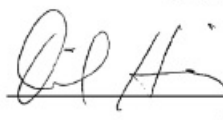
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Missouri 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.

Stewart Title Guaranty Company


Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Paige Brunner
(620) 382-2130
pbrunner@security1st.com
(620) 382-2253

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	TO BE DETERMINED - Preliminary Auction Binder
Issuing Office:	222 E. Main Street Marion, KS 66861	Title	Paige Brunner
ALTA Universal ID:	0001205	Contact:	(620) 382-2130 pbrunner@security1st.com
Loan ID Number:			(620) 382-2253
Commitment No.:	KS-C3175731		
Property Address:	0000 CR, Durham, KS 67438		

SCHEDULE A

1. Commitment Date:

02/12/2026 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1.00

Proposed Insured: TO BE DETERMINED - Preliminary Auction Binder

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:

Dudley Donahue Revocable Living Trust dated July 21, 2016

5. The Land is described as follows:

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

Security 1st Title

By:

David Armagost, President

Commitment No.: KS-C3175731

Exhibit A

TRACT 1:

East 1/2 of the Southwest 1/4 of Section 20, Township 17 South, Range 2 East of the 6th P.M., Marion County, Kansas

TRACT 2:

South 1/2 of Section 13, Township 18 South, Range 1 East of the 6th P.M., Marion County, Kansas

TRACT 3:

The South 1/2 of Section 3, Township 18 South, Range 2 East of the 6th P.M., Marion County, Kansas EXCEPT All that part of the Southwest Quarter of Section 3, Township 18 South, Range 2 East of the 6th P.M. lying West of the Railroad Right of Way, Subject to public road; AND All that part of the Southwest Quarter of the Northwest Quarter of Section 3, Township 18 South, Range 2 East of the 6th P.M., Marion County, Kansas lying East of the Railroad right of Way. Subject to public road.

TRACT 4:

West 1/2 of the Northwest 1/4 and Southwest 1/4 of Section 29, Township 18 South, Range 1 East of the 6th P.M., Marion County, Kansas

TRACT 5:

Southeast 1/4 of Section 14, Township 18 South, Range 1 East of the 6th P.M., Marion County, Kansas

TRACT 6:

The Southeast Quarter (SE/4) of Section Three (3), Township Eighteen (18) South, Range One (1) East of the 6th P.M., Marion County, Kansas, Excepting there from one acre in the Southwest Corner of the Southeast Quarter of said Section 3, and also excepting the following described tract, to-wit: Beginning at a point on the South line of said Quarter Section 365 feet East of the Southwest Corner, Thence N 38 degrees 30' E, a distance of 83 feet, thence N 46 degrees 130' E, a distance of 50 feet, thence N 64 degrees 130' E, a distance of 50 feet, thence N 82 degrees E a distance of 50 feet, thence S 87 degrees 30' E a distance of 50 feet, thence S 70 degrees East, a distance of 240 feet, thence South 10 degrees East a distance of 25 feet to the South line of said Quarter Section, thence West along said Section line to the place of beginning, in Marion County, Kansas, EXCEPT all minerals underlying the surface of said land all the rights and easements in favor of the estates of said minerals; all in Marion County, Kansas. Subject to the rights of way, easements and restrictions of record.

TRACT 7:

Part Northwest 1/4 of Section 7, Township 18 South, Range 2 East of the 6th P.M., Marion County, Kansas, more particularly described as follows: Beginning at the Northwest corner of said Northwest 1/4; thence North 90°00'00" East along the North line of said Northwest 1/4, 528.29 feet to a point of beginning; thence continuing on the same bearing 1884.13 feet to the Northeast corner of said Northwest 1/4; thence South 1°24'58" East along the East line of said Northwest 1/4, 994.16 feet; thence South 89°53'24" West parallel to the North line of said Northwest 1/4, 1900.74 feet; thence North 0°17'27" West parallel to the West line of said Northwest 1/4, 997.59 feet to the point of beginning.

TRACT 8:

Northwest 1/4 of Section 5, Township 18 South, Range 2 East of the 6th P.M., Marion County, Kansas

TRACT 9:

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Southeast 1/4 of Section 31, Township 17 South, Range 2 East of the 6th P.M., Marion County, Kansas

TRACT 10:

Southwest 1/4 of Section 1, Township 18 South, Range 1 East of the 6th P.M., Marion County, Kansas

TRACT 11:

Part of the Northwest Quarter of Section 16, Township 18 South, Range 2 East, Marion County, Kansas, and described as follows: Beginning at the Southwest corner of said Northwest Quarter of Section 16, Township 18 South, Range 2 East of the 6th P.M., thence North along the West line of said Northwest Quarter, a distance of 500 feet; thence East 90°00' to the West line of said Northwest 1/4 of Section 16-18-2, 599 feet to the West right of way line of the Chicago Rock Island & Pacific Railway; thence Southwesterly along said railway right of way line to the South line of said Northwest 1/4 of Section 16-18-2; thence West on said South line a distance of 241.80 feet to the point of beginning, EXCEPT the North 125 feet of the following described tract of land to-wit: Part of the Northwest Quarter of Section 16, Township 18 South, Range 2 East of the 6th P.M., Marion County, Kansas, more particularly described as follows, to-wit: Beginning at the Southwest corner of said Northwest Quarter of Section 16, Township 18 South, Range 2 East, thence North along the West line of said Northwest Quarter a distance of 500 feet; thence East 90°00' to the West line of said Northwest 1/4 of Section 16-18-2, 599 feet to the West right of way line of the Chicago Rock Island & Pacific Railway; thence Southwesterly along said railway right of way line to the South line of said Northwest 1/4 Section 16-18-2; thence West on said South line a distance of 241.80 feet to the point of beginning, subject to public road.

TRACT 12:

North 1/2 of Southwest 1/4 AND South 1/2 of Southwest 1/4 of Section 17, Township 18 South, Range 2 East of the 6th P.M., Marion County, Kansas

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, 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.

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
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, if any, not shown as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

8. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:
- Tract 1:
Tax Year: 2025 Full Amount: \$937.72, Half Paid Tax Parcel Number: BLA 0093
- Tract 2:
Tax Year: 2025 Full Amount: \$966.70, Half Paid Tax Parcel Number: MOR 0065
Tax Year: 2025 Full Amount: \$966.70, Half Paid Tax Parcel Number: MOR 0064
- Tract 3:
Tax Year: 2025 Full Amount: \$1016.72, Half Paid Tax Parcel Number: DPK 0016
- Tract 4:
Tax Year: 2025 Full Amount: \$846.48, Half Paid Tax Parcel Number: MOR 0133
- Tract 5:
Tax Year: 2025 Full Amount: \$608.56, Half Paid Tax Parcel Number: MOR 0068
- Tract 6:
Tax Year: 2025 Full Amount: \$1812.76, First Half Unpaid Tax Parcel Number: MOR 0016
- Tract 7:
Tax Year: 2025 Full Amount: \$574.96, Half Paid Tax Parcel Number: DPK 0034
- Tract 8:
Tax Year: 2025 Full Amount: \$4902.46, Half Paid Tax Parcel Number: DPK 0022
- Tract 9:
Tax Year: 2025 Full Amount: \$266.06, Half Paid Tax Parcel Number: BLA 0153
Tax Year: 2025 Full Amount: \$2288.58, Half Paid Tax Parcel Number: BLA 0153A
Tax Year: 2025 Full Amount: \$496.46, Half Paid Tax Parcel Number: BLA 0153B
Tax Year: 2025 Full Amount: \$498.20, Half Paid Tax Parcel Number: BLA 0153C
- Tract 10:
Tax Year: 2025 Full Amount: \$1576.92, Half Paid Tax Parcel Number: MOR 0006
- Tract 11:
Tax Year: 2025 Full Amount: \$723.86, Half Paid Tax Parcel Number: DPK 0107
- Tract 12:
Tax Year: 2025 Full Amount: \$1409.16, Half Paid Tax Parcel Number: DPK 0130
Tax Year: 2025 Full Amount: \$1209.78, Half Paid Tax Parcel Number: DPK 0131
9. Subject to existing road, street or highway rights of way.
10. Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.
11. Terms and provision contained in the Lease dated May 15, 2017 executed by Dudley Donahue, Trustee of the Dudley Donahue Revocable Living Trust dated July 21, 2016, as lessor, and Diamond Vista Wind Project, LLC, a Delaware limited liability company, as lessee, as evidenced by the Memorandum of Wind Energy Lease recorded April 19, 2017 as Book Misc. 209, Page 365. (Tract 1)
12. Right of Way Easement to Rural Water District #1, Marion County, Kansas recorded in/on Book Misc. 154, Page 208(2).

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13. Terms and provisions of the oil and gas leases executed between Dudley J. Donahue, lessor, and Noble Petroleum, Inc., lessee, filed October 22, 2015 recorded in/on Book Misc. 206, Page 871, together with all subsequent assignments and conveyances. (Tract 2)

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.

14. Terms and provisions of the oil and gas leases executed between DFH, Inc. formerly known as The Donahue Corporation, a Kansas Corporation, lessor, and Noble Petroleum, Inc., lessee, filed October 22, 2015 recorded in/on Book Misc. 206, Page 874, together with all subsequent assignments and conveyances. (Tract 2)

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.

15. The following matters disclosed by a survey made by GeoTech, Inc. on March 06, 2009, designated Job No. 09060-02 to mark the East line of the Southeast 1/4 in Section 3-18-2 and recorded in Book Misc. 194, Page 180. (Tract 3)
16. Terms and provisions of the oil and gas leases executed between James C. Donahue and Joan M. Donahue, lessor, and J. Fred Hambright, lessee, filed May 19, 1975 recorded in/on Book Misc. 156, Page 48, together with all subsequent assignments and conveyances. (Tract 4)

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.

17. Terms and provisions of the oil and gas leases executed between James C. Donahue and Joan M. Donahue, lessor, and J. Fred Hambright, lessee, filed May 19, 1975 recorded in/on Book Misc. 156, Page 49, together with all subsequent assignments and conveyances. (Tract 4)

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.

18. Terms and provisions of the oil and gas leases executed between James C. Donahue and Joan M. Donahue, lessor, and J. Fred Hambright, lessee, filed May 19, 1975 recorded in/on Book Misc. 156, Page 50, together with all subsequent assignments and conveyances. (Tract 4)

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.

19. Grant of Easement to Mid-America Pipeline Company, a Delaware corporation recorded in/on Book Misc. 119, Page 273. (Tract 6)
20. Right of Way Easement to Rural Water District No. 1, Marion County, Kansas recorded in/on Book Misc. 154, Page 767. (Tract 6)
21. Saltwater Disposal Lease and Agreement to Durham Disposal Corp. recorded in/on Book Misc. 172, Page 705. (Tract 6)
22. Deed Right of Way for Public Road recorded in/on Book Misc. 188, Page 943; and Re-Recorded in Book Misc. 189, Page 5. (Tract 6)
23. Terms and provisions of the oil and gas leases executed between The Donahue Corporation, lessor, and Mark A. Williams, Inc., lessee, filed August 10, 1981 recorded in/on Book Misc. 166, Page 367, together with all subsequent assignments and conveyances. (Tract 6)

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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24. Right of Way Easement to Rural Water District #1, Marion County, Kansas recorded in/on Book Misc. 154, Page 441. (Tract 8)
25. Terms and provisions of the oil and gas leases executed between The Donahue Corporation, lessor, and Mark A. Williams, Inc., lessee, filed August 10, 1981 recorded in/on Book Misc. 166, Page 382, together with all subsequent assignments and conveyances. (Tract 8)

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.

26. Grant of Easement to Mid-America Pipeline Company, a Delaware corporation recorded in/on Book Misc. 119, Page 267. (Tract 9)
27. Grant of Easement to Mid-America Pipeline Company, a Delaware corporation recorded in/on Book Misc. 119, Page 269. (Tract 9)
28. Terms and provisions of the oil and gas leases executed between James C. Donahue and Joan M. Donahue, lessor, and Mark A. Williams, Inc., lessee, filed July 09, 1981 recorded in/on Book Misc. 165, Page 900, together with all subsequent assignments and conveyances. (Tract 9)

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. Right of Way Easement to Rural Water District #1, Marion County, Kansas recorded in/on Book Misc. 154, Page 506(2). (Tract 10)
30. Right of Way Easement to Rural Water District #1, Marion County, Kansas recorded in/on Book Misc. 154, Page 774(2). (Tract 10)
31. Terms and provisions of the oil and gas leases executed between James C. Donahue and Joan M. Donahue, lessor, and Mark A. Williams, Inc., lessee, filed August 10, 1981 recorded in/on Book Misc. 166, Page 366, together with all subsequent assignments and conveyances. (Tract 10)

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.

32. Easement to City of Durham for purpose of constructing, operating and maintaining utilities recorded in/on Book Misc. 148, Page 150. (Trac 12)
33. Deed Right of Way for Public Road recorded in/on Book 357, Page 776. (Tract 12)

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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

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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STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.

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- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to

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Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

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For issuing guidelines on this form, see [Guidelines](#)

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PRIVACY POLICY

WHAT DOES SECURITY 1ST 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 1st 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?
For our everyday business purposes —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
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	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.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us 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.
What sharing can I limit?	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.
Contact Us	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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