

Commitment Cover Page

Order Number: **3128682**

Delivery Date: **04/29/2025**

Property Address: **No Situs Address, Valley Center, KS 67147**

For Closing Assistance

Transaction Services
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 267-8371
ts@security1st.com

For Title Assistance

Residential Title Staff
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 779-1994
rthd@security1st.com

Buyer/Borrower

A Legal Entity, To Be Determined
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
Delivered via: Electronic Mail

Seller/Owner

William D. DeVore Revocable Trust dated September 23,
1997
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:	04/29/2025	Buyer(s):	A Legal Entity, To Be Determined
Order No.:	3128682	Seller(s):	William D. DeVore Revocable Trust dated September 23, 1997
Issuing Office:	Security 1st Title 727 N Waco Ave, Ste 300 Wichita, KS 67203	Property Address:	No Situs Address, Valley Center, KS 67147

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$560.00
	Total TBD
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.

Tax Information:

[00315127](#), [00315128](#), [00315041](#), [00315040](#), [00315043](#), [00315044](#), [00315045](#), [00315046](#)

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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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

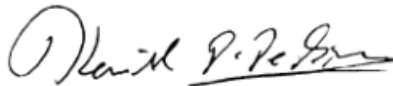
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST 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, LLC



Security 1st Title

Residential Title Staff
727 N Waco Ave, Ste 300
Wichita, KS 67203
(316) 779-1994 (Work)
rthd@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Residential Title Staff 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 779-1994 (Work) rthd@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	SBR-NW3128682		
Property Address:	No Situs Address, Valley Center, KS 67147		

SCHEDULE A

1. Commitment Date:

04/17/2025 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:

William D. DeVore Revocable Trust dated September 23, 1997

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.: SBR-NW3128682

Exhibit A

The Southwest Quarter (SW/4) of Section 15, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas AND The Southeast Quarter (SE/4) of Section 15, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT a tract described as: Beginning at a point on the East line of the Southeast Quarter of said Section 15 at an assumed bearing of South 00°00'00" West, on said East line, a distance of 1008.01 feet from the Northeast corner of the Southeast Quarter of said Section 15; thence South 00°00'00" West, on said East line, a distance of 293.25 feet; thence North 89°31'05" West, a distance of 974.40 feet; thence North 49°31'18" East, a distance of 408.88 feet; thence North 88°18'18" East, a distance of 663.64 feet to the point of beginning;

EXCEPT A tract of land between a meander of the Little Arkansas River situated within the Southwest Quarter and Southeast Quarter of Section 15, Township 25 South, Range 1 West, of the 6th Principal Meridian, Sedgwick County, Kansas, as prepared by Baughman Co. P.A. Professional Surveyors, CLS 58, in aforesaid County and State, on the 3rd day of October, 2024, and described as COMMENCING at the southeast corner of said Southeast Quarter; THENCE North 00°09'47" East, coincident with the east boundary of said Southeast Quarter using the Kansas Regional Coordinate System: Zone 17, 1,292.63 feet, to a point 45.00 feet south of the southeast corner of a tract conveyed to Stacy and Phil A. Schurie, as recorded in Film 1690, Page [0344](#) in the Office of the Register of Deeds of Sedgwick County, Kansas, and the POINT OF BEGINNING; THENCE North 89°21'18" West, parallel with and 45.00 feet normally distant south of the south boundary of said Schurie Tract, 40.00 feet; THENCE North 00°09'47" East, parallel with and 40.00 feet normally distant west of the east boundary of said Southeast Quarter, 15.00 feet, to a point 30.00 feet south of the south boundary of said Schurie Tract; THENCE North 89°21'18" West, parallel with and 30.00 feet normally distant south of the south boundary of said Schurie Tract, 1,194.14 feet, to deflection point one; THENCE South 81°51'30"W, 234.25 feet, to deflection point two; THENCE South 89°57'17" West, 911.21 feet, to deflection point three on an eastern boundary of herein described tract; THENCE South 00°09'47" West, along said eastern boundary being parallel with the east boundary of said Southeast Quarter, 373.88 feet, more or less to the thread of said Little Arkansas River; THENCE following the meanders of the thread of said Little Arkansas River, upstream along the following approximate courses, Southwest, South, Southwest, West, Northwest, North, Northeast, East, Southeast, East and Northeast, to a northeast boundary of herein described tract; THENCE South 25°16'32" East, along said northeast boundary, 552.55 feet more or less, to deflection point four, being North 00°09'47" East, 30.00 feet north of said deflection point three on the northern extension of said eastern boundary; THENCE North 89°57'17" East, parallel with and 30.00 feet normally distant north of the southern boundary described herein, a distance of 908.98 feet, to deflection point five; THENCE North 81°51'30" East, parallel with an 30.00 feet normally distant north of the southern boundary described herein, 234.43 feet, to the western extension of the southern boundary of said Schurie Tract and deflection point six; THENCE South 89°21'18" East, coincident with the southern boundary of said Schurie Tract, 1,236.20 feet, to the east boundary of said Southeast Quarter and the southeast corner of said Schurie Tract; THENCE South 00°09'47" West, coincident with the east boundary of said Southeast Quarter, 45.00 feet, to the POINT OF BEGINNING.

The North Half of the Northeast Quarter (N/2 NE/4) of Section 22, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

That part of the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 22, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, lying East of the Little Arkansas River.

**** NOTE: DO NOT prepare instruments using the above legal descriptions. We are informed that a survey will be provided and portions of the above property will be conveyed as set forth on said survey. We reserve the right to amend this commitment after we are provided the survey description *****



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.
5. **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, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$403.11, Half Paid

Tax Parcel Number: 00315046 (W/2 SW/4 15-25-1W)

Tax Year: 2024

Full Amount: \$146.78, Half Paid

Tax Parcel Number: 00315044 (NE/4 SW/4 15-25-1W)

Tax Year: 2024

Full Amount: \$139.27, Half Paid

Tax Parcel Number: 00315045 (SE/4 SW/4 15-25-1W)

Tax Year: 2024

Full Amount: \$1,359.12, Half Paid

Tax Parcel Number: 00315041 (N/2 SE/4 except a tract in SE corner 15-25-1W)

Tax Year: 2024

Full Amount: \$170.37, Half Paid

Tax Parcel Number: 00315043 (SW/4 SE/4 plus a strip of land in NE/4 SE/4 15-25-1W)

Tax Year: 2024

Full Amount: \$269.90, Half Paid

Tax Parcel Number: 00315040 (SE/4 SE/4 15-25-1W)

Tax Year: 2024

Full Amount: \$346.86, Half Paid

Tax Parcel Number: 00315127 (N/2 NE/4 22-25-1W)

Tax Year: 2024
Full Amount: \$164.46, Half Paid
Tax Parcel Number: 00315128 (SE/4 NE/4 lying East of River)

NOTE: The legal description of the Land per the surveys do not match the legal descriptions of the tax parcel(s) affecting the Land and therefore new Tax IDs will be created. The taxes for Section 15, Township 25, Range 1W contain additional property as a portion of the lands was conveyed after the tax statements were issued.

7. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
8. We must be furnished a Certificate of Survey made by a qualified surveyor, which must establish the exact boundaries of the premises described herein **TO BE SPLIT UPON CONTRACTS**, with reference to the Government Survey and any other topographical feature.

When we have been furnished such Certificate of Survey, if necessary, we will redraft the legal description so as to definitively describe the premises to be insured. Said survey must be recorded of record.

9. File a death certificate for William D. DeVore.
10. We have a copy of the William D. DeVore Revocable Trust dated September 23, 1997; William D. DeVore, Trustee. We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.
11. File a Trustee's Deed from the current acting trustee(s) of the William D. DeVore Revocable Trust dated September 23, 1997 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.

12. Provide this company with a properly completed and executed Owner's Affidavit.
13. 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 2025, and subsequent years, none now due and payable.**
NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.
8. **The consequences of any past or future change in the location of the Little Arkansas River, which forms a boundary of the subject land, or any dispute arising over the location of the old bed of Little Arkansas River or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.**
9. **The right of upper and lower riparian owners to the free and unobstructed flow of the water of the Little Arkansas River, which forms a boundary of the subject land, without diminution or pollution.**
10. **Conveyances of Water Rights to The City of Wichita filed on Film 1468, Page [91](#), Film 1468, Page [94](#); Film 1468, Page [97](#); Film 1468, Page [99](#); Film 1468, Page [107](#); Film 1468, Page [109](#) and Film 1468, Page [142](#). Affidavit filed on Film 1468, Page [124](#) regarding water rights.
(All Parcels)**
11. **Certificates of Appropriation for Beneficial Use of Water filed on Film 750, Page [467](#) and Film 792, Page [756](#), and Correctional Order filed on Film 1144, Page [1143](#). (All parcels)**
12. **Rights or claims of parties in possession not shown by the public records.**
13. **Subject to existing road, street or highway rights of way.**
14. **Covenants and restrictions contained in/on Film 1433, Page [524](#) for the benefit of the S/2 of 15-25-1W.**
15. **Survey made by Baughman Company on November 25, 2024, designated Job No. 24-07-S948, filed on December 5, 2024 as Doc#/Flm-Pg: [30350643](#). (SW/4 and SE/4 of 15-25-1W)**

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16. An easement for right of way, recorded as Misc. Book 622-393.
In favor of: Sedgwick County, Kansas
Affects: East 20 feet of the West 50 feet of the W/2 SW/4 15-25-1W
17. Easement granted to the City of Wichita on Film 1468, Page [122](#) for water intake structure over a portion of the S/2 SE/4 of 15-25-1W.
18. An easement for pipeline, recorded as Misc. Book 289, Page [37](#) and partially released in Misc. Book 384, Page 42.
In favor of: The Derby Oil Company
Affects: S/2 NE/4 22-25-1W
19. An easement for temporary construction, recorded as Film 1402, Page [530](#).
In favor of: Sedgwick County, Kansas
Affects: NE/4 22-25-1W
20. An easement for road, recorded as Film 1402, Page [534](#).
In favor of: Sedgwick County, Kansas
Affects: NE/4 22-25-1W
21. An easement for electric line, recorded as Misc. Book 562, Page [204](#).
In favor of: Kansas Gas & Electric Company
Affects: SE/4 NE/4 and N/2 NE/4 22-25-1W
22. Grant of Hunting, Fishing and Recreational Rights dated September 22, 2010 executed by William A. DeVore and Alta DeVore, as lessor, and Richard A. DeVore (aka R.A. DeVore) and Virginia D. DeVore, as lessee, record September 22, 2010 as 29169826 for the lifetime of Richard A. DeVore (aka R.A. DeVore).
23. Survey made by Baughman Company on _____, 2025, designated Job No. __, filed on _____, as Doc#/Flm-Pg: _____. (All parcels)
24. 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, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy notice (“Notice”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) 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 Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice 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 this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice 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 may 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; and (3) for legal process and protection. Although we do not “sell” your information in the traditional sense, the definition of “sale” is broad under the CCPA that some disclosures of your information to third parties may be considered a “sale” or “sharing” for targeted advertising. 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. 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.

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 Notice. 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 Notice We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

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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 NOTICE.

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 ("CCPA"). To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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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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