Security 1st Title

Commitment Cover Page

Order Number: **3214892** Delivery Date: **09/29/2026**

Property Address: **00000 W. Parallel Rd, Langdon, KS 67583**

For Title Assistance
Reno County Title Department
1001 N. Main Street
Hutchinson, KS 67501
Office: (620) 669-8289
hutchinson@security1st.com

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

Seller/Owner
Heather Dawn Frank
Delivered via: Electronic Mail

Seller/Owner
Jason D. Evans
Delivered via: Electronic Mail

Seller/Owner
Debra K. Evans
Delivered via: Electronic Mail

Seller/Owner
Janelle Renee Frank
Delivered via: Electronic Mail

Agent for Seller
Red Cedar Land Co.
Attention: Jerred Bieberle
2 NE 10th Ave
St. John, KS 67576
(620) 562-7193 (Cell)
jerred@redcedarland.com
Delivered via: Electronic Mail

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land 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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Security 1st Title

Title Fee Invoice

Date:	**09/29/2026**	Buyer(s):	**A Legal Entity, To Be Determined**
Order No.:	**3214892**	Seller(s):	**Heather Dawn Frank and Jason D. Evans and Debra K. Evans and Janelle Renee Frank**
Issuing Office:	**Security 1st Title 1001 N. Main Street Hutchinson, KS 67501**	Property Address:	**00000 W. Parallel Rd, Langdon, KS 67583**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	
Doc Prep Fee - Affidavit	$75.00
Document Preparation	$150.00
	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.

Vesting Documents:

Reno county recorded 02/18/1887 at book 28 page 43
Reno county recorded 10/22/1941 at book 214 page 55
Reno county recorded 07/23/1946 at book 65 page 117
Reno county recorded 06/23/2023 at book 697 page 165
Reno county recorded 08/12/2024 at book 582 page 49
Reno county recorded 02/18/2025 under reception no. 2025000097
Reno county recorded 04/03/2025 under reception no. 2025001137
Reno county recorded 11/10/2025 under reception no. 2025006667
Reno county recorded 01/08/2026 under reception no. 2026000141

Tax Information:

28457

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Westcor Land 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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.

By: Steven D. Black - President

Attest: Donald A. Berube - Secretary

Issuing Agent: Security 1st Title, LLC

Security 1st Title

Reno County Title Department
(620) 669-8289
hutchinson@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	**Security 1st Title, LLC**	Buyer:	**A Legal Entity, To Be Determined**
Issuing Office:	**1001 N. Main Street Hutchinson, KS 67501**	Title Contact:	**Reno County Title Department (620) 669-8289 hutchinson@security1st.com**
ALTA Universal ID:	**1100300**		
Loan ID Number:			
Commitment No.:	**rctd3214892**		
Property Address:	**00000 W. Parallel Rd, Langdon, KS 67583**		

SCHEDULE A

1. **Commitment Date:**

   09/21/2026 at 07:00 AM

2. **Policy to be issued:**

   ALTA Owner's Policy 07-01-2021 TBD
   Proposed Insured: A Legal Entity, To Be Determined
   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:**

   Heather Dawn Frank, AS TO AN UNDIVIDED ONE-THIRD (⅓) INTEREST;

   AND

   Jason D. Evans and Debra K. Evans, AS TO AN UNDIVIDED ONE-THIRD (⅓) INTEREST;

   AND

   Janelle Renee Frank, AS TO AN UNDIVIDED ONE-THIRD (⅓) INTEREST

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

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Commitment No.: rctd3214892

Exhibit A

The West Half of the Southwest Quarter of Section 36, Township 25 South, Range 10 West of the 6th P.M., Reno County, Kansas;

EXCEPT A TRACT shown in that certain railroad deed, recorded February 18, 1887 in Book 28, Page **43**, and described as follows: A strip of land 150 feet wide, of which the center line of the route and line of The Chicago, Kansas and Nebraska Railway Company is the center, being 75 feet each side of the center line of said route over, across, and through the Southwest Quarter of Section 36, Township 25 South, Range 10 West of the 6th P.M., Reno County, Kansas;

AND EXCEPT A TRACT shown in "Dedication Deed - Public Road," recorded October 22, 1941 in Book 214, Page **55**, and described as follows: A strip of land 100 feet wide and 930 feet long, lying next to and parallel with the Southeast right-of-way line of the Chicago, Rock Island and Pacific Railroad located in the West Half of the Southwest Quarter of Section 36, Township 25 South, Range 10 West of the 6th P.M., Reno County, Kansas;

AND EXCEPT A TRACT shown in "Condemnation Case No. 2872, Report of Appraisers," recorded July 23, 1946 in Book 65, Page **117**, and described as follows: A tract of land 115 feet wide Southerly of, parallel with, and adjoining the Southerly right-of-way line of the Chicago, Rock Island and Pacific Railroad between the West line and the North line of the West Half of the Southwest Quarter of Section 36, Township 25 South, Range 10 West of the 6th P.M., Reno County, Kansas;

AND EXCEPT A TRACT shown in "Warranty Deed," recorded February 18, 2025 as Document No. **2025000097**, and described as follows: Commencing at a 5/8" rebar found at the South Quarter of Section 35, Township 25 South, Range 10 West of the 6th P.M., Reno County, Kansas, having Kansas South State Plane Coordinates Northing: 1733956.38, Easting: 1344176.59; thence North 89°59'52" East a distance of 2,646.74 feet to the Southwest corner of Section 36, Township 25 South, Range 10 West and a 5/8" rebar to be set, said point being the Point of Beginning; thence along the West line of Section 36, Township 25 South, Range 10 West, North 00°26'16" West a distance of 717.48 feet to a 5/8" rebar to be set; thence Easterly through the lands of now or formerly Vickie L. and Thomas G. Frank (Joint Tenancy Warranty Deed recorded May 5, 2016 in Book 650, Page **486**), South 88°16'58" East a distance of 305.53 feet to a 5/8" rebar to be set; thence South 00°26'16" East a distance of 708.12 feet to a 5/8" rod pin set on the South line of Section 36, Township 25 South, Range 10 West; thence along the South line of Section 36, Township 25 South, Range 10 West, South 89°57'49" West a distance of 305.53 feet to the Point of Beginning; bearings and coordinates shown hereon are based on Kansas State Plane Coordinate System, South Zone, North American Datum of 1983; description prepared by Christopher Michaud, KS PLS No. 1685;

AND EXCEPT A TRACT shown in "General Warranty Deed," recorded April 3, 2025 as Document No. **2025001137**, and described as follows: Commencing at 5/8" rebar found at the West Quarter corner of Section 36, Township 25 South, Range 10 West of the 6th P.M., Reno County, Kansas, having a Kansas South State Plane coordinates Northing: 1736600.36, Easting: 1346803.13, thence; South 00°26'16" East a distance of 477.07 feet to the intersection of the Southern Right of Way of Highway 61 and the West line of Section 36, Township 25 South, Range 10 West and a 5/8" rebar to be set, being the Point of Beginning; thence along said right of way of Highway 61, North 63°01'57" East a distance of 216.20 feet to a 5/8" rebar to be set; thence Southerly, through the lands of now or formerly Vicki L. and Thomas G. Frank (Joint Tenancy Warranty Deed recorded May 5, 2016 in Book 650, Page **486**), South 26°56'14" East a distance of 103.93 feet to a 5/8" rebar to be set; thence continuing through said lands South 00°18'21" East a distance of 175.00 feet to a 5/8" rebar to be set; thence South 89°41'39" West a distance of 239.40 feet to a 5/8" rebar to be set on the West line of Section 36, Township 25 South, Range 10 West; thence along the West line of Section 36, Township 25 South, Range 10 West, North 00°26'16" West a distance of 170.89 feet to the Point of Beginning; bearings and

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coordinates shown hereon are based on Kansas State Plane Coordinate System, South Zone, North American Datum of 1983; description prepared by Christopher Michaud, KS PLS No. 1685.

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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.

5. **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: 2025
   Full Amount: $273.00, Paid
   Tax Parcel Number: 28457
   NOTE: The tax assessment is on vacant land.

6. **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.**

7. **The General Warranty Deed dated April 03, 2025, and recorded April 03, 2025 as Document No. 2025001137 failed to recite the marital status of Thomas G. Frank. If said individual was single, then we require the filing of a properly executed Affidavit of Marital Status from a person of knowledge stating that said person was single on the date said instrument was executed. If said person was married at such time, then we require proper conveyance from the spouse of said individual.**

8. **In regard to the death of Thomas G. Frank, we require:**
   a. Indemnity from the grantee beneficiaries in the Transfer on Death Deed, recorded June 23, 2023 in Book 697, Page 165, for expenses paid by the State of Kansas, for medical assistance, all expenses of the final illness, and all other claims of the estate, including the lien of Federal Estate Taxes.
   b. If said beneficiaries are the children of the grantor, we require an Affidavit that no children were born to, or adopted on in utero, since the date of the Transfer on Death Deed.

9. **File a Warranty Deed from Heather Dawn Frank, stating marital status and joined by spouse, if any, to A Legal Entity, To Be Determined.**

10. **File a Warranty Deed from Jason D. Evans and Debra K. Evans, husband and wife, to A Legal Entity, To Be Determined.**

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11. **File a Warranty Deed from Janelle Renee Frank, stating marital status and joined by spouse, if any, to A Legal Entity, To Be Determined.**

The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.

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

13. **Note: 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.**

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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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 2026, 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 definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.**

9. **Subject to existing road, street or highway rights of way.**

10. **Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.**

11. **The terms and provisions contained in the railroad deed recorded February 18, 1887 in Book 28, Page 43.**

12. **Easement granted to Stanolind Pipe Line Company, as set forth on June 23, 1934 as Book 40, Page 123.**

13. **The terms and provisions contained in the document entitled "Dedication Deed - Public Road" filed October 22, 1941 as Book 214, Page 55.**

14. **The terms and provisions contained in the document entitled "In the Matter of Condemnation of Land for State Highway Purposes, Case No. 2872, Report of Commissioners" filed July 23, 1946 as Book 65, Page 117.**

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15. **The terms and provisions contained in the document entitled "Quitclaim Deed" filed November 03, 1980 as Book 453, Page 177.**

16. **The terms and provisions contained in the document entitled "Deed" filed December 28, 1993 as Book 510, Page 468.**

17. **Rights of the owners of the mineral estate as conveyed or reserved on/in "Mineral Deed" recorded February 8, 2013 in Book 629, Page 393, and of the parties claiming thereunder.**

18. **Terms and provisions of the oil and gas leases executed between Thomas G. Frank and Vickie L. Frank, lessor, and Kansas CBM LLC, lessee, for a primary term of 3 years, filed February 08, 2011, recorded in/on Book 457, Page 467; and Affidavit of Lease Extension recorded February 17, 2014 in Book 497, Page 56, 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.

19. **Terms and provisions of the oil and gas leases executed between Thomas G. Frank and Vickie L. Frank, lessor, and Palomino Petroleum Inc., lessee, for a primary term of 3 years, filed April 11, 2017, recorded in/on Book 524, Page 466, 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.

20. **Terms and provisions of the oil and gas leases executed between Trek Resources, Inc., lessor, and Unit Petroleum Company, lessee, for a primary term of 3 years, filed May 02, 2018, recorded in/on Book 532, Page 310; Affidavit of Extension of Oil and Gas Leases recorded March 4, 2021 in Book 557, Page 36, 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.

21. **Terms and provision contained in the Lease dated June 01, 2013 executed by Superior Pipeline Company, L.L.C., as lessor, and Dorado E&P Partners, as lessee, as evidenced by the Memorandum of Dedication of Natural Gas Production recorded March 06, 2014 as Book 497, Page 292.**

22. **Terms and provision contained in the Lease dated April 01, 2013 executed by Superior Pipeline Company, L.L.C., as lessor, and Unit Petroleum Company, as lessee, as evidenced by the Memorandum of Dedication of Natural Gas Production recorded July 28, 2014 as Book 501, Page 250.**

23. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**

24. **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.**

25. **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; and
   g. a signature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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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

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AMERICAN LAND TITLE ASSOCIATION

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

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at **http://www.alta.org/arbitration**.

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AMERICAN LAND TITLE ASSOCIATION

WESTCOR
LAND TITLE INSURANCE COMPANY

Notice of Privacy Policy

of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at **www.wltic.com**.*

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AMERICAN LAND TITLE ASSOCIATION

Security 1st Title

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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