

## Business Search ?

The business name or identification number on file with the Secretary of State.

☒ By business name ☐ By Kansas Secretary of State Business ID ☐ By resident agent name

Roscar, Inc

☒ Contains ☐ Starts With

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General Information

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### Business ID

2665578

[Purchase Certified Copy](#)

### Business Name

R O S C A R, INC.

### Type

Domestic For-Profit Corporation

### Formation Date

11/12/1998

### Jurisdiction

Kansas

### Status

Active and in Good Standing

[Purchase Certificate of Good Standing](#)

### Principal Office

#### Address

10880 Bullman Ct

[Update Online](#)

#### City, State Zip

Rolla, MO 65401

#### Country

United States of America

### Resident Agent Name

REGISTERED AGENT SOLUTIONS, INC.

### Registered Office

#### Address

2101 SW 21ST STREET

#### City, State Zip

TOPEKA, KS 66604

### Last Reporting Year

2024

### Next Report Due Date

04/15/2026

**Forfeiture Date**

07/15/2026

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✓ 266-5578

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Office of the Secretary of State/Corporation Division **Form**  
**For Profit Articles of Incorporation** **CF**

We, the undersigned incorporators, hereby associate ourselves together to form and establish a corporation FOR profit under the laws of the State of Kansas.

Article One: Name of the corporation

R O S C A R , Inc.

P.O. Box 3266

L.I.C., N.Y. 11103-0266 \*

2809 01 11-02-1998 09:45:50

51 NEW CORPORATION  
\$75.00

DO NOT WRITE IN THIS SPACE

Article Two: Address of registered office in Kansas 727 Poyntz Ave. Suite 201

Manhattan,

Riley,

Ks. 66502-6097

(City)

(County)

(Zip Code)

Name of resident agent at above address Charles S. (Terry) Arthur, III Esq.

Article Three: Nature of corporation business or purposes to be conducted or promoted is  
 Agriculture and related business, lawful under the laws of Kansas.

Article Four: Total number of shares that this corporation shall be authorized to issue

400	shares of	Common	stock, class	A.	No	par value of	\$0.00¢	dollars each
	shares of		stock, class			par value of		dollars each
	shares of		stock, class			without nominal or par value		
	shares of		stock, class			without nominal or par value		

If applicable, state any designations, powers, preferences, rights, qualifications, limitations or restrictions applicable to any class of stock or any special grant of authority to be given to the board of directors

Article Five: Name and mailing address of each incorporator is

Roslita Green Mallia, P.O. Box 3266, L.I.C., N.Y. 11103

Carmelo Mallia, P.O. Box 3266, L.I.C., N.Y. 11103

\*Please send all correspondence to primary address (P.O. Box 3255).

2665578 19981112 R252 F 233



01986740



Article Six: Name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified is

Roslita Green Mallia, P.O. Box 3266, L.I.C., N.Y. 11103

Carmelo Mallia, P.O. Box 3266, L.I.C., N.Y. 11103

Article Seven: Is this corporation to exist perpetually? Yes X No       
If no, the term for which this corporation is to exist is     

•Tax closing date, if known Dec. 31st.

In testimony whereof, we have hereunto subscribed our names this 23<sup>rd</sup> day of October, A.D. 1998.  
(Signatures must correspond exactly to the names of the incorporators listed in Article Five.)

Carmelo Mallia

Roslita Green Mallia

State of New York  
County of Queens } ss.

Before me, a notary public in and for said county and state, personally appeared

CARMELLO MALLIA

ROSLITA GREEN MALLIA

who are known to me to be the same persons who executed the foregoing Articles of Incorporation and duly acknowledged the execution of the same. In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 23 day of October, A.D. 1998.

(Seal)

GREGOR K. LEVONIUK  
NOTARY PUBLIC, State of New York  
No. 41-2336200  
Qualified in Queens County  
Term Expires 2/28/2000

GREGOR K. LEVONIUK  
(Notary Public)

My appointment or commission expires 2/28, 2000.

Submit document in duplicate

with \$75 filing fee to:

Corporation Division,

Office of the Secretary of State,

2nd Floor, State Capitol, Topeka, KS 66612-1594

(913) 296-4564



267-8

# Sale of Oil and Gas Royalty



KNOW ALL MEN BY THESE PRESENTS, That Lawrence J. O'Reilly, a single man

of Cloud County, State of Kansas hereinafter called Grantor,  
for and in consideration of the sum of One & No/100 DOILLARS  
(\$ 1.00 ) cash in hand paid by Francis O'Reilly

has  
hereinafter called Grantee, the receipt of which is hereby acknowledged, ~~base~~ granted, sold, conveyed, assigned and delivered, and by these presents ~~grant~~ sell, convey, assign and deliver unto said Grantee an undivided one-fifth (1/5) interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land situated in

Cloud County, State of Kansas to-wit:  
The East Half (E<sup>1</sup>/<sub>2</sub>) of the Northeast Quarter  
(NE<sup>1</sup>/<sub>4</sub>) of Section Four (4) in Township Eight  
(8) South, Range Three (3) West of the Sixth  
Principal Meridian, in Cloud County, Kansas,

of Section Township Range containing eighty acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom, with the right at any time to remove any or all equipment in connection therewith.

is not  
Said land ~~being~~ now under an oil and gas lease, ~~executed in favor of an appurtenant of record, it is understood and agreed that this sale is made subject to the terms of said lease, that covers and includes~~ of all the oil royalty and gas rental or royalty due and to be paid under the terms of said lease

It is understood and agreed that one-fifth of the money rentals which may be paid to extend the term within which a well may be begun under the any oil or gas lease terms of ~~said lease~~ is to be paid to the said Grantee and in the event that the ~~above described~~ lease for any reason becomes cancelled or forfeited then and in that event an undivided one-fifth of the lease interests and all future rentals and bonuses on said land for oil, gas and other mineral privileges shall be owned by the said Grantee, Francis O'Reilly owning one-fifth of all oil, gas, and other minerals in and under said lands, together with one-fifth interest in all future events.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, appurtenances thereto in anywise belonging unto the said Grantee, herein, his heirs and assigns for a period of the next 20 years from November 19, 1953 and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated and grantor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said property unto said Grantee herein, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, and agree that the Grantee shall have the right at any time to redeem for Grantor by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

Witness my hands this 19th day of November, 1953

Lawrence J. O'Reilly  
(Lawrence J. O'Reilly)



STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF Cloud }  
Before me, the undersigned, a Notary Public, within and for said County and State, on this 15th  
day of November, 1953, personally appeared Lawrence J. O'Reilly,  
~~not a single man,~~

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires June 7, 1955 Clarence Paulsen  
Notary Public

STATE OF TEXAS, } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Texas)  
COUNTY OF \_\_\_\_\_ }  
Before me \_\_\_\_\_ a Notary Public, in and for said County and State, on this day personally  
appeared \_\_\_\_\_, known to me  
to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed  
the same for the purpose and consideration therein expressed.  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_ }  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a  
Notary Public, duly commissioned, in and for the county and state aforesaid, came \_\_\_\_\_  
\_\_\_\_\_ president of \_\_\_\_\_  
a corporation of the State of \_\_\_\_\_, personally known to me to be such officer, and to be  
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-  
knowledgeed the execution of the same for himself and for said corporation for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.  
My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

No. \_\_\_\_\_  
**SALE OF OIL AND GAS ROYALTY**  
FROM  
Lawrence J. O'Reilly  
TO  
Francis O'Reilly  
Date \_\_\_\_\_, 19\_\_\_\_  
Section 20 Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
Notarized and Transfer Recorded in my office  
this 18 day of Dec., A.D. 1953  
Clarence Paulsen  
County Clerk.  
STATE OF Kansas } ss.  
County of Cloud }  
This instrument was filed for record on the  
16 day of Dec, 1953  
at 2 o'clock P. M., and duly recorded  
in Book 267-8 Page 267-8 of  
the records of this office.  
By Helah Gay Register of Deeds.  
When recorded, return to \_\_\_\_\_  
THE KANSAS BLUE PRINT CO.  
141 NORTH MARKET ST. WICHITA, KANSAS  
PHOTOSTAT SERVICE UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF \_\_\_\_\_ }  
Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

## Commitment Cover Page

Order Number: **3084287**

Delivery Date: **07/25/2024**

Property Address: **1476 FAWN RD, Aurora, KS 67417**

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**For Closing Assistance**

Jacqua Askren  
213 W. 6th Street  
Suite B  
Concordia, KS 66901  
Office: (785) 243-3545  
[jaskren@security1st.com](mailto:jaskren@security1st.com)

Kayla Sicard  
213 W. 6th Street  
Suite B  
Concordia, KS 66901  
Office: (785) 243-3545  
[ksicard@security1st.com](mailto:ksicard@security1st.com)

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**For Title Assistance**

Jacqua M. Askren  
213 W. 6th Street  
Suite B  
Concordia, KS 66901  
Office: (785) 243-3545  
[jaskren@security1st.com](mailto:jaskren@security1st.com)

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**Seller/Owner**

Roscar, Inc.  
1476 FAWN RD  
AURORA, KS 67417  
Delivered via: Electronic Mail

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**Ordering Customer**

Trophy Properties and Auction  
Attention: Jason L Wallingford  
640 Cepi Drive, Suite 100  
Chesterfield, MO 63005  
(314) 882-6971 (Cell)  
(855) 573-5263 (Work)  
(314) 689-0046 (Work Fax)  
JasonW@TrophyPA.com  
Delivered via: Electronic Mail

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago 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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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**Chicago 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.

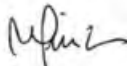
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE 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.

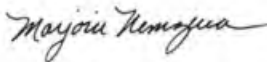
**Chicago Title Insurance Company**

By:



Randy Quirk, President

Attest:



Marjorie Nemzura, Secretary

**Issuing Agent: Security 1st Title**



**Jacqua M. Askren**  
**(785) 243-3545 (Work)**  
[jaskren@security1st.com](mailto:jaskren@security1st.com)

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	
Issuing Office:	<b>213 W. 6th Street Suite B Concordia, KS 66901</b>	Title Contact:	<b>Jacqua M. Askren (785) 243-3545 (Work) <a href="mailto:jaskren@security1st.com">jaskren@security1st.com</a></b>
ALTA Universal ID:	<b>0001150</b>		
Loan ID Number:			
Commitment No.:	<b>KS-C3084287</b>		
Property Address:	<b>1476 FAWN RD Aurora, KS 67417</b>		

**SCHEDULE A****1. Commitment Date:**

06/27/2024 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

TBD

Proposed Insured:

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:**

Roscar, Inc., aka R O S C A R Inc., a Kansas Corporation

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

The East Half of the Northeast Quarter of Section 4, Township 8 South, Range 3 West of the 6th P.M., Cloud County, Kansas

**Security 1st Title, LLC**

By:



**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. **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.



**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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **General taxes and special assessments for the year 2023 in the amount of \$1,030.84, paid.**

**Property ID # 182-04-0-00-00-001.00-0**

**PIN # ME0022**

8. **Subject to existing road, street or highway rights of way.**
9. **The terms and provisions contained in the Deed filed as Book 85 of Deeds at pages 267-8 which relates to lease interests and future rentals and bonuses on said land for oil, gas and other mineral privileges.**
10. **Rights or claims of parties in possession not shown by the public records.**

**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**

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- 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 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

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PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we 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 that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose

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whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization 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 nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third

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parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

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If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

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## PRIVACY POLICY

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

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

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

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

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

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

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

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