

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 Policy Amount 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



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, 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 and authenticated by a person authorized by the Company.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Cloud Republic County Title, LLC
Issuing Office's ALTA® Registry ID: 1071008
Commitment No.: 22-1199
Property Address: 0 Shady Road, Jeffe, KS
66935

Issuing Office: 607 Broadway, Concordia, KS 66901
Loan ID No.:
Issuing Office File No.: 22-1199

Revision No.:

SCHEDULE A

1. Commitment Date: 08/02/2022 at 7:30 a.m.
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **TBD**
Proposed Policy Amount: **\$TBD**
 - (b) ALTA Loan Policy (6-17-06)
Proposed Insured: **TBD**
Proposed Policy Amount: **\$TBD**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in: **The Bennington State Bank Inc., a Corporation**
5. The Land is described as follows:

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

L Nightingale
Authorized Signatory

Cloud Republic County Title, LLC

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI

Commitment No.: 22-1199

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, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from The Bennington State Bank Inc., a Corporation, to TBD, to be executed and recorded at closing.

Duly authorized and executed Mortgage from a Buyer at Auction, to a financial institute, if needed, securing its loan in the amount of \$ TBD.

A release of mortgage dated December 14, 2018 and executed by Tom G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas and recorded in the Republic County Register of Deeds on December 17, 2018 at 10:59 a.m., and filed as Instrument #2018-001047, in the amount of \$209,541.00.

A release of mortgage dated August 4, 2015 and executed by Tom G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas and recorded in the Republic County Register of Deeds on August 5, 2015 at 4:10 p.m., and filed in Book 409, Pages 315-326, in the amount of \$500,000.00.

A release of mortgage dated April 27, 2015 and executed by Thomas G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas, recorded in the Republic County Register of Deeds on May 4, 2015 at 4:10 p.m., and filed in Book 406, Pages 387-398, in the amount of \$300,000.00.

A release of mortgage dated July 2, 2014 and executed by Thomas G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas, recorded in the Republic County Register of Deeds on August 19, 2014 at 9:50 a.m., and filed in Book 402, Pages 361-372, in the amount of \$100,000.00.

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Schedule BI

Commitment No.: 22-1199

SCHEDULE B, PART I

Requirements (Continued)

A release of mortgage dated January 28, 2014 and executed by Thomas G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas and recorded in the Republic County Register of Deeds on January 30, 2014 at 4:20 p.m. and filed in Book 398, Pages 576-588, in the amount of \$150,000.00.

A release of mortgage dated April 10, 2013 and executed by Tom G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas and recorded in the Republic County Register of Deeds on April 22, 2013 at 11:00 a.m., and filed in Book 393 at Pages 65-76, in the amount of \$300,000.00.

A release of mortgage dated January 24, 2013 and executed by Tom G. Blazek and Kristi R. Blazek, husband and wife, to The Bennington State Bank, Bennington, Kansas, and recorded in the Republic County Register of Deeds on February 7, 2013 at 3:45 p.m., and filed in Book 391, Pages 540-551, in the amount of \$1,500,000.00.

5. Pay all 2021 taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. The 1st half of 2021 and prior are shown as paid. The 2nd half of 2021 are now past due and considered delinquent.
6. Furnish a copy of Resolution by the Board of Directors of The Bennington State Bank, a Kansas Banking Corporation, authorizing the execution of a Deed, by the proper officers, and specifically naming said officers and their titles.
7. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Cloud Republic County Title, LLC; all monies due must be in the form of a Cashier's Check, Certified Funds or Wire Transfer.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BII

Commitment No.: 22-1199

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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, attached, 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, unless such lien is 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. The lien of the General Taxes for the year 2022, and thereafter. The 1st half and prior real estate taxes are shown as paid. The 2nd half are now past due and considered delinquent.
8. Subject to the Memorandum of Wind Farm Lease and Easement Agreement, recorded on August 31, 2021 as Instrument #2021-000896 in the official records of the Republic County Register of Deeds.
9. Affidavit of Lease for Mid-States Port Authority to Kyle Railroad Co., from John Golden and Rick Cecil to the Public, recorded in the Republic County Register of Deeds on June 6, 1994 and filed in Book 289, Page 485-489.

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First American Title Insurance Company

Schedule BII

Commitment No.: 22-1199

SCHEDULE B, PART II

Exceptions (Continued)

10. Joseph J. Blazek and Emma Blazek, husband and wife to the State of Kansas Secretary of Transportation, Right of Easement, recorded in the Republic County Register of Deeds on October 9, 1992, and filed in Book 164, Page 181.
11. Right of Way Easement to Rural Water District No. 2, recorded on April 4, 1975 and filed in Book 227, Page 451.
12. Mineral Quit Claim Deed from International Mining Corporation to David Murdoch d/b/a International Mining Company, recorded in the Republic County Register of Deeds on May 6, 1986 and filed in Book 261, Pages 325-339.
13. Oil and Gas Lease to Robert Harris, recorded in the Republic County Register of Deeds on November 20, 1985 and filed in Book 249, Page 299-300.
14. Declaration of Abandonment for Burlington Northern Railroad, recorded in the Republic County Register of Deeds on November 24, 1998, and filed in Book 310, Page 339.
15. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Land.
16. Subject to all existing highways, roads, and right-of-ways not shown by Public Records.
17. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Exhibit A

Commitment No.: 22-1199

The Land referred to herein below is situated in the County of Republic, State of Kansas, and is described as follows:

The South Thirty (30) acres of the West Half of the Southwest Quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) of Section Twenty-six (26), Township Three (3) South, Range Two (2) West of the 6th P.M., Republic County, Kansas, described by metes and bounds as follows:

**Commencing at the Southwest (SW) corner of said West Half of the Southwest Quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$);
thence running North Sixty (60) rods;
thence East Eighty (80) rods;
thence running South Sixty (60) rods;
thence running West Eighty (80) rods to the place of beginning, Republic County, Kansas.**



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

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

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

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

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

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

How Long Do We Keep Your Information? We keep your 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 sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products 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 this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

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

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



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 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see “What Information Do We Collect About You” in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see “How Do We Collect Your Information”, “How Do We Use Your Information”, and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “How Do We Use Your Information” and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.