

2022 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

BILLING DATE: 02/10/2023
PIN NO: 00192860
AIN NO: 212030220100300
GEO CODE: C 45892
BILL NO: 221891897

LOAN NAME: L00762-BENNINGTON ST
LOAN CODE: L00762
TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 02/10/2023

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary

Special Assessment	Amount
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	7.11
Special Assessment Total	7.11

Property Address of Record

2536 S SOUTHEAST DR

Taxed Items:

LOT 1 RAINBO BAKING CO. ADD.



TIM TIMSAH
2356 SE PARTNERS LLC
2024 N WOODLAWN ST STE 200
WICHITA KS 67208-1878

Owner of Record February 10, 2023

2356 SE PARTNERS LLC

Real Estate Account Summary

Description	Amount
Net General Tax	5,076.52
Special Assessment	7.11
Total Amount Due	5,083.63
Delinquent Years Total	0.00
Payment(s) Applied	-2,541.82
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	0.00
Full Payment	2,541.81

Half or Full Payment Due February 20, 2023

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:

A 2.19% convenience fee will be charged to all credit card transactions.

My Local Taxes - How are they used?

Go to WWW.SEDGWICKCOUNTY.ORG click Government, Departments and Services, Treasurer
MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at Work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2022 Real Estate Tax Statement

01 1

Due by February 20, 2023

AIN NO: 212030220100300
GEO CODE: C 45892
TU: 6702
LOAN OR MULT CODE: L00762

Call (316) 668-9000 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 02/10/2023

☐ Credit Card Payment
(See Back)

☐ Address Change?
See Back

☐ Mail Receipt

Minimum Payment	0.00
Full Payment	2,541.81
Amount Enclosed	

2022-00192860

2356 SE PARTNERS LLC

Mail payments to:

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961



TIM TIMSAH
2356 SE PARTNERS LLC
2024 N WOODLAWN ST STE 200
WICHITA KS 67208-1878

202222189189700192860 011 0000000000 0000254181 5

Property Taxes and Appraisals

2536 S SOUTHEAST DR WICHITA

Property Description

Legal Description	LOT 1 RAINBO BAKING CO. ADD.
Owner	2356 SE PARTNERS LLC
Mailing Address	2024 N WOODLAWN ST STE 200 WICHITA KS 67208-1878
Geo Code	C 45892
PIN	00192860
AIN	212030220100300
Tax Unit	6702 001 WICHITA U-259
Land Use	3630 Warehouse-retail combination
Market Land Square Feet	21,166
2022 Total Acres	.49
2022 Appraisal	\$176,400
2022 Assessment	\$44,100

Commercial Buildings

Building	Units	Built	Sq. Ft.
1-WAS SARALEE OUTLET STORE (Storage Warehouse)		1986	3,600

More Details

View the Property Record Card for full property details

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$59,300	\$117,100	\$176,400	+7%
2021	Commercial / Industrial	\$59,300	\$106,200	\$165,500	-13%
2020	Commercial / Industrial	\$59,300	\$130,820	\$190,120	+4%
2019	Commercial / Industrial	\$59,300	\$124,230	\$183,530	+14%
2018	Commercial / Industrial	\$59,300	\$102,400	\$161,700	
2017	Commercial / Industrial	\$59,300	\$102,400	\$161,700	+7%
2016	Commercial / Industrial	\$59,300	\$91,300	\$150,600	+4%
2015	Commercial / Industrial	\$59,300	\$85,700	\$145,000	
2014	Commercial / Industrial	\$59,300	\$85,700	\$145,000	-6%
2013	Commercial / Industrial	\$59,300	\$95,700	\$155,000	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$14,825	\$29,275	\$44,100	+7%
2021	Commercial / Industrial	\$14,825	\$26,550	\$41,375	-13%
2020	Commercial / Industrial	\$14,825	\$32,705	\$47,530	+4%
2019	Commercial / Industrial	\$14,825	\$31,058	\$45,883	+14%
2018	Commercial / Industrial	\$14,825	\$25,600	\$40,425	
2017	Commercial / Industrial	\$14,825	\$25,600	\$40,425	+7%

Year	Class	Land	Improvements	Total	Change
2016	Commercial / Industrial	\$14,825	\$22,825	\$37,650	+4%
2015	Commercial / Industrial	\$14,825	\$21,425	\$36,250	
2014	Commercial / Industrial	\$14,825	\$21,425	\$36,250	-6%
2013	Commercial / Industrial	\$14,825	\$23,925	\$38,750	

2022 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$7.11
Totals:		\$0.00	\$0.00	\$7.11

Tax Billings

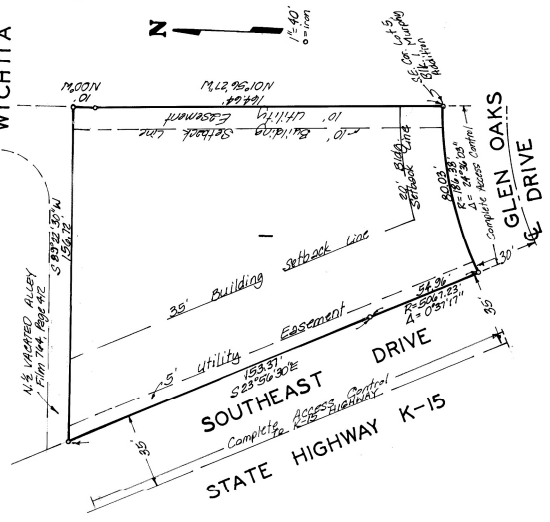
Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	115.114000	\$5,076.52	\$7.11	\$0.00	\$0.00	\$5,083.63	\$2,541.82	\$2,541.81
2021	116.142000	\$4,805.37	\$6.81	\$0.00	\$0.00	\$4,812.18	\$4,812.18	\$0.00
2020	116.599000	\$5,521.34	\$6.69	\$20.66	\$0.00	\$5,548.69	\$5,548.69	\$0.00
2019	116.788000	\$5,358.58	\$6.71	\$0.00	\$0.00	\$5,365.29	\$5,365.29	\$0.00
2018	117.213000	\$4,738.34	\$5.58	\$0.00	\$0.00	\$4,743.92	\$4,743.92	\$0.00
2017	117.294000	\$4,741.58	\$5.58	\$0.00	\$0.00	\$4,747.16	\$4,747.16	\$0.00
2016	117.201000	\$4,412.63	\$4.58	\$0.00	\$0.00	\$4,417.21	\$4,417.21	\$0.00
2015	119.845000	\$4,344.38	\$4.58	\$0.00	\$0.00	\$4,348.96	\$4,348.96	\$0.00
2014	117.365011	\$4,254.50	\$5.94	\$0.00	\$0.00	\$4,260.44	\$4,260.44	\$0.00
2013	120.600691	\$4,673.29	\$5.94	\$0.00	\$0.00	\$4,679.23	\$4,679.23	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0518 CITY OF WICHITA	32.762000
0602 USD 259	15.802000
0602 USD 259 SC	8.000000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	7.682000
Total: 115.114000	

RAINBO BAKING CO. CO. ADDITION

WICHITA, KANSAS



State of Kansas } ss. We, Baughman Company P.A., Surveyors in Sedgewick County and state do hereby certify that we have surveyed and plotted "RAINBO BAKING CO. ADDITION," Wichita, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed described as and being a replat of Lots 5 and 6, Block 1, Murphy Addition to Wichita, Sedgewick County, Kansas, and the south one-half of the varied alley as plotted in Fred E. Masteller Addition to Wichita adjacent to the north line of said Lot 6. The alley was located at Film 704, Page 412 but was retained as utility easement; however the easement is now being released by virtue of K.S.A. 12-512(b), being situated in the NW 1/4 of Sec. 3, Twp. 28-S, R-1-E of the 10th PM, Sedgewick County, Kansas.

5-12-86
Date
William L. Kornberger
Surveyor



that we, the undersigned, have caused the land described in the surveyors certificate to be platted into a lot to be known as "RAINBO BAKING CO. ADDITION" Wichita, Kansas. The utility easements are hereby granted as indicated to the construction and maintenance of all public utilities. All adverse rights of access to or from Glen Oaks Drive over and across the south line of Lot 1 are hereby granted to the City of Wichita, Kansas.

Rainbo Baking Company of Wichita

Gayland Wright, Vice President

Wichita Sedgewick County Metropolitan Area Planning Commission

Donna Raymont, Vice Chairman
Michael S. Gaudet, Secretary

This plat of "RAINBO BAKING CO. ADDITION," Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgewick County Metropolitan Area Planning Commission, Wichita, Kansas, dated this 12th day of JUNE, 1986.

State of Kansas } ss. The foregoing instrument was submitted before me this 12th day of May, 1986, by Gayland Wright, Vice President of Rainbo Baking Company of Wichita on behalf of the Company.

This plat approved and all dedications shown hereon accepted by the Board of Commissioners of the City of Wichita, Kansas, this 24th day of JUNE, 1986.

Donna Raymont, Mayor
Donald C. Wicks, City Clerk



My App. Exp. May 12, 1988
Mark A. Seery, Notary Public

Entered on transfer record this 22 day of September, 1986.

Don Wright, County Clerk

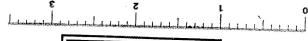
State of Kansas } ss. This is to certify that this plat of Rainbo Baking Company's ss. has been filed for record in the office of the Register of Deeds this 24th day of September, 1986, at 3 o'clock PM; and is duly recorded.

Ed Rees, Register of Deeds
Ed Rees, Deputy



This digital plat record accurately reproduces in all details the original plat filed with the Sedgewick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgewick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized version of original signature





Sedgwick County
Register of Deeds - Bill Mack
Doc. #/Flm-Pg: 29479383
Receipt #: 1908791
Pages Recorded: 3
Recording Fee: \$16.00

Cashier: Jholcomb
Date Recorded: 09/29/2014 11:55:43 AM

Authorized By: 



After Recording Return to:
2356 SE Partners LLC
1861 N. Rock Road, Suite 200
Wichita, KS 67206
Attn: Ted Timsah

SPECIAL WARRANTY DEED

This Indenture, made this 26th day of September, 2014, by and between BIMBO BAKERIES USA, INC., a Delaware corporation ("Grantor"), and 2356 SE PARTNERS LLC, a Kansas limited liability company ("Grantee").

Witnesseth, that Grantor in consideration of Ten Dollars (\$10.00) paid to Grantor by Grantee, and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does Sell and Convey unto Grantee and its successors and assigns all of Grantor's right, title and interest in the real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), SUBJECT TO covenants, restrictions, rights of way, encroachments, reservations, easements, agreements and other matters of fact or record, and general property taxes for the current tax fiscal year and subsequent tax fiscal years.

To Have and To Hold the same to and for the use of the said Grantee and its successors and assigns forever, and the Grantor, for its successors and assigns, hereby covenants and agrees that it will WARRANT SPECIALLY the property hereby conveyed against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, together with all hereditaments and appurtenances belonging thereto, subject to covenants, restrictions, rights of way, encroachments, reservations, easements, and other matters of fact or record; and general property taxes for the current tax fiscal year and subsequent tax fiscal years.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor hereunto set its hand the day and year first above written.

"GRANTOR"

BIMBO BAKERIES USA, INC.

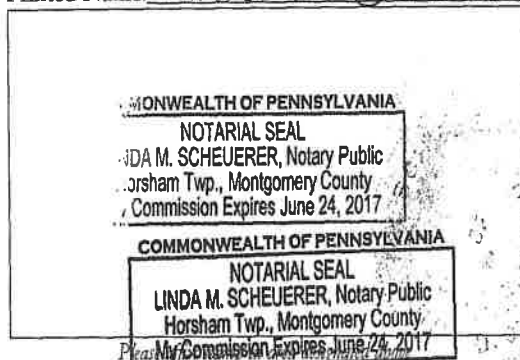
By: H. Darrell Miller
 Name: H. Darrell Miller
 Title: V.P., Controller & Treasurer

Commonwealth of Pennsylvania)
)ss.
 County of Montgomery)

On this 18th day of September, 2014, before me appeared H. Darrell Miller to me personally known, who, being by me duly sworn did say that he is the V.P., Controller & Treasurer of Bimbo Bakeries USA, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said H. Darrell Miller acknowledged instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Linda M. Scheuerer
 Notary Public
 Printed Name: Linda M. Scheuerer




29479383

EXHIBIT A

(legal description)

2536 Southeast Drive, Wichita, KS

Lot 1 Rainbo Baking Co. Addition to Wichita, Sedgwick County, Kansas.

 First American Title™	ALTA Commitment for Title Insurance
	<small>Issued By</small> 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

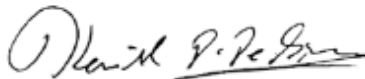
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

Issuing Agent: Security 1st Title



Security 1st Title

Joey Landes
727 N Waco Ave
Wichita, KS 67203
Ste 300
(316) 779-1942 (Work)
jlandes@security1st.com


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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 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:	Security 1st Title	Buyer:	A Legal Entity, To Be Determined
Issuing Office:		Title Contact:	Joey Landes
ALTA Universal ID:	1010831		727 N Waco Ave
Loan ID Number:			Wichita, KS 67203
Commitment No.:	C-JL3017196		Ste 300
Property Address:	2536 S. Southeast Dr.		(316) 779-1942 (Work)
	Wichita, KS 67216		jlandes@security1st.com

SCHEDULE A

1. Commitment Date:

02/14/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 06-17-06

Proposed Policy Amount: **\$1,000.00**

Proposed Insured: **A Legal Entity, To Be Determined**

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:

2356 SE Partners LLC, a Kansas limited liability company

5. The Land is described as follows:


Lot 1, Rainbo Baking Co. Addition, Sedgwick County, Kansas.

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 First American Title™	ALTA Commitment for Title Insurance
	<small>Issued By</small> First American Title Insurance Company
Schedule BI	

Commitment No.: C-JL3017196

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. **File a release of Mortgage dated NOVEMBER 10, 2021, recorded NOVEMBER 29, 2021, as Doc#/Flm-Pg: [30119197](#), made by 2356 SE Partners LLC, to The Bennington State Bank, in the amount of \$114,000.00.**
6. **File a release of the Assignment of Leases/Rents dated NOVEMBER 10, 2021, recorded NOVEMBER 29, 2021, as Doc#/Flm-Pg: [30119198](#), made by 2356 SE Partners LLC, to The Bennington State Bank**
7. **We have a copy of the Articles of Organization dated SEPTEMBER 11, 2014 and a copy of the Operating Agreement dated SEPTEMBER 11, 2014 of 2356 SE Partners LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**

Any instrument to be executed by 2356 SE Partners LLC, LLC must:

1. Be executed in the limited liability company name, and
2. Be signed by Talal Adnan Timsah, Manager.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.
8. **File a Warranty Deed from 2356 SE Partners LLC, a Kansas limited liability company to a Legal Entity, to be determined.**
9. **Furnish to the company the identity of the proposed insured and policy liability amount. We reserve the right to make any additional requirements or exceptions upon review.**

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.

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

10. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.


NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

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 First American Title™	ALTA Commitment for Title Insurance
	<small>Issued By</small> First American Title Insurance Company
Schedule BII	

Commitment No.: C-JL3017196

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, 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.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the fiscal year 2022 in the original amount of \$5,083.63.**

First Installment: \$2,541.82, Paid

Second Installment: \$2,541.81, due, not yet delinquent until after May 10, 2023

Property I.D. # C-45892

PIN # 00192860

8. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: Building setback lines, easements and access controls.**
9. **Covenants and restrictions contained in/on Misc. Book 342, Page [240](#) and Misc. Book 345, Page [49](#).**
10. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Film 811, Page [788](#).**
11. **Rights or claims of parties in possession not shown by the public records.**

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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) "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; and

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.
- (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.

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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™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

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. 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 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.

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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. 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>.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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

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

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
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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