

TITLE INSURANCE COMMITMENT  
Issued by

STEWART TITLE GUARANTY COMPANY

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections 1 and II of SCHEDULE B.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:  
  
Authorized Countersignature

The North Dakota Guaranty & Title Co.

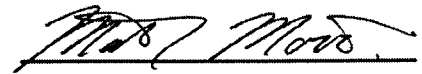
Company Name


Bismarck, ND

City, State

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary



Stewart Title Guaranty Company  
1980 Post Oak Blvd.  
Houston, TX 77056

**SCHEDULE A**

Title Officer: Chelsey Legg  
Escrow Officer:

File No.: B123666

1. Effective Date: September 21, 2015 at 07:00 AM

2. Policy or Policies to be issued:

a. Owner's Policy

Policy Amount:  
\$0.00

Proposed Insured:  
TBD

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Maurice F Wilder

5. The land referred to in the Commitment is described as follows:

Parcel 1:

All of Section 13, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 2:

The N $\frac{1}{2}$  of Section 24, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 3:

The SE $\frac{1}{4}$  of Section 23, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 4:

The S $\frac{1}{2}$  of Section 25, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 5:

The W $\frac{1}{2}$  of Section 26, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 6:

The E $\frac{1}{2}$  of Section 26, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 7: The N $\frac{1}{2}$ , SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 27, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 8: The S $\frac{1}{2}$  of Section 36, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 9: The NE $\frac{1}{4}$  of Section 36, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 10:

The SW¼ of Section 35, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 11: The NW¼ of Section 35, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 12:

The NE¼ of Section 35, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota.

Parcel 13:

The SE¼ of Section 31, Township 129 North, Range 80 West of the 5th P.M., Sioux County, North Dakota.

Parcel 14:

The SE¼ of Section 32, Township 129 North, Range 80 West of the 5th P.M., Sioux County, North Dakota.

Parcel 15:

The N½ of Section 32, Township 129 North, Range 80 West of the 5th P.M., Sioux County, North Dakota.

Parcel 16:

The N½ and SE¼ of Section 33, Township 129 North, Range 80 West of the 5th P.M., Sioux County, North Dakota.

## **SCHEDULE B - SECTION I REQUIREMENTS**

The following requirements must be met:

1. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
2. If the property is the homestead of the record title owner, the spouse **MUST JOIN IN THE EXECUTION OF THE MORTGAGE**. (If it is not homestead property and the spouse does not want to join in the execution an **AFFIDAVIT OF NON-HOMESTEAD MUST BE EXECUTED AND RECORDED**). **MARITAL STATUS OF THE MORTGAGOR MUST BE DISCLOSED ON THE MORTGAGE DOCUMENT**.
3. **IF THE BORROWERS ARE HUSBAND AND WIFE, THE WORDS "HUSBAND AND WIFE" MUST APPEAR IN THE MORTGAGOR NAME OR IN THE NOTARY SECTION IF BORROWERS ARE SINGLE, THE WORDS "A SINGLE PERSON" MUST APPEAR IN THE MORTGAGOR NAME.**
4. **RECORDING REQUIREMENTS:**  
Effective July 1, 2001 every document to be recorded must contain a 1 inch top, bottom or side margin on each page of the document. If the margin requirement for each page is not met, an additional charge of \$10.00 will be assessed for the total cost of recording the document.  
  
Effective January 1, 2014 every document to be recorded must have a font size of 10 or larger, this includes any attachment or exhibits. Anything having a smaller font size will be rejected by the County Recorder's Office.
5. Signed and notarized Sellers/Owners Affidavit and Purchasers Affidavit (if applicable) must be returned to our office before a Final Policy can be issued.

The following is the most recent deed or transfer affecting said land:

Parcel 1:

Warranty Deed dated 01/16/1996, filed 01/30/1996, recorded in Book 16 Deeds, Pg 47 as Doc. No. 37577, executed by Larry L Kelsch and June J Kelsch, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 2:

Warranty Deed dated 01/16/1996, filed 01/30/1996, recorded in Book 16 Deeds, Pg 47 as Doc. No. 37577, executed by Larry L Kelsch and June J Kelsch, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 3:

Warranty Deed dated 11/03/1995, filed 01/04/1996, recorded in Book 16 Deeds, Pg 41 as Doc. No. 37559, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and Lavern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 4:

Warranty Deed dated 11/03/1995, filed 02/14/1996, recorded in Book 16 Deeds, Pg 58 as Doc. No. 37591, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and LaVern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 5:

Warranty Deed dated 11/03/1995, filed 01/04/1996, recorded in Book 16 Deeds, Pg 41 as Doc. No. 37559, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and Lavern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 6:

Warranty Deed dated 11/03/1995, filed 01/04/1996, recorded in Book 16 Deeds, Pg 41 as Doc. No. 37559, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and Lavern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 7:

Warranty Deed dated 11/03/1995, filed 01/04/1996, recorded in Book 16 Deeds, Pg 41 as Doc. No. 37559, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and Lavern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 8:

Warranty Deed dated 11/03/1995, filed 02/14/1996, recorded in Book 16 Deeds, Pg 58 as Doc. No. 37591, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and LaVern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 9:

Warranty Deed dated 11/03/1995, filed 01/04/1996, recorded in Book 16 Deeds, Pg 41 as Doc. No. 37559, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and Lavern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 10:

Warranty Deed dated 11/03/1995, filed 02/14/1996, recorded in Book 16 Deeds, Pg 58 as Doc. No. 37591, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and LaVern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 11:

Warranty Deed dated 11/03/1995, filed 02/14/1996, recorded in Book 16 Deeds, Pg 58 as Doc. No. 37591, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and LaVern R Hepper, husband and wife, grantor(s) to Maurice F Wilder, grantee(s).

Parcel 12:

Warranty Deed dated 11/03/1995, filed 02/14/1996, recorded in Book 16 Deeds, Pg 58 as Doc. No. 37591, executed by Adolph Hepper, aka Adolph E Hepper and Lavern Hepper, aka Laverne Hepper and

Taxes for the Year 2014 were \$254.83  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00362000 (NW¼ 24-129-82)  
\*\*\*\*\*

Parcel 3:  
Taxes for the Year 2014 were \$272.69  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00360000 (SE¼ 23-129-82)  
\*\*\*\*\*

Parcel 4:  
Taxes for the Year 2014 were \$371.60  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00367000 (SW¼ 25-129-82)

Taxes for the Year 2014 were \$280.68  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00368000 (SE¼ 25-129-82)  
\*\*\*\*\*

Parcel 5:  
Taxes for the Year 2014 were \$261.97  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00370000 (NW¼ 26-129-82)

Taxes for the Year 2014 were \$261.97  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00371000 (SW¼ 26-126-82)  
\*\*\*\*\*

Parcel 6:  
Taxes for the Year 2014 were \$251.29  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00369000 (NE¼ 26-129-82)

Taxes for the Year 2014 were \$281.58  
Special Assessments for the Year 2014 were \$0.00  
Tax Assessment Number: 00372000 (SE¼ 26-129-82)  
\*\*\*\*\*

Parcel 7:  
Taxes for the Year 2014 were \$232.57

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00373000 (NE¼ 27-129-82)

Taxes for the Year 2014 were \$269.98

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00374000 (NW¼ 27-129-82)

Taxes for the Year 2014 were \$207.62

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00375000 (N½SW¼, SE¼SW¼ 27-129-82)

Taxes for the Year 2014 were \$238.81

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00376000 (SE¼ 27-129-82)

\*\*\*\*\*

Parcel 8:

Taxes for the Year 2014 were \$346.66

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00398000 (SW¼ 36-129-82)

Taxes for the Year 2014 were \$339.49

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00399000 (SE¼ 36-129-82)

\*\*\*\*\*

Parcel 9:

Taxes for the Year 2014 were \$280.68

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00397000 (NE¼ 36-129-82)

\*\*\*\*\*

Parcel 10:

Taxes for the Year 2014 were \$286.04

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00396000 (SW¼ 35-129-82)

\*\*\*\*\*

Parcel 11:

Taxes for the Year 2014 were 290.51

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00395000 (NW¼ 35-129-82)

\*\*\*\*\*

Parcel 12:

Taxes for the Year 2014 were \$295.84

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00394000 (NE¼ 35-129-82)

\*\*\*\*\*

Parcel 13:

Taxes for the Year 2014 were \$330.30

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00173000 (SE¼ 31-129-80)

\*\*\*\*\*

Parcel 14:

Taxes for the Year 2014 were \$238.81

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00176000 (SE¼ 32-129-80)

\*\*\*\*\*

Parcel 15:

Taxes for the Year 2014 were \$216.87

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00174000 (NE¼ 32-129-80)

Taxes for the Year 2014 were \$293.72

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00175000 (NW¼ 32-129-80)

\*\*\*\*\*

Parcel 16:

Taxes for the Year 2014 were \$233.32

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00177000 (NE¼ 33-129-80)

Taxes for the Year 2014 were \$233.32

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00178000 (NW¼ 33-129-80)

Taxes for the Year 2014 were \$247.06

Special Assessments for the Year 2014 were \$0.00

Tax Assessment Number: 00179000 (SE¼ 33-129-80)

Taxes for the year 2015 are due and payable on January 1, 2016 and become delinquent on March 1, 2016. There is a 5% discount if paid before February 15, 2016.

**END OF SCHEDULE B - SECTION I**



## SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any; created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. No coverage is provided for municipal code compliance matters and fees, including, but not limited to utilities, water, or sewer services or fees for tree, weeds, grass, and snow or garbage removal, police boarding, demolition and zoning.
7. Parcel 1:
8. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
9. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
10. Reservations and exceptions as contained in United States Patent to William Gayton for the NE¼ of Section 13, Township 129, Range 82, Sioux County, North Dakota, dated July 11, 1910, filed June 27, 1911, recorded in Book A of Deeds, Pg 87. See instrument for full particulars.
11. Reservations and exceptions as contained in United States Patent to Wendelin Volk for the S½ of Section 13, Township 129, Range 82, Sioux County, North Dakota, dated January 16, 1925, filed February 7, 1925, recorded in Book C of Deeds, Pg 168. See instrument for full particulars.
12. Reservations and exceptions as contained in United States Patent to Wendelin Volk and Rose Volk for the NW¼ of Section 13, Township 129, Range 82, Sioux County, North Dakota, dated June 21, 1957, filed July 17, 1957, recorded in Book M of Deeds, Pg 104. See instrument for full particulars.

13. Reservations as contained in Warranty Deed dated December 24, 1980, filed December 24, 1980, recorded in Book 13 of Deeds, Pg 153 as Doc. No. 32945, executed by Lawrence Kelsch and Eva Kelsch, husband and wife, to Larry L Kelsch and June J Kelsch, granting all of Section 13 and additional lands, Township 129 North, Range 82 West, Sioux County, North Dakota, seller hereby reserving and excepting any and all oil, gas, and other minerals presently owned by them, with the right of ingress and egress at all times for the purpose of developing same. See instrument for full particulars.
14. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
15. Parcel 2:
16. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
17. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
18. Reservations and exceptions as contained in United States Patent to Cassius T Barton for the NE $\frac{1}{4}$  of Section 24, Township 129 North, Range 82 West, Sioux County, North Dakota, dated July 12, 1920, filed July 21, 1920, recorded in Book B of Deeds, Pg 368. See instrument for full particulars.
19. United States of America Patent to Edgar Warner, also known as Edgar L. Warner, heir of William Warner, for the NW $\frac{1}{4}$  of Section 24, Township 129 North, Range 82 West, Sioux County, North Dakota, dated December 5, 1952, filed July 7, 1953, recorded in Book K of Deeds, Pg 366. See instrument for full particulars.
20. Reservations as contained in Warranty Deed dated December 24, 1980, filed December 24, 1980, recorded in Book 13 of Deeds, Pg 153 as Doc. No. 32945, executed by Lawrence Kelsch and Eva Kelsch, husband and wife, to Larry L Kelsch and June J Kelsch, granting all of Section 13 and additional lands, Township 129 North, Range 82 West, Sioux County, North Dakota, seller hereby reserving and excepting any and all oil, gas, and other minerals presently owned by them, with the right of ingress and egress at all times for the purpose of developing same. See instrument for full particulars.
21. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
22. Parcel 3:
23. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
24. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
25. United States of America Patent to Charles A Patterson for the E $\frac{1}{2}$  of Section 23, Township 129 North, Range 82 West of the 5th P.M., Sioux County, North Dakota, dated February 26, 1912, filed April 12, 1912, recorded in Book A of Deeds, Pg 100. See instrument for full particulars.

26. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
27. Parcel 4:
28. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
29. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
30. United States of America Patent to George Hettich for the SW¼ of Section 25, Township 129 North, Range 82 West, Sioux County, North Dakota, dated November 24, 1928, filed October 26, 1929, recorded in Book D of Deeds, Pg 73. See instrument for full particulars.
31. United States of America Patent to George Hettich for the SE¼ of Section 25, Township 129 North, Range 82 West, Sioux County, North Dakota, dated November 24, 1928, filed October 26, 1929, recorded in Book D of Deeds, Pg 74. See instrument for full particulars.
32. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
33. Parcel 5:
34. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
35. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
36. Reservations and exceptions as contained in United States of America Patent to Heirs of Mary Goose for the W½ of Section 26, Township 129 North, Range 82 West, Sioux County, North Dakota, dated January 19, 1949, filed February 25, 1949, recorded in Book H of Deeds, Pg 210. See instrument for full particulars.
37. Reservations and exceptions as contained in Special Warranty Deed dated January 18, 1991, filed April 11, 1991, recorded in Book 14 Deeds, Pg 727, executed by Ronald Waliser, George Waliser, Betty Waliser, Anthony Waliser, Diane Waliser, Michael Waliser, and Helen Holzer, to Adolph Hepper and Lavern Hepper, subject to prior reservations, conveyances, easement and public rights of way of record; and excepting and reserving therefrom unto the Grantors, all minerals, mining and subsurface interests, including oil, gas, coal and other minerals or subsurface interests of any type or nature, including the right of ingress and egress for the purpose of exploration and development of such mineral resources. See instrument for full particulars.
- 38.

38. Reservations and exceptions as contained in Special Warranty Deed dated January 18, 1991, filed April 11, 1991, recorded in Book 14 Deeds, Pg 729, executed by Ann Hoon, James Waliser, and Patricia Thinnies, to Adolph Hepper and Lavern Hepper, subject to prior reservations, conveyances, easement and public rights of way of record; and excepting and reserving therefrom unto the Grantors, all minerals, mining and subsurface interests, including oil, gas, coal and other minerals or subsurface interests of any type or nature, including the right of ingress and egress for the purpose of exploration and development of such mineral resources. See instrument for full particulars.
39. Reservations and exceptions as contained in Special Warranty Deed dated January 22, 1991, filed April 11, 1991, recorded in Book 14 Deeds, Pg 731, executed by Mary Vollmuth, Joseph Waliser, and John Waliser to Adolph Hepper and Lavern Hepper, subject to prior reservations, conveyances, easement and public rights of way of record; and excepting and reserving therefrom unto the Grantors, all minerals, mining and subsurface interests, including oil, gas, coal and other minerals or subsurface interests of any type or nature, including the right of ingress and egress for the purpose of exploration and development of such mineral resources. See instrument for full particulars.
40. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
41. Parcel 6:
42. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
43. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
44. Reservations and exceptions as contained in United States of America Patent to Olmstead Adams for the SE $\frac{1}{4}$  of Section 26, Township 129 North, Range 82 West, Sioux County, North Dakota, dated November 17, 1919, filed November 23, 1934, recorded in Book D of Deeds, Pg 433. See instrument for full particulars.
45. Reservations and exceptions as contained in United States of America Patent to Lewis M Daerschlag for the NE $\frac{1}{4}$  of Section 26, Township 129 North, Range 82 West, Sioux County, North Dakota, dated November 17, 1919, filed November 23, 1934, recorded in Book D of Deeds, Pg 433. See instrument for full particulars.
46. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
47. Parcel 7:
48. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
49. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03

50. Reservations and exceptions as contained in United States of America Patent to Lewis S Burgess for the NE¼ of Section 27, Township 129 North, Range 82 West, Sioux County, North Dakota, dated August 13, 1920, filed January 7, 1922, recorded in Book B of Deeds, Pg 538. See instrument for full particulars.
51. Reservations as contained in County Deed dated October 26, 1948, filed December 18, 1948, recorded in Book H of Deeds, Pg 180, executed by Sioux County, North Dakota, to Michael Waliser and Martina Waliser, reserving unto the first party the ownership of 50% of all oil, natural gas or minerals which may be found on or underlying said land. See instrument for full particulars.
52. Reservations and exceptions as contained in United States of America Patent to Elma Straw, assignee of A.L. Straw for the S½ and NW¼ of Section 27, Township 129 North, Range 82 West, Sioux County, North Dakota, dated June 3, 1931, filed June 20, 1934, recorded in Book D of Deeds, Pg 407. See instrument for full particulars.
53. Reservations as contained in Quit Claim Deed dated July 24, 1941, filed December 4, 1944, recorded in Book E of Deeds, Pg 336, executed by Federal Farm Mortgage Corporation, by the Federal Land Bank of Saint Paul, its Attorney in Fact, to J. A. Nagel, excepting and reserving unto the grantor and its successors and assigns 50% of all rights in any oil, gas and other minerals on or under the foregoing described land, with such easement for ingress, egress and use of surface as may be incidental or necessary to use of such rights. See instrument for full particulars.
54. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
55. Parcel 8:
56. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
57. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
58. Reservations and exceptions as contained in United States of America Patent to C.W McGray and Krist Kjelstrup for the SE¼ of Section 36, Township 129 North, Range 82 West, Sioux County, North Dakota, dated August 13, 1920, filed October 1, 1920, recorded in Book B of Deeds, Pg 395. See instrument for full particulars.
59. Reservations and exceptions as contained in United States of America Patent to C.W McGray and Krist Kjelstrup for the SW¼ of Section 36, Township 129 North, Range 82 West, Sioux County, North Dakota, dated August 13, 1920, filed October 1, 1920, recorded in Book B of Deeds, Pg 395. See instrument for full particulars.
60. Reservations as contained in Warranty Deed dated July 30, 1962, filed December 17, 1962, recorded in Book P of Deeds, Pg 217, executed by Lena Gorder and Elmer Gorder, her husband; Rudolph Reinhold Hettich and Henrietta Hettich, his wife; Walter Edward Hettich and Ella Hettich his wife; Paul George Hettich and Helen Hettich, his wife; Oscar Milbert Hettich and Emma Hettich, his wife; Ida Gimbel and Theophil Gimbel, her husband; Alma Rabern and Donald Rabern, her husband; Roy Allen Hettich and Mildred Hettich, his wife; Lester Lawrence Hettich and Barbara Hettich, his wife; Ruth Lorraine Hand and Jerome Hand, her husband; and Gerald Dean Roger Hettich and Sharon Hettich, his wife, to A.W. Huebsch, Jr., and A.F. Stanley, reserving an undivided ½ interest in all the oil, gas and other minerals in and under said land and subject to railroad right of ways of record. See instrument for full particulars.

61. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
62. Parcel 9:
63. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
64. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
65. Reservations and exceptions as contained in United States of America Patent to Mike Waliser for the NE¼ of Section 36, Township 129 North, Range 82 West, Sioux County, North Dakota, dated March 7, 1963, filed May 20, 1963, recorded in Book P of Deeds, Pg 280. See instrument for full particulars.
66. Reservations as contained in Warranty Deed dated August 27, 1981, filed August 28, 1981, recorded in Book 13 of Deeds, Pg 202, executed by Joe J Waliser and Carol Waliser, husband and wife; James R Waliser and Diane Waliser, husband and wife; Anthony R Waliser, a single person, Joseph Hoon Jr and Ann M Hoon, husband and wife; Michael Waliser, Jr., a single person; Betty Waliser, a single person; and Robert J Waliser and Sandra L Waliser, husband and wife, to Robert J Waliser and Sandra L Waliser; reserving unto seller all oil, gas, coal, sand, gravel, uranium, chemical substances, metallic ores, and other minerals now owned by seller of record. See instrument for full particulars.
67. Reservations and exceptions as contained in Warranty Deed dated July 24, 1981, filed August 27, 1981, recorded in Book 13 Deed, Pg 203, executed by George F Waliser, a single person; Helen L Holzer, a widow; Ronald R Waliser and Karen Waliser, husband and wife; Richard Vollmuth and Mary Rose Vollmuth, husband and wife; Diane R Waliser, a single person; John L Waliser and Gail Waliser, husband and wife; John Thinnes and Patricia J Thinnes, husband and wife, to Robert J Waliser and Sandra L Waliser, reserving unto the seller all oil, gas, coal, sand, gravel, uranium, chemical substances, metallic ores, and other minerals now owned by seller of record. See instrument for full particulars.
68. Reservations as contained in Quit Claim Deed dated May 15, 1991, filed May 21, 1991, recorded in Book 14 of Deeds, Pg 759, executed by Commissioner of University and School Lands, an agent for the State Treasurer, Trustee for the State of North Dakota, reserving 50% of all oil, gas and other minerals including but not limited to coal, cement materials, sodium sulphate, sand, road material, building stone, chemical substances, metallic ores, uranium ores, gravel, colloidal and other clays and scoria, whether on or below said land. See instrument for full particulars.
69. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
70. Parcel 10:
71. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
72. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03

73. Reservations and exceptions as contained in United States of America Patent to Luke Chase Alone for the SW¼ of Section 35, Township 129 North, Range 82 West, Sioux County, North Dakota, dated November 27, 1914, filed February 2, 1915, recorded in Book A of Deeds, Pg 319. See instrument for full particulars.
74. Reservations as contained in Warranty Deed dated September 12, 1988, filed August 22, 1988, recorded in Book 15 Deeds, Pg 549, executed by A. F Stanley, Jr. aka A.F. Stanley and Weetona Lafawn Stanley, husband and wife, to Adolph Hepper and Lavern Hepper, subject to reservations in state and federal patents, subject to easements of record or by prescription, excepting railroad rights of way, excepting all gas, oils, and minerals and other reservations of record and reserving in grantors and undivided ½ in all gas, coal, oils and minerals owed by grantors and including on the premises all fences, buildings and other improvements. See instrument for full particulars.
75. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
76. Parcel 11:
77. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
78. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
79. Reservations as contained in Warranty Deed dated September 12, 1988, filed August 22, 1988, recorded in Book 15 Deeds, Pg 549, executed by A. F Stanley, Jr. aka A.F. Stanley and Weetona Lafawn Stanley, husband and wife, to Adolph Hepper and Lavern Hepper, subject to reservations in state and federal patents, subject to easements of record or by prescription, excepting railroad rights of way, excepting all gas, oils, and minerals and other reservations of record and reserving in grantors and undivided ½ in all gas, coal, oils and minerals owed by grantors and including on the premises all fences, buildings and other improvements. See instrument for full particulars.
80. Reservations and exceptions as contained in State of North Dakota Patent to A. F. Stanley, Jr. dated November 12, 1980, filed November 27, 1995, recorded in Book 16 of Deeds, Pg 12. See instrument for full particulars.
81. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
82. Parcel 12:
83. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
84. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03

85. Reservations and Exceptions as contained in United States of America to Martin Pretty Feather and Annie Pretty Feather, heirs of Jeremiah Pretty Feather for the NE¼ of Section 35, Township 129 North, Range 82 West, Sioux County, North Dakota, dated July 12, 1920, filed August 7, 1920, recorded in Book B of Deeds, pg 370. See instrument for full particulars.
86. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
87. Parcel 13:
88. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
89. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
90. Reservations and exceptions as contained in United States of America Patent to Christ Quenzer for the SE¼ of Section 31, Township 129 North, Range 80 West, Sioux County, North Dakota, dated April 23, 1929, filed September 7, 1929, recorded in Book D of Deeds, Pg 63. See instrument for full particulars.
91. Reservations as contained in Warranty Deed dated May 7, 1973, filed May 21, 1973, recorded in Book R of Deeds, Pg 355, executed by Milton Schott and Claudette Schott, his wife, to Adolph Hepper and Lavern Hepper, subject to patent reservations, excepting gas, oils, and minerals previously reserved or excepted. See instrument for full particulars.
92. Parcel 14:
93. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
94. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
95. Reservations and exceptions as contained in United States Patent to H. S. Solenberger for the SE¼ of Section 32, Township 129, Range 80, Sioux County, North Dakota, dated July 12, 1920, filed November 4, 1920, recorded in Book B of Deeds, Pg 408. See instrument for full particulars.
96. Reservations as contained in Warranty Deed dated October 20, 1940, filed December 9, 1940, recorded in Book B of Deeds, Pg 423, executed by H. S. Solenberger and Anna Solenberger, his wife, to Johann J Fischer, granting the SE¼ of Section 32, Township 129, Range 80, Sioux County, reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. See instrument for full particulars.
97. Reservations as contained in Warranty Deed dated May 7, 1973, filed May 21, 1973, recorded in Book R of Deeds, pg 355, executed by Milton Schott and Claudette Schott, his wife, to Adolph Hepper and Lavern Hepper, subject to patent reservations, excepting gas, oils, and minerals previously recorded or excepted. See instrument for full particulars.



98. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
99. Parcel 15:
100. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
101. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
102. Reservations and exceptions as contained in United States of America Patent to Christian Quenzer for the N½ of Section 32, Township 129 North, Range 80 West, Sioux County, North Dakota, dated March 23, 1923, filed February 25, 1924, recorded in Book C of Deeds, Pg 89. See instrument for full particulars.
103. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.
104. Parcel 16:
105. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal, gravel, clay and scoria or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas, gravel, clay and scoria and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature.
106. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03
107. Reservations and exceptions as contained in United States of America Patent to Jacob Quenzer, Junior for the NW¼ of Section 33, Township 129 North, Range 80 West, Sioux County, North Dakota, dated March 15, 1926, filed April 1, 1926, recorded in Book C of Deeds, Pg 326. See instrument for full particulars.
108. Reservations and exceptions as contained in United States of America Patent to Roy C Kinsey for the SE¼ of Section 33, Township 129 North, Range 80 West, Sioux County, North Dakota, dated February 27, 1926, filed December 28, 1928, recorded in Book C of Deeds, Pg 639. See instrument for full particulars.
109. Reservations and exceptions as contained in United States of America Patent to Ada Mary Halsey for the NE¼ of Section 33, Township 129 North, Range 80 West, Sioux County, North Dakota, dated October 14, 1959, filed November 23, 1959, recorded in Book M of Deeds, Pg 471. See instrument for full particulars.
110. Memorandum of Easement Agreement dated March 31, 2006, filed September 7, 2006, recorded in Book 13 Misc., Pg 1-5 as Doc. No. 40359, executed between Wilder Corporation and Distributed Generation Systems, Inc. See instrument for full particulars.

## END OF SCHEDULE B - SECTION II

## CONDITIONS

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting you title according to the state statutes where your land is located.

### 2. LATER DEFECTS

the Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Section B – Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with out written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more then the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy from to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES 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 the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), 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 the Stewart Title Companies, 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. <i>Our affiliates may include companies with a Stewart name: financial companies, such as Stewart Title Company</i>	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 do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies 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 do the Stewart Title Companies 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.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: \_\_\_\_\_

## PRIVACY POLICY NOTICE

North Dakota Guaranty and Title Co., also doing business as:  
Mandan Guaranty and Title Company, Dickinson Guaranty and Title Company  
Minot Guaranty and Escrow Company, McKenzie County Guaranty and Title, Grand Forks Abstract and  
Title Co., Pennington County Abstract and Title LLC, and Strander Abstract and Title LLC

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with GLBA we are providing you with this document, which notifies you of the privacy policies and practices of **The North Dakota Guaranty and Title Co., also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, and Strander Abstract and Title LLC.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms;
- Information about your transactions we secure from our files, or from The North Dakota Guaranty and Title Co., also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, and Strander Abstract and Title LLC or others;
- Information we received from a consumer-reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.