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Recorded in Platte County, Missouri



Recording Date/Time: 02/27/2025 at 09:33:19 AM

Book: 1415 Page: 800

Instr #: 2025001686  
Pages: 3  
Fee: \$27.00 E 20250001541

OLSSON



Christopher L. Wright  
Recorder of Deeds

# PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

## EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per  
compliance with State law under Exempt Status.  
RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach



## Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #: 220280**

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## ORDINANCE NO. 220280

Approving the plat of Congress Corporate Center Fifth Plat, an addition in Platte County, Missouri, on approximately 15.2 acres generally located on the west side of N. Congress Avenue between I-435 to the north and N.W. 112th Street to the south, creating 1 lot for the purpose of a 1 lot commercial subdivision; accepting various easements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-000052)

## BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Congress Corporate Center Fifth Plat, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

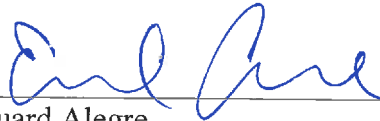
File #: 220280

Section 3. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 4. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.

Section 5. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on December 21, 2021


Approved as to form and legality:



Eluard Alegre  
Associate City Attorney


This is to certify that General Taxes for 2024, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By   
Dated February 6, 2025



Authenticated as Passed

  
Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

APR 14 2022

Date Passed

Recorded in Platte County, Missouri



Recording Date/Time: 02/27/2025 at 09:33:19 AM

Book: 1415 Page: 801

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Christopher L. Wright  
Recorder of Deeds

OLSSON

## PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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Christopher L. Wright

Recorder of Deeds

415 Third St., Suite 70

Platte City, MO 64079

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**SUBORDINATION OF EASEMENT AND RELOCATION  
AGREEMENT**

THIS INDENTURE, made this 8th day of January 2025, between EVERGY MISSOURI WEST, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY GREATER MISSOURI OPERATIONS (GMO) (Grantor), GLOBAL MAIL INC. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Platte County, Missouri, in Document No. 2023003263, Book 1391 at Page 490, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH CONGRESS AVENUE, said street right of way being dedicated as part of the plat of *CONGRESS CORPORATE CENTER FIFTH PLAT*, a subdivision in Kansas City, Platte County, Missouri;

WHEREAS, The Developer, desires to have dedicated for public use a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as NORTH CONGRESS AVENUE, as illustrated in the exhibits labeled Exhibit A and Exhibit B, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit C

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Evergy hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before April 14, 2026 in the Office of the Recorder of Deeds in Platte County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

**SIGNATURES ON FOLLOWING PAGES**



**GLOBAL MAIL INC.**

I hereby certify that I have authority to execute this document on behalf of Developer.

Name: Bettina Staffa

By: [Signature]

Title: CEO

Date: Nov. 26, 2024

- Check one:
- Sole Proprietor
  - Partnership
  - Corporation
  - Limited Liability Company (LLC)

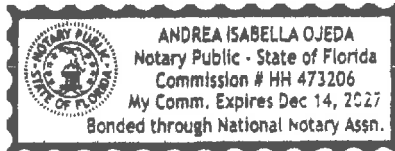
**ACKNOWLEDGEMENT**

State of Florida )  
 ) Ss:  
 County of Broward )

On this 26 day of November, 2024, before me personally appeared \_\_\_\_\_  
Bettina Staffa, to me known to be the person(s) described in and who  
 executed the foregoing instrument, and acknowledged that he/she executed the same as the  
 free act and deed of said Developer.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year  
 in this certificate above written.

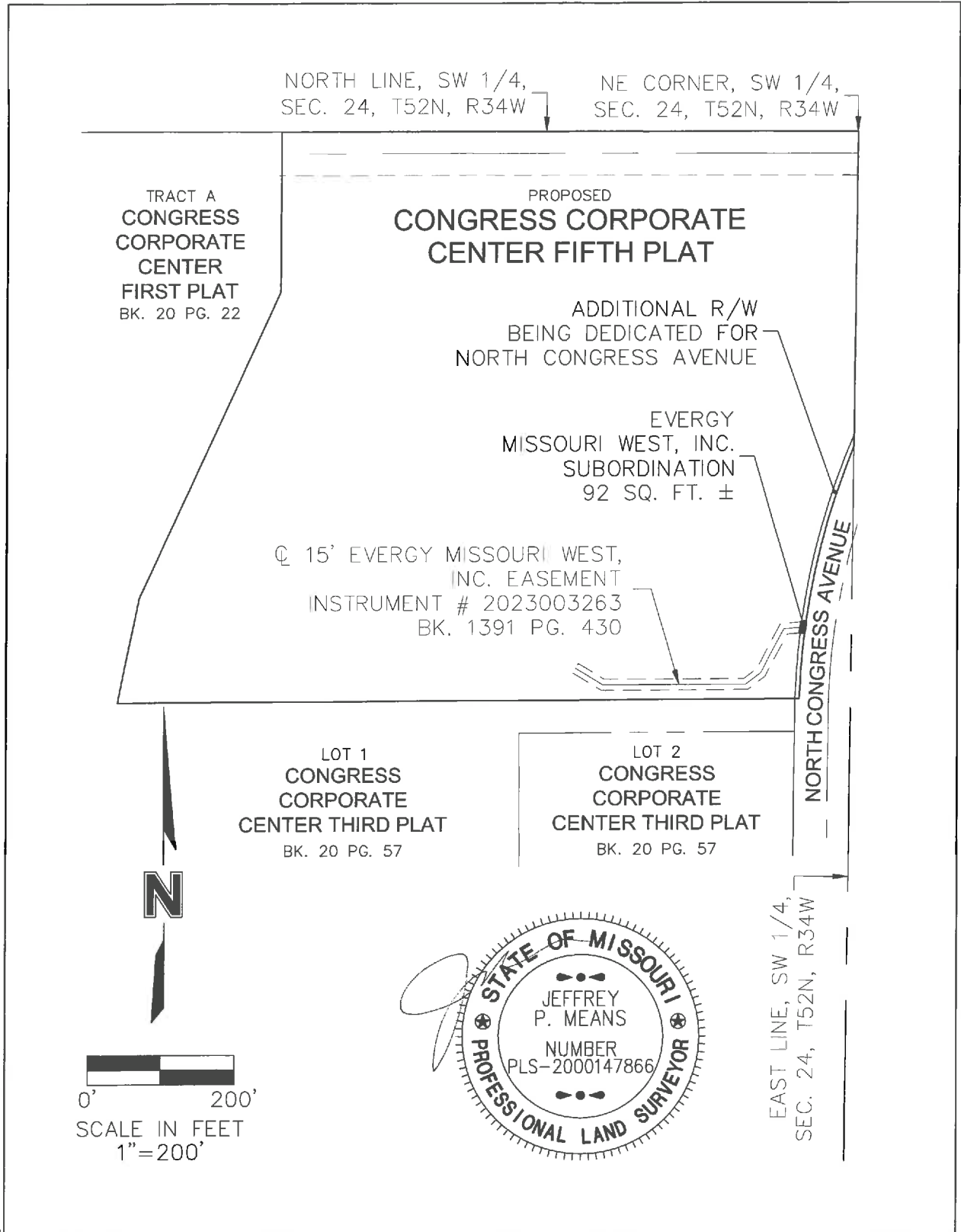
My Commission Expires: Dec 14 2027 \_\_\_\_\_  
Andrea Ojeda Notary Public






# EXHIBIT A

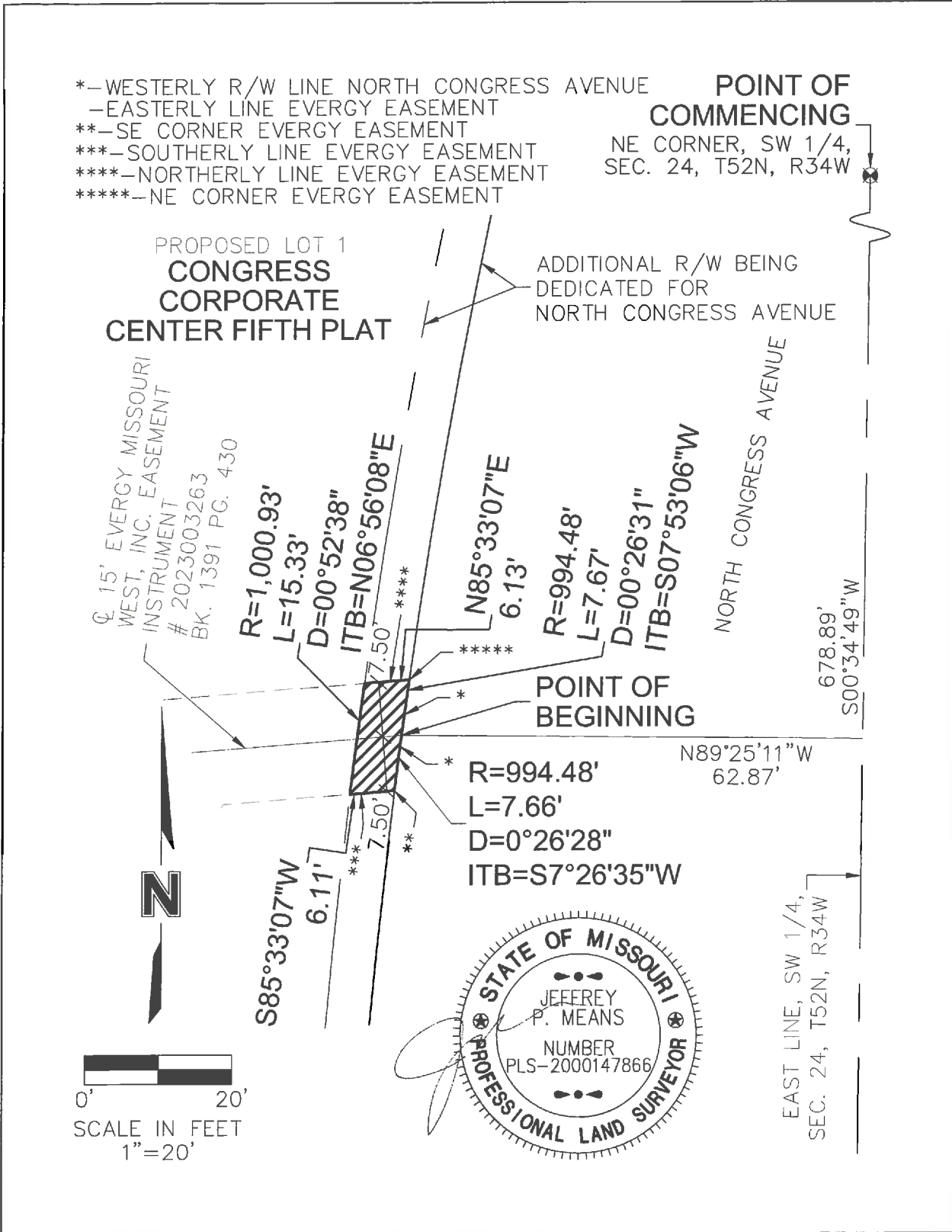
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 DATE: May 09, 2024 9:13am  
 USER: nwilloughby



PROJECT NO: B17-0654	EVERGY EASEMENT SUBORDINATION OVERALL EXHIBIT	 1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT	
DRAWN BY: NRW	CONGRESS CORPORATE CENTER FIFTH PLAT		Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592	1 of 3
DATE: 2024-05-09	SW 1/4 SEC. 24, T52N, R34W KANSAS CITY, PLATTE COUNTY, MISSOURI			

# EXHIBIT B

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 DATE: May 09, 2024 9:14am  
 USER: nwilloughby



PROJECT NO: B17-0654	EVERGY EASEMENT SUBORDINATION EXHIBIT	1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT
DRAWN BY: NRW	CONGRESS CORPORATE CENTER FIFTH PLAT		2 of 3
DATE: 2024-05-09	SW 1/4 SEC. 24, T52N, R34W KANSAS CITY, PLATTE COUNTY, MISSOURI		

# EXHIBIT C

USER: nwilloughby

DWG: F:\2017\0501-1000\017-0654-B\40-Design\Survey\SRV\Sheets\Evergry Subordination\B17-0654 Evergry Subordination 1.dwg  
 DATE: May 09, 2024 9:16am

CONGRESS CORPORATE CENTER FIFTH PLAT  
 OLSSON PROJECT NO. B17-0654  
 OLSSON BILLING NO. B21-05673  
 EVERGY MISSOURI WEST, INC. SUBORDINATION  
 MAY 9, 2024

SUBORDINATION OF A PORTION OF CENTERLINE 15 FEET WIDE EVERGY MISSOURI WEST, INC. EASEMENT RECORDED APRIL 6, 2023 AS INSTRUMENT NUMBER 2023003263 IN BOOK 1391 AT PAGE 490 IN THE OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY, MISSOURI

EASEMENT SUBORDINATION DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, PLATTE COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JEFFREY P. MEANS P.L.S. 2000147866, AS AN EASEMENT SUBORDINATION AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°34'49" WEST, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 678.89 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°25'11" WEST, 62.87 FEET TO THE CENTERLINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT, ALSO BEING A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH CONGRESS AVENUE, AS NOW ESTABLISHED, ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED: THENCE SOUTHERLY, ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, ALSO BEING THE EASTERLY LINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT, ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 07°26'35" WEST WITH A RADIUS OF 994.48 FEET, A CENTRAL ANGLE OF 00°26'28" AND AN ARC DISTANCE OF 7.66 FEET TO THE SOUTHEAST CORNER OF SAID EVERGY MISSOURI WEST, INC. EASEMENT; THENCE LEAVING SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, ON A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°33'07" WEST, BEING 7.50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE EVERGY MISSOURI WEST, INC. EASEMENT ON THE SOUTHERLY LINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT A DISTANCE OF 6.11 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTHERLY ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 06°56'08" EAST WITH A RADIUS OF 1,000.93 FEET, A CENTRAL ANGLE OF 00°52'38" AND AN ARC DISTANCE OF 15.33 FEET TO A POINT ON THE NORTHERLY LINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT; THENCE ON A LINE NON-TANGENT TO SAID CURVE, NORTH 85°33'07" EAST, BEING 7.50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE EVERGY MISSOURI WEST, INC. EASEMENT ON SAID NORTHERLY LINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT A DISTANCE OF 6.13 FEET TO SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTHEAST CORNER OF SAID EVERGY MISSOURI WEST, INC. EASEMENT; THENCE SOUTHERLY, ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, SAID EASTERLY LINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 07°53'06" WEST WITH A RADIUS OF 994.48 FEET, A CENTRAL ANGLE OF 00°26'31" AND AN ARC DISTANCE OF 7.67 FEET TO THE POINT OF BEGINNING. CONTAINING 92 SQUARE FEET, MORE OR LESS.



PROJECT NO: B17-0654	EVERGY EASEMENT SUBORDINATION LEGAL	1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592	EXHIBIT
DRAWN BY: NRW	CONGRESS CORPORATE CENTER FIFTH PLAT		3 of 3
DATE: 2024-05-09	SW 1/4 SEC. 24, T52N, R34W KANSAS CITY, PLATTE COUNTY, MISSOURI		

Recorded In Platte County, Missouri



Recording Date/Time: 02/27/2025 at 09:33:19 AM

Book: 1415 Page: 801

Instr #: 2025001688

Pages: 9

Fee: \$70.00 N 20250001541

OLSSON



Christopher L. Wright  
Recorder of Deeds

## PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

### NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.

RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

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**SUBORDINATION OF EASEMENT AND RELOCATION  
AGREEMENT**

THIS INDENTURE, made this 8th day of January 2025, between EVERGY MISSOURI WEST, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY GREATER MISSOURI OPERATIONS (GMO) (Grantor), GLOBAL MAIL INC. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Platte County, Missouri, in Document No. 2023003263, Book 1391 at Page 490, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH CONGRESS AVENUE, said street right of way being dedicated as part of the plat of *CONGRESS CORPORATE CENTER FIFTH PLAT*, a subdivision in Kansas City, Platte County, Missouri;

WHEREAS, The Developer, desires to have dedicated for public use a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as NORTH CONGRESS AVENUE, as illustrated in the exhibits labeled Exhibit A and Exhibit B, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit C

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Evergy hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before April 14, 2026 in the Office of the Recorder of Deeds in Platte County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

**SIGNATURES ON FOLLOWING PAGES**



**GLOBAL MAIL INC.**

I hereby certify that I have authority to execute this document on behalf of Developer.

Name: Bethina Staffa

By: *[Signature]*

Title: CEO

Date: Nov. 26, 2024

Check one:

Sole Proprietor

Partnership

Corporation

Limited Liability Company (LLC)

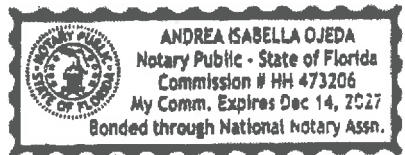
**ACKNOWLEDGEMENT**

State of Florida )  
 ) Ss:  
County of Broward )

On this 26 day of November, 2024, before me personally appeared \_\_\_\_\_  
Bethina Staffa, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as the free act and deed of said Developer.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.

My Commission Expires: Dec 14 2027 \_\_\_\_\_  
Andrea Ojeda Notary Public



KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and  
Development

ATTESTATION BY CITY CLERK:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

**ACKNOWLEDGEMENT**

State of Missouri )  
County of Jackson ) Ss:

On this 5<sup>th</sup> day of February, 2025 before me personally appeared Marilyn Sanders, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as the free act and deed of the City of Kansas City, Missouri and that he/she was authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

My Commission Expires:

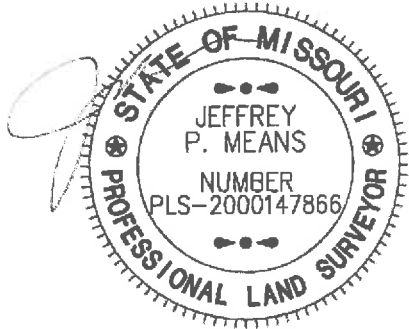
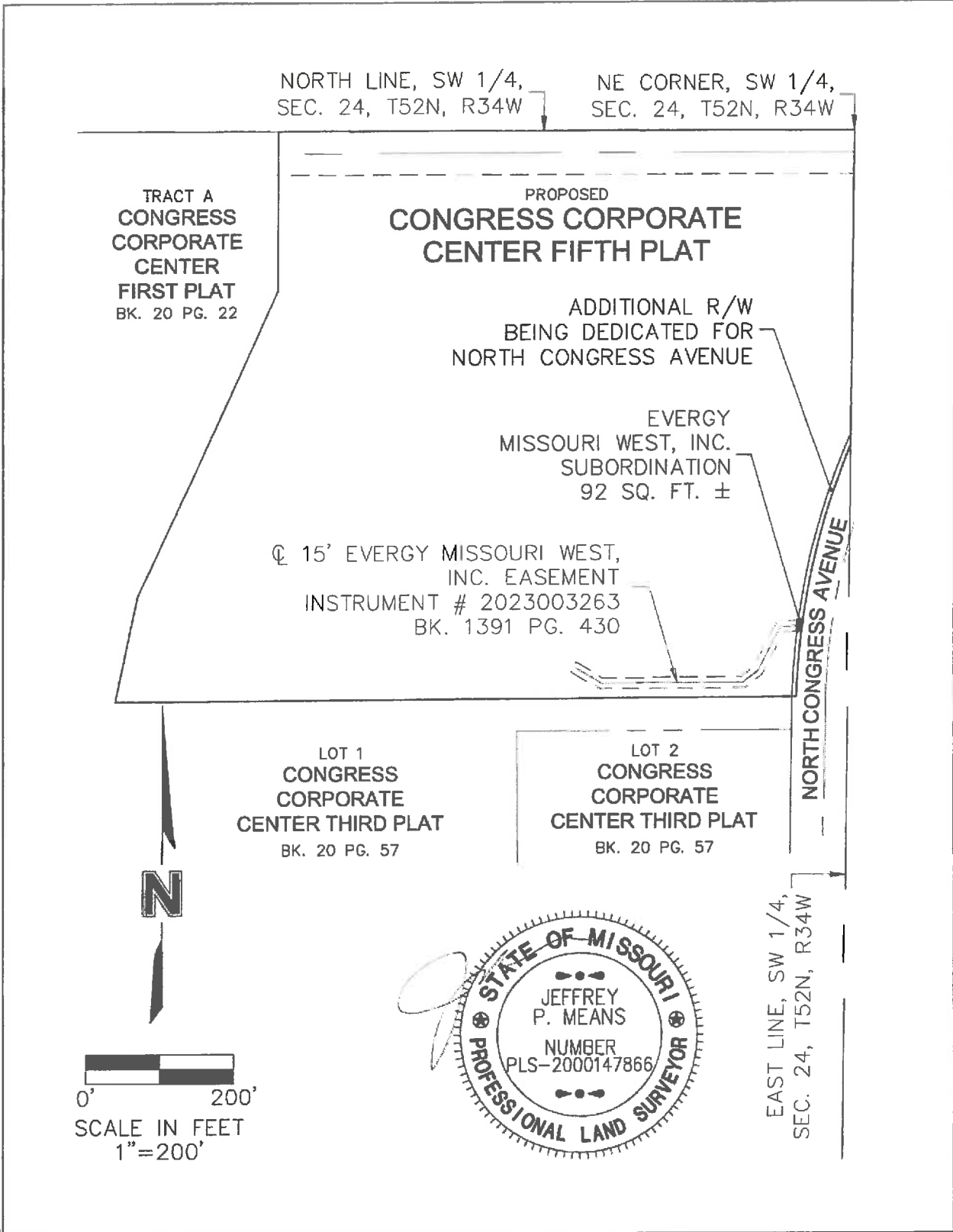
Jan 23, 2028

[Signature]  
Notary Public

MONICA SANDERS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Jan. 23, 2028  
Commission # 20228246

# EXHIBIT A

DWG: F:\2017\0501-1000\017-0654-B\40-Design\Survey\SRVY\Sheets\Every Subordination\B17-0654 Every Subordination 1.dwg  
 DATE: May 09, 2024 9:13am  
 USER: nwilloughby



PROJECT NO: B17-0654	EVERGY EASEMENT SUBORDINATION OVERALL EXHIBIT	1301 Burlington Street North Kansas City, MO 64116 TEL 816.381.1177 FAX 816.381.1888 www.olsson.com	EXHIBIT	
DRAWN BY: NRW	CONGRESS CORPORATE CENTER FIFTH PLAT		Olsson - Land Surveying - MO 368, KS 114, MO Certificate of Authority-001592	1 of 3
DATE: 2024-05-09	SW 1/4 SEC. 24, T52N, R34W KANSAS CITY, PLATTE COUNTY, MISSOURI			

# EXHIBIT B

USER: nwilloughby

DWG: F:\2017\0501-1000\017-0654-B\40-Design\Survey\SRVY\Sheets\Every Subordination\B17-0654 Every Subordination 1.dwg  
 DATE: May 09, 2024 9:14am

- \*- WESTERLY R/W LINE NORTH CONGRESS AVENUE
- EASTERLY LINE EVERY EASEMENT
- \*\* - SE CORNER EVERY EASEMENT
- \*\*\* - SOUTHERLY LINE EVERY EASEMENT
- \*\*\*\* - NORTHERLY LINE EVERY EASEMENT
- \*\*\*\*\* - NE CORNER EVERY EASEMENT

**POINT OF COMMENCING**

NE CORNER, SW 1/4, SEC. 24, T52N, R34W

PROPOSED LOT 1  
**CONGRESS CORPORATE CENTER FIFTH PLAT**

ADDITIONAL R/W BEING DEDICATED FOR NORTH CONGRESS AVENUE

15' EVERY MISSOURI WEST, INC. EASEMENT  
 INSTRUMENT # 2023003263  
 BK. 1391 PG. 430

R=1,000.93'  
 L=15.33'  
 D=00°52'38"

ITB=N06°56'08"E  
 7.50'

N85°33'07"E  
 6.13'

R=994.48'  
 L=7.67'  
 D=00°26'31"

ITB=S07°53'06"W

NORTH CONGRESS AVENUE

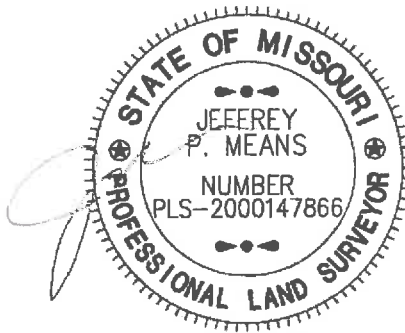
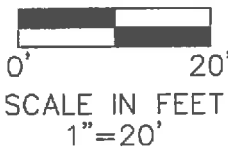
**POINT OF BEGINNING**

N89°25'11"W  
 62.87'

R=994.48'  
 L=7.66'  
 D=0°26'28"  
 ITB=S7°26'35"W

678.89'  
 S00°34'49"W

EAST LINE, SW 1/4, SEC. 24, T52N, R34W



PROJECT NO: B17-0654	EVERY EASEMENT SUBORDINATION EXHIBIT	<p>Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592</p>	1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT
DRAWN BY: NRW	CONGRESS CORPORATE CENTER FIFTH PLAT		2 of 3	
DATE: 2024-05-09	SW 1/4 SEC. 24, T52N, R34W KANSAS CITY, PLATTE COUNTY, MISSOURI			

# EXHIBIT C

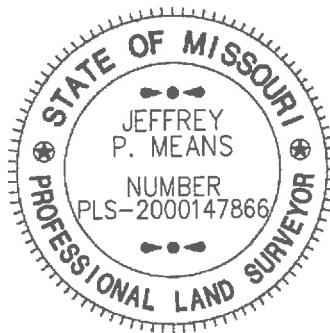
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 DATE: May 09, 2024 9:16am

CONGRESS CORPORATE CENTER FIFTH PLAT  
 OLSSON PROJECT NO. B17-0654  
 OLSSON BILLING NO. B21-05673  
 EVERGY MISSOURI WEST, INC. SUBORDINATION  
 MAY 9, 2024

SUBORDINATION OF A PORTION OF CENTERLINE 15 FEET WIDE EVERGY MISSOURI WEST,  
 INC. EASEMENT RECORDED APRIL 6, 2023 AS INSTRUMENT NUMBER 2023003263 IN  
 BOOK 1391 AT PAGE 490 IN THE OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY,  
 MISSOURI

**EASEMENT SUBORDINATION DESCRIPTION**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 52 NORTH,  
 RANGE 34 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, PLATTE COUNTY,  
 MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF  
 JEFFREY P. MEANS P.L.S. 2000147866, AS AN EASEMENT SUBORDINATION AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE  
 SOUTH 00°34'49" WEST, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 678.89  
 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°25'11" WEST, 62.87 FEET TO THE  
 CENTERLINE OF SAID EVERGY MISSOURI WEST, INC. EASEMENT, ALSO BEING A POINT ON  
 THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH CONGRESS AVENUE, AS NOW  
 ESTABLISHED, ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE  
 HEREIN DESCRIBED: THENCE SOUTHERLY, ON SAID EXISTING WESTERLY RIGHT-OF-WAY  
 LINE, ALSO BEING THE EASTERLY LINE OF SAID EVERGY MISSOURI WEST, INC.  
 EASEMENT, ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH  
 07°26'35" WEST WITH A RADIUS OF 994.48 FEET, A CENTRAL ANGLE OF 00°26'28" AND  
 AN ARC DISTANCE OF 7.66 FEET TO THE SOUTHEAST CORNER OF SAID EVERGY  
 MISSOURI WEST, INC. EASEMENT; THENCE LEAVING SAID EXISTING WESTERLY  
 RIGHT-OF-WAY LINE, ON A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°33'07"  
 WEST, BEING 7.50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE EVERGY  
 MISSOURI WEST, INC. EASEMENT ON THE SOUTHERLY LINE OF SAID EVERGY MISSOURI  
 WEST, INC. EASEMENT A DISTANCE OF 6.11 FEET; THENCE LEAVING SAID SOUTHERLY  
 LINE, NORTHERLY ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF  
 NORTH 06°56'08" EAST WITH A RADIUS OF 1,000.93 FEET, A CENTRAL ANGLE OF  
 00°52'38" AND AN ARC DISTANCE OF 15.33 FEET TO A POINT ON THE NORTHERLY LINE  
 OF SAID EVERGY MISSOURI WEST, INC. EASEMENT; THENCE ON A LINE NON-TANGENT  
 TO SAID CURVE, NORTH 85°33'07" EAST, BEING 7.50 FEET NORTHERLY AND PARALLEL  
 TO SAID CENTERLINE EVERGY MISSOURI WEST, INC. EASEMENT ON SAID NORTHERLY LINE  
 OF SAID EVERGY MISSOURI WEST, INC. EASEMENT A DISTANCE OF 6.13 FEET TO SAID  
 EXISTING WESTERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTHEAST CORNER OF  
 SAID EVERGY MISSOURI WEST, INC. EASEMENT; THENCE SOUTHERLY, ON SAID EXISTING  
 WESTERLY RIGHT-OF-WAY LINE, SAID EASTERLY LINE OF SAID EVERGY MISSOURI WEST,  
 INC. EASEMENT ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF  
 SOUTH 07°53'06" WEST WITH A RADIUS OF 994.48 FEET, A CENTRAL ANGLE OF  
 00°26'31" AND AN ARC DISTANCE OF 7.67 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 92 SQUARE FEET, MORE OR LESS.



PROJECT NO: B17-0654	EVERGY EASEMENT SUBORDINATION LEGAL	1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592	EXHIBIT
DRAWN BY: NRW	CONGRESS CORPORATE CENTER FIFTH PLAT		3 of 3
DATE: 2024-05-09	SW 1/4 SEC. 24, T52N, R34W KANSAS CITY, PLATTE COUNTY, MISSOURI		



FIRST AMENDMENT

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Issuing Office: 1100 Main Street, Suite 1900, Kansas City, MO 64105  
Issuing Office's ALTA® Registry ID: 1145674  
Commitment Number: NCS-1197919-KCTY  
Issuing Office File Number: NCS-1197919-KCTY  
Property Address: Southwest Quarter of Section 24,, Township 52 North, Range 34 West, Congress Corporate Center, Kansas City, MO  
Revision Number:

**SCHEDULE A**

1. Commitment Date: February 02, 2024 at 8:00 a.m.
  
2. Policy to be issued: POLICY AMOUNT
  - a. ALTA® Extended Owner's Policy \$1,000.00  
Proposed Insured: To Be Determined  
The estate or interest to be insured: See Item 3 below
  
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
  
4. The Title is, at the Commitment Date, vested in:  
  
Global Mail, Inc., an Ohio corporation
  
5. The Land is described as follows:  
  
in the County of Platte, State of Missouri, as described in Exhibit A attached hereto and made a part thereof.

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Commitment No. NCS-1197919-KCTY

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 1, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
7. In regard to Global Mail, Inc., we require the following:
  - A) Furnish a copy of the Certificate and Articles of Incorporation.
  - B) Furnish a Certificate of Good Standing from the Ohio Secretary of State's office.
  - C) Furnish a resolution of the board of directors authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.

Upon review of these items we reserve the right to make further requirements.

8. Proof of payment of taxes shown at Exception No. 7 on Schedule B - Section II.

In the event of a cancellation, there will be a minimum charge of \$550.00.

**CLOSING INFORMATION NOTE:** If the closing for the Land is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a cashier's check or wire transfer. If the

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parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

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Commitment No. NCS-1197919-KCTY

**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2024, and thereafter.

General, state, county and city taxes and assessments for the year 2023 in the amount of \$285,380.53 are PAID. Parcel No. 17-6.0-24-000-000-011.002

8. The premises in question are within the boundaries of the Platte City Benefit Assessment Special Road District and is subject to assessments by reason thereof.
9. An Easement to Kansas City recorded September 11, 1996 in Document No. 12487 in Book 851, Page 287.

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10. Grading easement granted to Kansas City as set forth in the instrument recorded August 12, 1997 as Document No. 10890 in Book 867, Page 170.
11. Aviation and noise easement granted to Kansas City, Missouri as set forth in the instrument recorded October 14, 2003 as Document No. 29061 in Book 1018, Page 911.
12. An Easement to Kansas City recorded March 11, 2004 in Document No. 4626 in Book 1029, Page 255.
13. An Easement to Kansas City recorded March 11, 2004 in Document No. 4627 in Book 1029, Page 256.
14. Terms and provisions of Sewer and Construction Easements Location Agreement, dated October 29, 2004, recorded November 5, 2004 as Document No. 21761 in Book 1046, Page 327.
15. Sanitary sewer easement recorded in Book 395, Page 127 depicted on the plat of Congress Corporation Center Third Plat.
16. Electric easement recorded in Book 480, Page 775 depicted on the plat of Congress Corporation Center First Plat.
17. The rights of adjacent owners to the free and unobstructed flow of the water of the Creek which runs across and through the Northern half of subject land, without diminution or pollution.
18. Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded October 14, 2003 as Document No. 29067 in Book 1018, Page 917; Amended by that certain First Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded April 9, 2004 as Document No. 006671 in Book 1031, Page 261; Consented to by the City of Kansas City, Missouri pursuant to that certain Consent to First Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded April 28, 2004 as Document No. 008191 in Book 1032, Page 812; Amended by that certain Second Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded June 22, 2007 as Document No. 2007009989 in Book 1106, Page 80; Amended by that certain Third Amendment to, Restatement of and Ratification of Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions and Amendment to Bylaws recorded October 13, 2009 as Document No. 2009014915 in Book 1147, Page 849; Amended by that certain Fourth Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions for Congress Corporate Center recorded July 10, 2019 as Document No. 2019007938 in Book 1314, Page 822.
19. Any inaccuracy in the area, square footage, or acreage of the Land.
20. Storm Drainage Easement granted to Kansas City as set forth in the instrument recorded August 12, 1997 as Document No. 0010891 in Book 867, Page 171.

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21. Permanent Drainage Easement granted to Kansas City as set forth in the instrument recorded April 28, 1999 as Document No. 003873 in Book 717, Page 46.
22. Easement granted to Kansas City, Missouri as set forth in the instrument recorded April 6, 2023 as Document No. 20230003265 in Book 1391, Page 492.  
Acceptance Letter recorded June 15, 2023 in Document No. 2023005667 in Book 1393, Page 880.
23. Easement granted to Evergy Missouri West, Inc., as set forth in the instrument recorded April 6, 2023 as Document No. 2023003263 in Book 1391, Page 490.
24. Easement granted to Kansas City, Missouri as set forth in the instrument recorded April 6, 2023 as Document No. 2023003264 in Book 1391, Page 491.  
Acceptance Letter recorded June 15, 2023 in Document No. 2023005667 in Book 1393, Page 880.
25. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

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Commitment No. NCS-1197919-KCTY

**EXHIBIT A**

ALL THAT PART OF AN UNPLATTED TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 52 NORTH, RANGE 34 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED BY TIMOTHY BLAIR WISWELL, MO PLS-2009000067, OF OLSSON, MO CLS-366, AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 52 NORTH, RANGE 34 WEST; THENCE SOUTH 00 DEGREES 34 MINUTES 49 SECONDS WEST, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 431.22 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT ALSO LYING ON THE WEST LINE OF N. CONGRESS AVENUE RIGHT OF WAY, AS NOW ESTABLISHED; THENCE IN A SOUTHERLY DIRECTION, DEPARTING SAID EAST LINE, ON SAID WEST LINE AND ON A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS SOUTH 22 DEGREES 12 MINUTES 04 SECONDS WEST, HAVING A RADIUS OF 994.93 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 24 MINUTES 06 SECONDS, AN ARC DISTANCE OF 354.27 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT ALSO LYING ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 OF CONGRESS CORPORATE CENTER THIRD PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE SOUTH 89 DEGREES 46 MINUTES 34 SECONDS WEST, DEPARTING SAID WEST LINE, ON SAID EASTERLY EXTENSION AND ON SAID NORTH LINE, A DISTANCE OF 930.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO LYING ON THE EAST LINE OF TRACT A OF CONGRESS CORPORATE CENTER FIRST PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE NORTH 11 DEGREES 40 MINUTES 41 SECONDS EAST, DEPARTING SAID NORTH LINE, ON SAID EAST LINE, A DISTANCE OF 146.43 FEET TO A POINT; THENCE NORTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, CONTINUING ON SAID EAST LINE, A DISTANCE OF 459.54 FEET TO A POINT; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, CONTINUING ON SAID EAST LINE, A DISTANCE OF 219.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT A, SAID CORNER ALSO LYING ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 55 MINUTES 13 SECONDS EAST, DEPARTING SAID EAST LINE, ON SAID NORTH LINE, A DISTANCE OF 788.18 FEET TO THE POINT OF BEGINNING.

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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


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

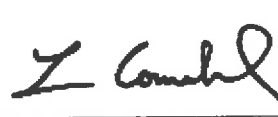
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions.
  
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
  
5. **LIMITATIONS OF LIABILITY**
  - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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