



ALTA Commitment for Title Insurance

Issued By Old Republic National 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 EXTRA CONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


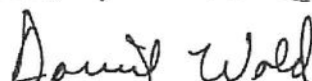
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Issued through the Office of

Morris County Title Co.
223 West Main Street
Council Grove, KS 66846


Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary



Schedule A

ALTA COMMITMENT

Commitment Number: **2023-101**

File Number: **2023-101**

1. Commitment Date: **October 12, 2023 at 8:00 AM**
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **Purchaser with Contractual Rights following Auction of Land described on Schedule A herein**
Proposed Policy Amount: **TBD**
 - (b) ALTA Loan Policy (6-17-06)
Proposed Insured: **TBD**
Proposed Policy Amount: **TBD**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Jacobsen LLC, a Kansas limited liability company
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

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Exhibit "A"

ALTA COMMITMENT

Legal Description

The NE 1/4 and the SE 1/4 of the NW 1/4 of Section 12 and a part of the South Half of Section 12 described as follows: Beginning at a point 5.10 chains East of the Northeast Corner of the NW 1/4 of the SW 1/4 of said Section; thence East 55.44 chains; thence South 9 chains to the middle of Santa Fe Road; thence Southwesterly along the middle of said road, as now located and traveled, 56.61 chains to a point 20.95 chains due South of the Point of Beginning; thence North 20.95 chains to the Point of Beginning, all in Township 16 South, Range 9 East of the 6th P.M., Morris County, Kansas.

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Schedule B-I

ALTA COMMITMENT

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.
 - a. A Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the proposed insured shown in Schedule A be recorded. A completed Sales Validation Questionnaire must also be provided.
 - b. For Jacobsen, LLC, a Kansas limited liability company, provide the following:
 - i. A copy of the Articles of Organization bearing a stamp showing filing thereof with the Kansas Secretary of State.
 - ii. A signed copy of the Company's Operating Agreement.
 - iii. A certificate of good standing from the Kansas Secretary of State.
 - iv. A resolution signed by all managers and/or members showing authorization for the proposed transaction, including the sale of the subject property.
 - c. This examiner will require that an Affidavit of Non-Production be executed by a knowledgeable individual, and that such affidavit be recorded with the Morris County Register of Deeds, to terminate the Oil and Gas Lease granted to William L. Darrow, dated January 11, 1984, which was for a primary term of 2 years and was dated January 11, 1984, in Book 31, Oil and Gas, at Page 706, on January 31, 1984. Such lease was subsequently assigned to George Snell by an Assignment of Oil and Gas Lease dated January 23, 1984, and filed on January 31, 1984, in Book 31, Oil and Gas, at Page 709.
 - d. THIS EXAMINER RESERVES THE RIGHT TO MAKE FURTHER REQUIREMENTS upon review of a signed contract and additional documentation following the auction.
 - e. The Kansas appellate court clerk's offices and district court clerk's offices, except Johnson County, are currently inaccessible, which has limited the ability to perform judgment and case searches in the Kansas court system. Therefore, title company requires an affidavit and indemnity agreement executed by Borrowers regarding any judgments, orders, defects, liens, encumbrance, adverse claims, or other matters which would be disclosed by a search of the Kansas eCourt case management system, Odyssey. We reserve the right to make additional requirements and/or exceptions.
5. Present owner(s) must sign and return the Seller's / Owner's Affidavit provided with this commitment.

NOTE: Records of the Morris County Treasurer show real estate taxes assessed to the property for the year 2023 to be in the sum of \$4,595.02. (ID# 02560) The first half of such taxes are presently due, but not delinquent.

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Schedule B-II

ALTA COMMITMENT

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. General taxes and special assessments for current and subsequent years not yet due.
3. All highways, roads, streets, alleys and easements that are dedicated to public use.
4. Any loss or damage resulting from any encroachment, violation, variation or adverse circumstance affecting the property that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the land.
5. All rights and claims of parties in possession.
6. Any lien or claim of liens for services, labor or materials arising by reason of any work of improvement now in progress or recently completed, imposed by law and not shown by public records.
7. Terms and conditions of a Contract between present owner(s) and proposed insured(s).
8. Rights or claims of easements not recorded in the public records.
9. Any and all oil, gas or other mineral rights or interests, including any and all instruments relating to such rights or interests.
10. Any lands previously used for railroad purposes, regardless of its present use or ownership.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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