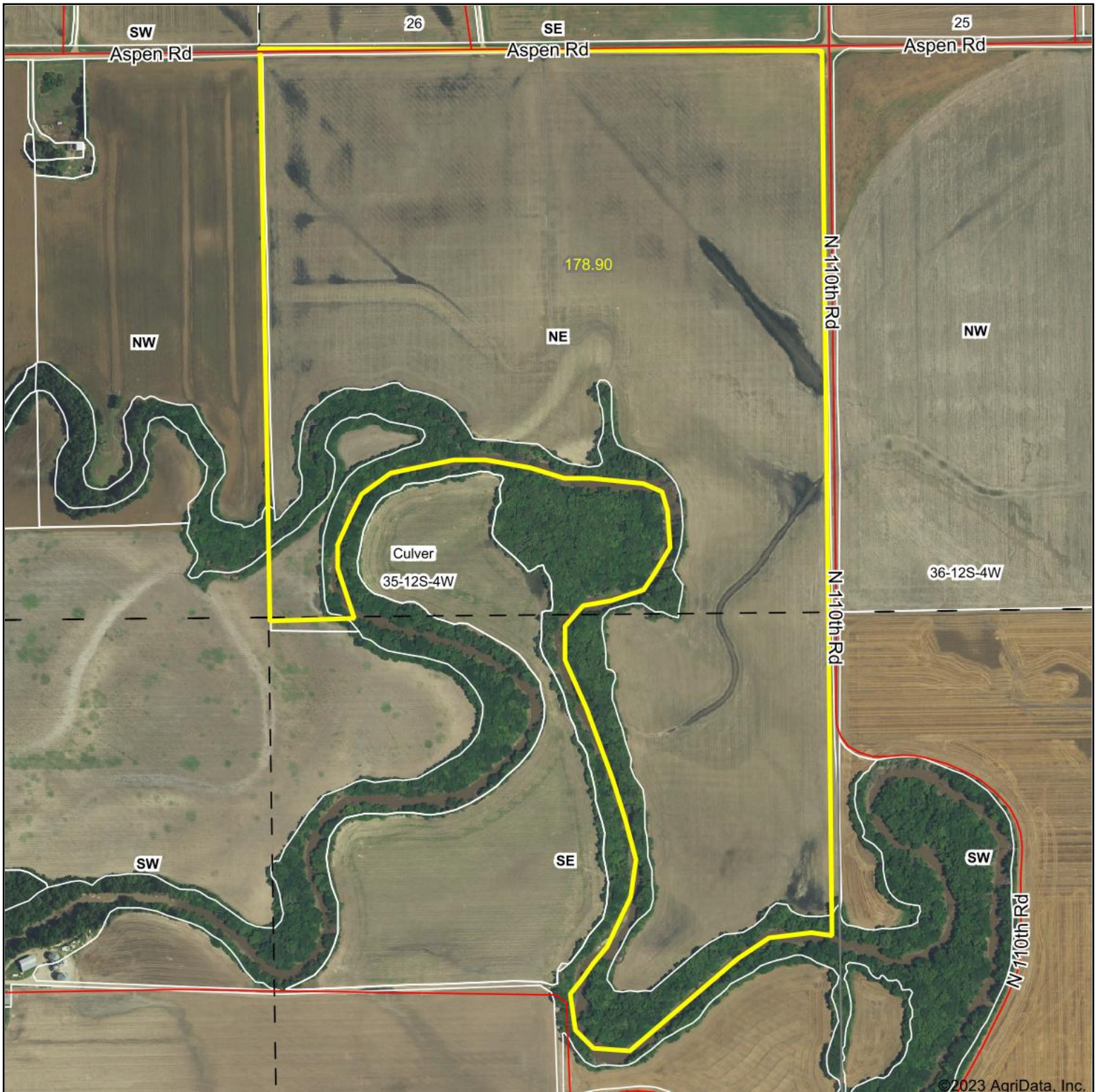


Aerial Map



©2023 AgriData, Inc.



COLDWELL BANKER
APW REALTORS®

Map Center: 38° 57' 58.33, -97° 43' 43.76

0ft 725ft 1449ft

35-12S-4W
Ottawa County
Kansas



1/11/2023

Maps Provided By:



surety®
CUSTOMIZED ONLINE MAPPING

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Field borders provided by Farm Service Agency as of 5/21/2008.



Common Land Unit

Cropland Non-cropland CRP

Farm **8299**
Tract **53230**

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2022 Crop Year



Tract 2 of 2

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



Common Land Unit

Cropland Non-cropland CRP

Farm 5945
Tract 4727

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

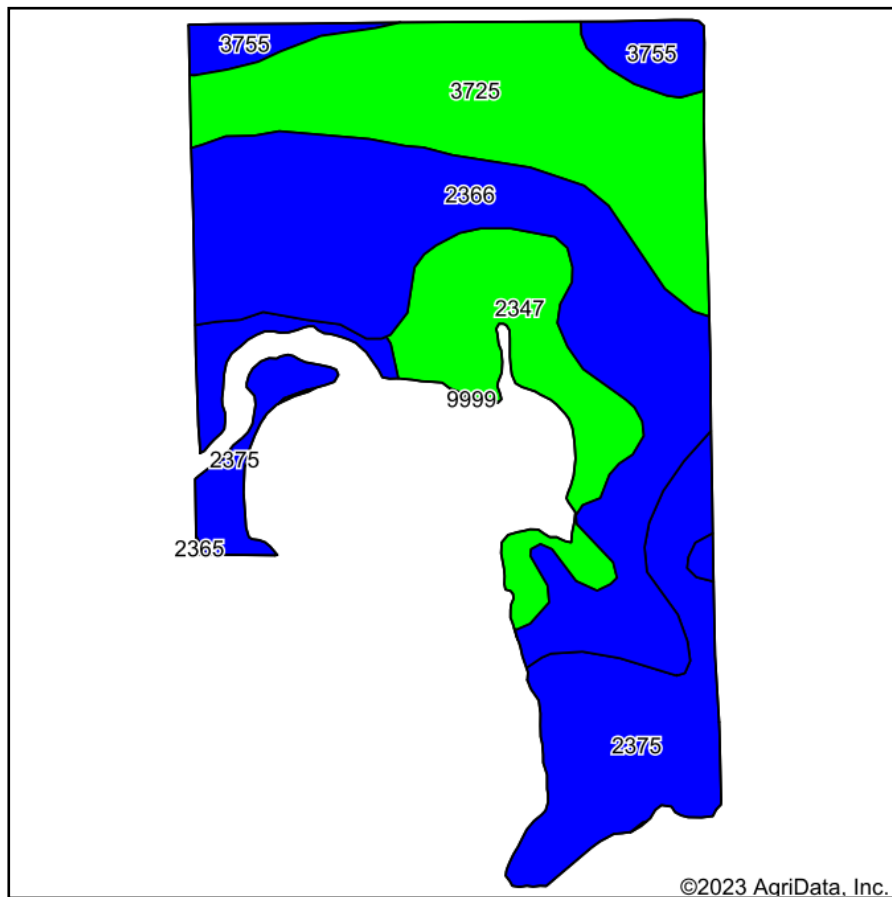
Exempt from Conservation Compliance Provisions

2022 Crop Year

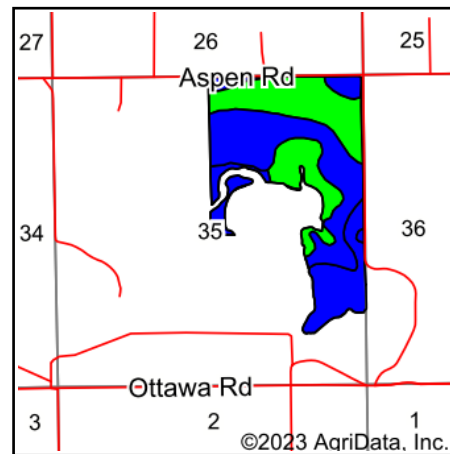
Tract 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**
 County: **Ottawa**
 Location: **35-12S-4W**
 Township: **Culver**
 Acres: **158.41**
 Date: **1/11/2023**



COLDWELL BANKER
APW REALTORS®

Maps Provided By:



Area Symbol: KS143, Soil Area Version: 20							
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	*n NCCPI Soybeans
2366	New Cambria silty clay, rarely flooded	56.84	35.9%		Ils	Ils	57
3725	Detroit silty clay loam, rarely flooded	38.67	24.4%		Iw	Iw	64
2375	Roxbury silt loam, rarely flooded	33.57	21.2%		Ile	Ile	76
2347	McCook silt loam, rarely flooded	21.78	13.7%		Iw	Iw	55
3755	Hord silt loam, rarely flooded	7.41	4.7%		Ilc	I	77
9999	Water	0.14	0.1%				
				Weighted Average	*-	*-	*n 63.3

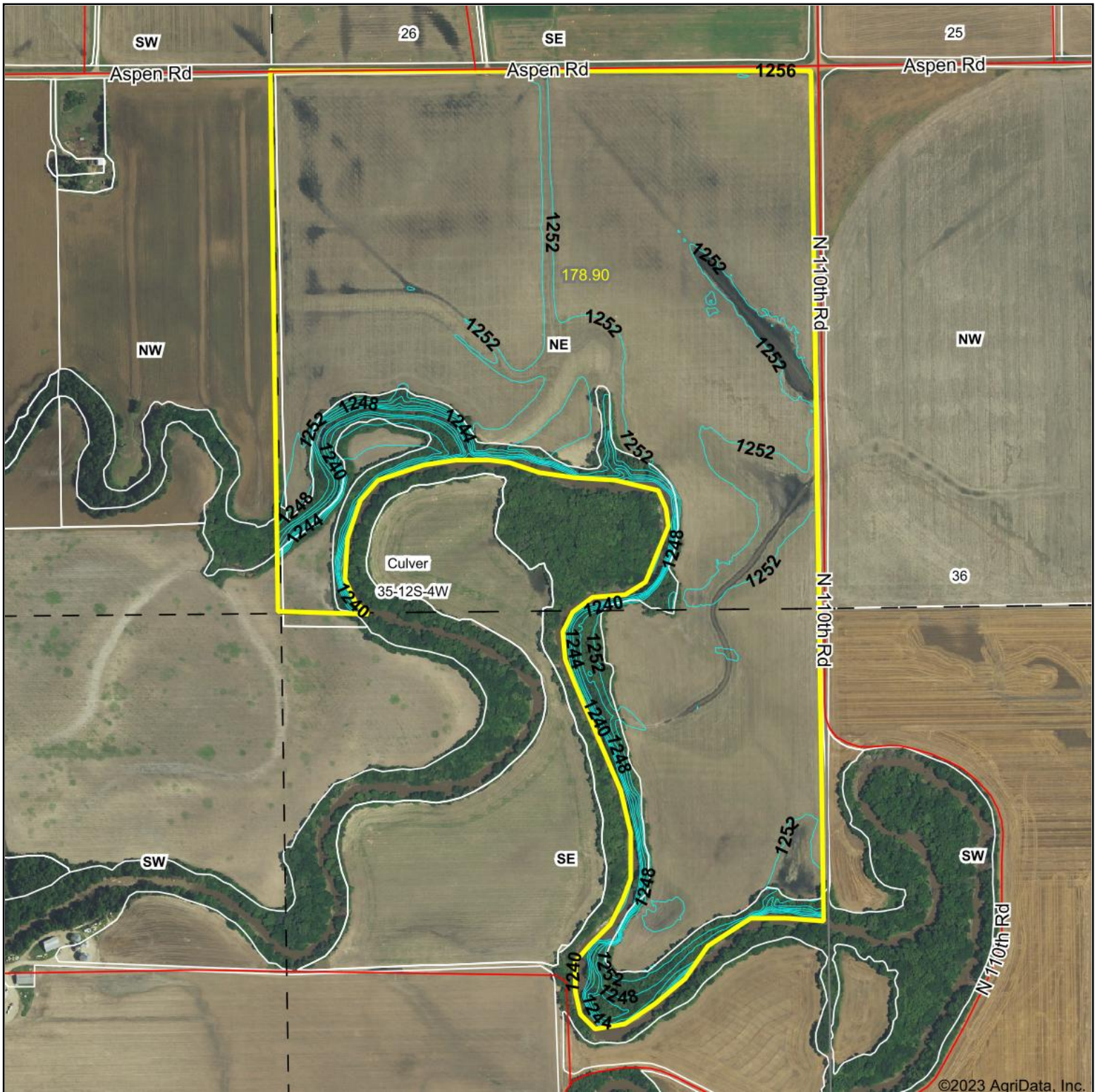
*n: The aggregation method is "Weighted Average using all components"

*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.

*. Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

Topography Contours



COLDWELL BANKER
APW REALTORS®

Maps Provided By:



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Source: USGS 3 meter dem

Interval(ft): 4.0

Min: 1,228.5

Max: 1,256.6

Range: 28.1

Average: 1,251.7

Standard Deviation: 3.77 ft

0ft 756ft 1512ft



1/11/2023

35-12S-4W
Ottawa County
Kansas

Map Center: 38° 57' 55.29, -97° 44' 0.35

Field borders provided by Farm Service Agency as of 5/21/2008.

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

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company



Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

Transaction Identification Data for reference only:

Issuing Agent: Scheibeler's LLC
 Issuing Office: 314 W. 2nd Street, Minneapolis, KS 67467
 Issuing Office's ALTA® Registry ID: 0001222
 Loan ID No.:
 Commitment No.: 23-2664
 Issuing Office File No.: 23-2664
 Property Address: Aspen Road, Tescott, KS 67484
 Revision No.:

SCHEDULE A

1. Commitment Date: January 12, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA®ALTA Own. Policy (06/17/06) Policy
 Proposed Insured: Purchaser at Auction
 Proposed Policy Amount:
 - (b) ☐ ALTA®ALTA Loan Policy (06/17/06) Policy
 Proposed Insured:
 Proposed Policy Amount:
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:
Graves Farms, L.P.
5. The Land is described as follows:
 All that part of the Northeast quarter and the East one half of the Southeast quarter lying North and East of the center line of the Saline River in Section 35, Township 12 South, Range 4 West of the 6th P.M., Ottawa County, Kansas.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Schedule A
(Continued)

Commitment No.: 23-2664

Scheibeler's LLC

By: J A Fawcett
Scheibeler's LLC

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 23-2664

**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. Execute and record proper Warranty Deed from Graves Farms, L.P., by William P. Graves and Martha Graves Reese, General Partners, in favor of Purchaser at Auction.
6. NOTE: 2022 real estate taxes have been paid in full \$2,161.10 TAX ID # 1170001730

**SCHEDULE B, PART II
Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.

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Schedule BI & BII
(Continued)

Commitment No.: 23-2664

4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. General Taxes for all of the year 2023, and all subsequent years, and special assessments due or payable therewith.
8. Subject to roadway right of ways.
9. Subject to Resolution 13-36 recorded Book 226, page 405 pertaining to vacation of a portion of the roadway by Ottawa County Kansas.
10. Subject to rights and claims of others as a result of any past or future changes in the location of any watercourse forming a boundary herein regardless of whether the change results from accretion, reliction, avulsion or any other cause.
11. Subject to rights and claims of others in and to that portion of the land constituting riverbed lying below the ordinary high water mark.

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2022

OTTAWA COUNTY REAL ESTATE TAX STATEMENT

Statement #: 4051
 Parcel #: 1170001730
 Property Address: 0 ASPEN RD - Tescott, KS 67484
 Deed Name: GRAVES FARMS LP

Quick Ref.: R5094
 CAMA #: 177-35-0-00-001.00-0-01
 Levy: 152.58800

Date: 1/11/2023
 Tax Unit: 176 - 176 CULVER TOWNSHIP

Real Estate

TAX SUMMARY

First Half Tax: 1,080.55
 Second Half Tax: 1,080.55
 Total Tax: 2,161.10

Owner ID #: ADVA00002
 Owner Name: ADVANTAGE TRUST COMPANY
 Care Of: AT
 Owner Address: PO BOX 1337
 SALINA, KS 67402

MAKE CHECKS PAYABLE TO:
 OTTAWA COUNTY TREASURER-JODEE COPPLE
 307 N CONCORD ST
 MINNEAPOLIS, KS - 67467
 785-392-3129

PROPERTY DESCRIPTION

Subdivision: 00 Invalid Code Block: Lots: Section: 35 Township: 12 Range: 04W
 Legal: S35, T12, R04W, ACRES 178.9, PART NE 1/4 & PART E 1/2 SE 1/4 LYING N OF C/L SALINE I Total Acres: 178.90 Ag Acres:

PROPERTY CLASS	ASSED RATE	PRIOR YEAR	ASSESSED VALUE	CURRENT YEAR	VALUE CHANGE	% CHANGE	CURRENT TAX
A AGRICULTURAL RURAL	30.0/25.0	14,601	14,163	-438	-3.00	2,161.10	

THE FIRST \$4,500 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.

SPECIAL ASSESSMENTS / NRA

Grand Total: 2,161.10

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	82.592000	82.293000	-0.36
Cem Crown Pt O & S #1	1.426000	0.559000	-60.80
Cent Ks #3 Ext District	1.196000	1.111000	-7.11
Central Ks Library	1.514000	1.547000	2.19
Culver Twp	5.356000	5.199000	-2.93
Fd Culver #5	6.103000	6.103000	0.00
USD 240 Twin Valley	56.422000	54.276000	-3.80
Grand Total:	156.10900	152.58800	-2.26

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	21.90	21.24	-0.66	-3.01
County	1,205.94	1,165.51	-40.42	-3.35
Cem Crown Pt O & S #1	20.82	7.92	-12.90	-61.96
Cent Ks #3 Ext District	17.46	15.74	-1.73	-9.85
Central Ks Library	32.11	21.91	-10.20	-31.45
Culver Twp	76.20	73.63	-2.57	-3.37
Fd Culver #5	89.11	86.44	-2.67	-3.00
USD 240 Twin Valley	823.82	763.71	-60.11	-7.29
Grand Total:	2,279.36	2,161.10	-118.26	-5.19

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	1,777.25	1,871.84	94.59	5.32
County	97,870.88	102,699.73	4,828.83	4.93
Cem Crown Pt O & S #1	1,690.17	705.39	-984.78	-58.26
Cent Ks #3 Ext District	1,417.07	1,307.12	-109.95	-7.75
Central Ks Library	1,794.72	1,932.09	137.37	7.65
Culver Twp	6,346.57	6,489.97	143.41	2.26
Fd Culver #5	7,211.29	7,570.50	359.21	4.98
USD 240 Twin Valley	64,635.27	65,483.08	847.81	1.31
SPECIAL ASSESSMENTS	2,639.00	2,639.00	0.00	0.00
Grand Total:	185,402.22	190,758.64	5,356.42	2.89

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

1st HALF PAYMENT COUPON - 2022

FIRST HALF DUE: 12/20/2022

TAXPAYER ID #: ADVA00002
 STATEMENT #: 4051
 PARCEL #: 1170001730
 QUICK REF.: R5094
 ADVANTAGE TRUST COMPANY
 AT
 PO BOX 1337
 SALINA, KS 67402



PAID ON
 12/13/2022

1ST HALF PAYMENT DUE: 0.00

2nd HALF / FULL PAYMENT COUPON - 2022

SECOND HALF DUE: 05/10/2023

TAXPAYER ID #: ADVA00002
 STATEMENT #: 4051
 PARCEL #: 1170001730
 QUICK REF.: R5094
 ADVANTAGE TRUST COMPANY
 AT
 PO BOX 1337
 SALINA, KS 67402



PAID ON
 12/13/2022

2ND HALF PAYMENT DUE: 0.00

FARM LEASE

(Cash Rent)

FARM LEASE, made as of the 15 day of April 2018, between Graves Farms, LP, as LESSOR, and Justin Huiett, as LESSEE.

1. Premises of Lease

The Lessor hereby leases to the Lessee all of the tillable farmland contained in an approximate 5.06 acre tract located in the southwest corner of the Northeast Quarter (NE/4) of Section Thirty-five (35), Township Twelve (12), Range Four (4), Ottawa County, Kansas. The tract being leased is highlighted on the attached FSA map and referenced to as "Exhibit A":

2. Term

The term of this lease shall commence immediately and end on July 31, 2019. This lease shall continue in effect from lease year to lease year thereafter (lease year shall run from August 1 to July 31) unless written notice of termination is given by either party to the other on or before July 1 of each lease year.

This Lease supersedes all previous written or oral Leases.

The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both Lessor and Lessee in like manner as upon the original parties except as provided by mutual written agreement.

Lessee shall not assign, transfer, mortgage or encumber this Lease, and shall not sublease the premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

Amendments and alterations to this lease shall be in writing and signed by both the Lessor and Lessee.

This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

The Lessor reserves the right of himself, his agents, his employees, or his assigns to enter the farm at any reasonable time for purposes of consultation with the Lessee, making repairs, improvements and/or inspections.

3. Amount and Payment of Rent

It is agreed that the amount of the annual cash rent shall be Two Hundred Fifty and 00/100 Dollars (\$250.00). Lessee shall pay such total annual rent to Lessor by July 31 of each lease year. The first rent payment shall be due July 31, 2018.

4. Use

The use of the premises shall be limited to agricultural purposes and for no other purposes. Lessee agrees and obligates himself to plant crops, cultivate lands using good farming practices and to keep the crops free from damage by weeds, grasses and insects and to properly and expeditiously save, gather and harvest such crops as they mature. Lessee shall control weeds and brush where possible along roadsides, drainage ditches, field edges and fencerows. Lessee shall control soil erosion using any number of soil conservation methods to protect and improve the soil. Lessee shall maintain all terraces, waterways, and inlets and outlets of tile drains and conservation structures of similar nature and shall refrain from any practice that will injure them. Lessee shall not, without written consent of Lessor, plow permanent pastures, allow livestock on cultivated lands including stalk fields and stubble fields, burn or remove crop residues, or cut trees for sale or personal use.

When Lessee leaves the farm, he agrees to pay the Lessor reasonable compensation for any damages to the farm for which he, the Lessee, is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the tenant are excepted. Lessee also agrees to pay all costs of operation, including materials needed for any normal maintenance and repairs.

Lessee shall use diligence to prevent noxious weeds from going to seed on the farm. Treatment of any noxious weed infestation and cost thereof shall be the responsibility of Lessee.

Lessor reserves all hunting, fishing, and recreational rights and privileges. Lessee may not themselves nor permit others to hunt, fish, or recreate on the premises without the prior written permission of Lessor.

5. **Breach**

In case of breach of Lessee of any of the covenants or agreements herein mentioned by them to be performed, then and in that case, this lease shall terminate without notice of any kind; and upon its termination, either by reason of lapse of time or breach of any of the covenants or agreements herein, it shall be lawful for Lessor to re-enter said premises and remove and put out Lessee.

6. **Termination**

The only continuing right that the Lessee shall have past any lease termination date is the singular right to harvest any crops that are already growing on the farm at the time of lease termination. Immediate and complete possession of the farm shall be given up by Lessee on any lease termination date subject only to the immediate preceding right.

7. **Environmental**

Except for pesticides, herbicides and other chemicals customarily used in agricultural operations in the ordinary course of Lessee's business upon the premises, Lessee shall not cause or permit any hazardous material to be brought upon, kept, used, stored, generated, or disposed of on, in or about the premises by Lessee, its agents, employees, contractors or invitees. Lessee agrees to keep complete and accurate records of all pesticides, herbicides and other agricultural chemicals applied on the premises, the application rates and fields where pesticides, herbicides and other agricultural chemicals are applied and upon request by Lessor shall provide Lessor copies of all such records.

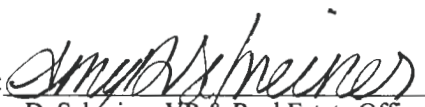
8. **Arbitration of Differences**

Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and the committee's decision shall be accepted by both parties.

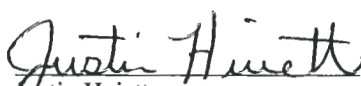
IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

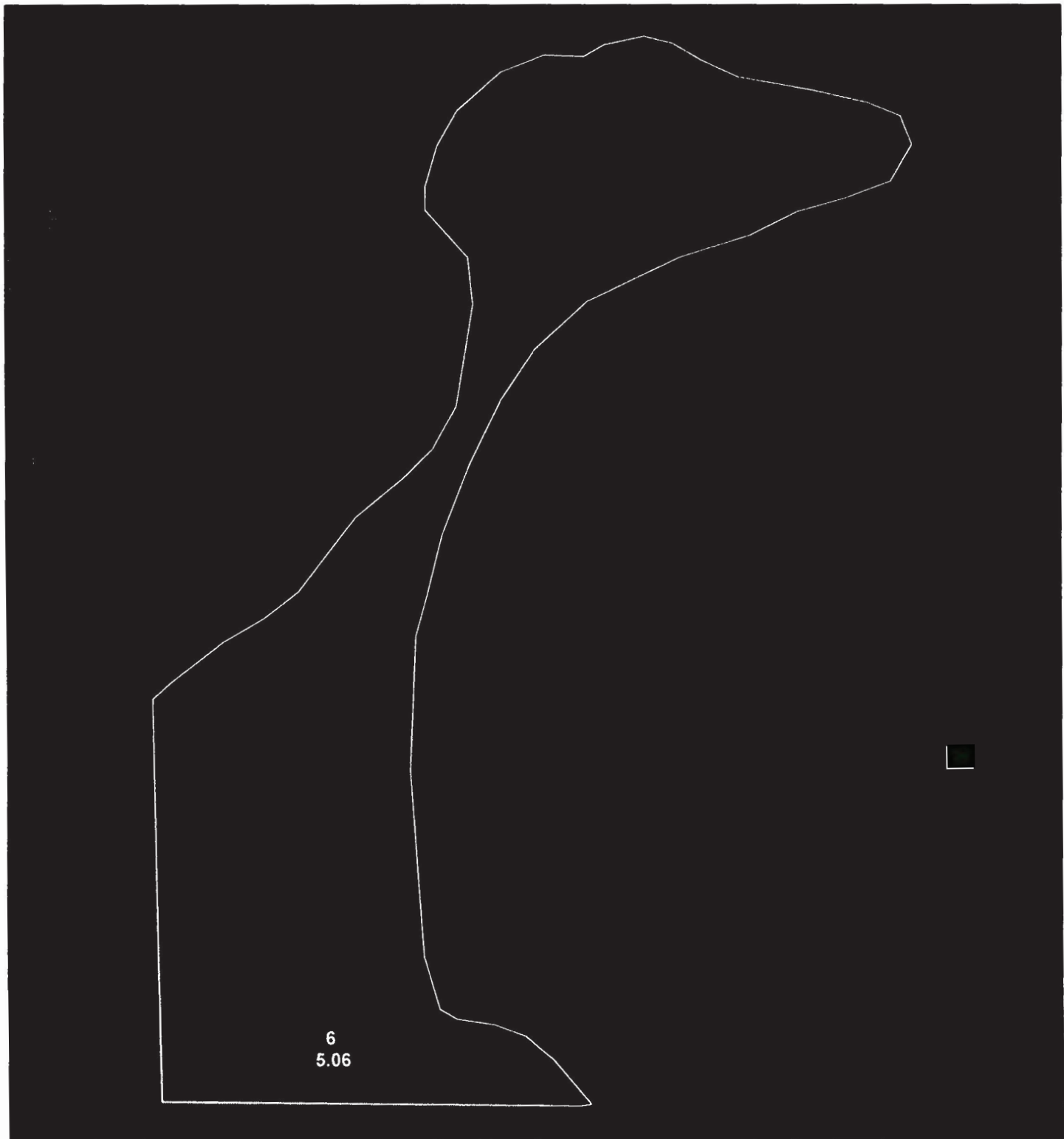
Graves Farms, LP, LESSOR

By: Advantage Trust Company, Agent

By: 
Amy D. Schreiner VP & Real Estate Officer
PO Box 1337
227 South Santa Fe
Salina, KS 67402-1337
785-452-3561

Justin Huiett, LESSEE


Justin Huiett
2740 Kiowa Rd
Longford, KS 67458



USDA United States Department of Agriculture
Farm Service Agency

Ottawa County, Kansas

October 11, 2016

Farm: 5945
Tract: 4727

*Unless noted on field, all Corn Grain Sorghum/Milo
Oats Soybeans Sunflowers & Wheat have an Inten-
ded use code of Grain (GR) & an Irrigated Practice
of Non-Irrigated (NI).*

Grass/SMO/FG _____
Grass/SMO/LS _____
Grass/SMO/GZ _____

Grass/NAG/GZ _____
Grass/NAG/FG _____
Grass/NAG/LS _____

Disclaimer: Wetland identifiers do not represent
the size, shape or specific determination of the
area. Refer to your original determination
(CPA-026 and attached maps) for exact wetland
boundaries and determinations, or contact NRCS.