



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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (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.

Issued By:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

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(612) 371-1111

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Brent Wa

By

C Monroe

President

Authorized Signatory

Attest

David Wald

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- 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 is not liable for any other amendment to this Commitment.

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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.

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 - Exceptions 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 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.

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

Issuing Agent: Acisure Title of Kansas
Issuing Office: 615 N Main St, El Dorado, KS 67042
Issuing Office's ALTA® Registry ID: 1238779
Loan ID No.:
Commitment No.: BU-25-14208-1
Issuing Office File No.: BU-25-14208
Property Address: 00000 Road, Cottonwood Falls, KS 66845
00000 TP Rd, Cottonwood Falls, KS 66845
Revision No.: 2nd Revised 8-21-2025/LT

**SCHEDULE A
COMMITMENT**

1. Commitment Date: July 17, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00 Premium: \$
 - b. ALTA Short Form Residential Loan Policy - Assessments Priority (2021)
Proposed Insured:
Proposed Amount of Insurance: \$0.00 Premium: \$
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:

Carla L. Gilbert and Mary B. Wheeler
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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SCHEDULE B I 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.
5. FURNISH an Owner's Affidavit and Certification.
6. Intentionally Deleted.
7. RECORD A Warranty Deed from Carla L. Gilbert and Mary B. Wheeler, stating marital status and joined by spouse if any to To Be Determined, along with the Kansas Real Estate Validation Questionnaire fully completed and signed to accompany the Deed.
8. Record Release of First Negotiaiton from Byron R. Yeager and Cally D. Yeager for a Document filed May 13, 2022 as Document No. [202200241](#).

Tax ID [106-14-0-00-00-003.00-0](#):

Taxes for 2024:

General Tax: \$524.65

Special Assessments: \$0.00

Total: \$524.65

Taxes for the year 2024 are paid in full . Section 14

Tax ID [105-15-0-00-00-002.00-0](#):

Taxes for 2024:

General Tax: \$1,730.51

Special Assessments: \$0.00

Total: \$1,730.51

Taxes for the year 2024 are paid in full . Section 15

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy No.: BU-25-14208-1

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.

STANDARD EXCEPTIONS

2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

3. Taxes for the year 2025 Generals and Specials and subsequent years.
4. Division of Water Resources Permit No. PCS-0030 recorded January 4, 2016 as Document NO. [201600002](#). Section 14.
5. Division of Water Resources Permit No. PCS-0031 recorded January 4, 2016 as Document NO. [201600003](#). Section 15.
6. Division of Water Resources Permit No. PCS-0032 recorded April 21, 2017 as Document NO. [201700220](#). Section 14.
7. Easement for ingress and Egress recorded May 13, 2022 as Document No. [202200242](#). Section 15
8. Change in the area of the Land by erosion or accretion and the consequences of any future change in the location of South Fork of the Cottonwood River.

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SCHEDULE B - PART II

(Continued)

9. Right of way easement granted to The Flint Hills Rural Electric Cooperative association recorded May 24, 1966 in [Book L-16, Page 101](#). Section 15
10. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of, which forms the boundary of the Land, without diminution or pollution.
11. The consequence of any past or future change in the location of , which forms the boundary of the Land, including any dispute arising over the location of the old bed thereof, or any variance in the boundary of the Land as originally conveyed and the boundary as now used and occupied.
12. Terms and provisions of Oil and Gas Lease recorded November 28, 1979 in [Book L-49, Page 337](#), for the purposes of mining and operating for oil and gas for a term of 5 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. Section 14 and 15

We follow the mineral title no further.

13. Rights of Tenants now in possession of the Land by either month-to-month or under written leases.

NOTE: This exception may be removed upon receipt of the signed seller(s) affidavit stating there are no tenants in possession of this property.

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EXHIBIT A

The land referred to in this Commitment is described as follows:

Tract 1

The South Half of the Northwest Quarter and all that Part of the Northwest Quarter of the Southwest Quarter which lies East of the Center of South Fork of the Cottonwood River all in Section 14, Township 20 South, Range 8 East of the 6th P.M., Chase County, Kansas. Subject to public road.

AND

The South Half of the Northeast Quarter in Section 15, Township 20 South, Range 8 East of the 6th P.M., Chase County, Kansas.

Tract 2

The Northwest Quarter and the Northeast Quarter of the Southwest Quarter all in Section 15, Township 20 South, Range 8 East of the 6th P.M., Chase County, Kansas

EXCEPT

A tract in the West Half of Section 15, Township 20 South, Range 8 East of the 6th P.M., Chase County, Kansas, as Surveyed by Aaron C. Davis PS1368 on February 2, 2022 and being more particularly described as follows:

Commencing at the Northeast Corner of the West Half of Said Section 15; thence South 00°24'15" West (Basis of Bearings) on the East line of said West Half for 1547.00 feet to the point of beginning; thence North 89°25'59" West for 203.49 feet to a pipe corner fence post; thence North 09°52'01" West for 68.89 feet to a pipe corner fence post; thence South 84°31'59" West for 133.83 feet to a pipe corner fence post; thence South 35°15'43" West for 207.48 feet to a pipe corner fence post; thence North 89°19'32" West for 196.14 feet to a pipe corner fence post; thence South 21°58'23" West for 288.48 feet to a pipe corner fence post; thence South 72°26'38" West for 87.27 feet to a pipe corner fence post; thence South 01°11'24" West for 418.86 feet to a pipe corner fence post; thence South 89°52'41" East for 234.24 feet to an iron pine with PS 1368 ID Cap; thence North 02°26'51" East for 77.86 feet to a pipe corner fence post; thence North 32°27'08" East for 471.25 feet to an iron pine with PS 1368 ID Cap; thence North 88°12'13" East for 371.64 feet to the East line of said West Half; thence North 00°24'15" East on said East line for 336.00 feet to the point of beginning.
all in Section 15, Township 20 South, Range 8 East of the 6th P.M., Chase County Kansas. Subject to public road