

SCHEDULE A

ALTA Commitment

FILE NO.: 2310216


1. Commitment Date: **December 20, 2023, at 8:00 am**
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:
 - (c) _____ ALTA® _____ 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, **Fee Simple** at the Commitment Date vested in: **SMITH FARMS, INC.,**
5. The Land is described as follows:

NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWENTY-SEVEN (27) SOUTH, RANGE TWENTY-EIGHT (28) WEST OF THE 6TH P.M., GRAY COUNTY, KANSAS.

Issued through the Office of:

**HIGH PLAINS TITLE, LLC
107 GUNSMOKE, P. O. BOX 878
DODGE CITY, KANSAS 67801**

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

Authorized Signature  MITCH L. LITTLE

By

Attest


President
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Schedule B-I

ALTA Commitment

Requirements

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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. Executed by Smith Farms, Inc., to (To Be Determined)**
(Kansas Real Estate Sales Validation Questionnaire must accompany said Deed)
6. **Furnish company with RESOLUTION from Smith Farms, Inc., authorizing the execution and delivery of all instruments necessary for the consummation of this transaction by the proper officers.**
Along with a copy of the Certification of Good Standing with the State of Kansas.
7. **Any defect, liens, encumbrance, adverse claim, or other matter related to the inaccessibility of the Kansas appellate and district court records.**
We reserve the right of make additional requirements, and/or exceptions.
Execute and furnish company with Indemnity Agreement/Gap Affidavit.

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I

AMERICAN
LAND TITLE
ASSOCIATION



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.
 - (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.
3. **Taxes and special assessments for 2023 and subsequent years, not yet due and payable.**
(For Information Only: Tax I.D.#GA01510)
4. **Except and subject to rights of way and easements for roadways, streets, highways and railways.**
5. **This policy does not insure against loss or damage as a result of the denial or impairment of access over the existing roadways and railways to the insured premises.**
6. **The square footage or acreage shown on Schedule "A" is neither insured nor guaranteed, but shown for description only.**
7. **Except and subject to any mineral rights, interest and reservations of record, if any, including Oil and Gas Leases, Assignments, Memorandum's, and interest of record, if any, regarding minerals whatsoever, and all other matters thereto.**
8. **Except and subject to railroad rights of way, switch tracts, spur tracts, electric and telephone transmission lines; and to include any and all wind, wind towers and easements; and all other easements, if any over the premises.**
9. **Except and subject to any portion of the property within any public road.**
10. **Except and subject to any interest outstanding of record, in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases, easements, memorandum's and ratifications.**
11. **Including and subject to any Wind, Memorandum's, Easements, Amendments, Ratification, and or Development Plans.**
12. **Except and subject to any unrecorded Farm Leases and Water Certificates located upon subject property, if any.**

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