

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

Issuing Agent: **Joel A. Porter**

Issuing Office: **Woodson County Title**

Issuing Office's ALTA® Registry ID: **1091245**

Loan ID Number:

Commitment Number: **24-141WOB**

Issuing Office File Number: **24-141WOB**

Property Address: **0 Nebraska, Iola, KS 66749**

Revision Number:

SCHEDULE A COMMITMENT

1. Commitment Date: **April 8, 2024**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **T/B/D**
Proposed Amount of Insurance: **\$T/B/D** Premium: **T/B/D**
The estate or interest to be insured: **Fee Simple**
 - b. 2021 ALTA® Loan Policy
Proposed Insured: **T/B/D**

Proposed Amount of Insurance: **\$T/B/D** Premium: **T/B/D**
The estate or interest to be insured: **Fee Simple**
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: **Hotel Juliet, LLC, A Kansas Family Farm Limited Agricultural Company** and, as disclosed in the Public Records, has been since **January 21, 2009**
5. The Land is described as follows:

The Northeast Fractional Quarter (NE4) and the East Half of the Northeast Quarter of the Northwest Quarter (E2 NE4 NW4) of Section Six (6), Township Twenty-five (25) South, Range Eighteen (18) East of the 6th P.M., Allen County, Kansas less the following-described real property, to-wit:

Beginning at a point 973.0 feet South of the apparent Northeast (NE) corner of Section Six (6), Township Twenty-five (25) South, Range Eighteen (18) East on the East section line thence 786.7 feet West along the existing fence; thence 1745.0 feet South; thence 779.0 feet East to the apparent East Quarter corner of said section; thence 1730.7 feet North to the point of beginning; all within Section Six (6), Township Twenty-five (25) south, Range Eighteen (18) East of the 6th P.M., Allen County, Kansas containing 31.2 acres more or less.

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.

ORT Form 4757KS A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

**SCHEDULE B I
COMMITMENT
24-141WOB
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. Articles of Organization and certificate of good standing for Hotel Juliet, LLC, A Kansas Family Farm Limited Agricultural Company, shall be furnished to the title company, along with documents showing authority and proper signatory requirements to sign on behalf of Hotel Juliet, LLC, A Kansas Family Farm Limited Agricultural Company
 - b. Trust documentation showing proper signatory requirement to sign on behalf of Hanna J Wise Martial Trust B-Non Exempt and Trust documentation showing proper signatory requirement to sign on behalf of Allen F Wise Revocable Trust as members of LLC
 - c. Corporate Deed covering captioned property to be executed from Hotel Juliet, LLC, A Kansas Family Farm Limited Agricultural Company, as grantor, naming T/B/D, as grantee. Deed is to be recorded with the Allen County Register of Deeds.
 - d. T/B/D if a Mortgage is to be executed covering all of the captioned property in the amount of \$T/B/D to secure a loan from T/B/D, as mortgagors, in favor of T/B/D as mortgagee. Mortgage must be recorded with the Allen County Register of Deeds.

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**SCHEDULE B II
COMMITMENT
24-141WOB
EXCEPTIONS FROM COVERAGE**

Policy Number:

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. **General Taxes for 2024 and subsequent years and special assessments due or payable therewith. Taxes for 2023 AND PRIOR YEARS have been paid. Tract 1 – Tax ID#I000706A1; Physical address 0 Nebraska, Iola, KS 66749; Taxes for 2023 billed at \$1,227.36; Tract 2 – Tax ID#I000707; Physical address 0 Nebraska, Iola, KS 66749; Taxes for 2023 billed at \$345.04; 2024 Taxes will be prorated according to contract terms.**
3. Rights or Claims of parties in possession not shown by the public records
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey of the premises herein described.
5. 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
6. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
7. Easements or claims of easements not shown by the public records.
8. Easements and rights-of-way for roads, highways and alleys.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Any manufactured/mobile home located on the property set out on Schedule A will NOT be insured under this policy unless it is on a permanent foundation and the title is surrendered. If the manufactured/mobile home located on the property set out on Schedule A is to be insured under this policy this office reserves the right to make additional requirements or exception.
11. Unrecorded easements for water and sewer, if any.
12. The title search for title insurance purposes covers bankruptcies that may be filed in the county where the real estate being insured is located and expressly omits bankruptcies filed in the Bankruptcy court and not recorded in the County where the land is located. If a title search for bankruptcies in the Bankruptcy court is required, you should contact the Trustee in Bankruptcy, Wichita, Kansas, and request a search in the names of the predecessors in title to the property. They will be exceptions from coverage.
13. Any acreage referred to herein is referenced for informational purposes only and no certification is made hereto as to the accuracy thereof.
14. Subject to an Oil and Gas Lease dated July 30, 2002 between Allen F. Wise and Hanna J. Wise (A/K/A Hanna Wise) his wife and J. Fred Hambright, Inc. This was recorded on August 30, 2002 in Book A21 at Page 633 at the Allen County Register of Deeds; Later assigned on November 18, 2002 to Patrick DTE Exploration, LLC and recorded on May 5, 2003 in Book A32 at Page 114 at the Allen County Register of Deeds. Tract 1
15. Subject to a Right-of-Way Easement between J.W. Jean & Bessie E. Jean, husband and wife to Rural Water District No. 1, Woodson County, Kansas for a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water transmission line and incident equipment over and across, the NE¼ fractional and the E½ of the NE¼ of the NW¼ of Sec. 6, Twn. 25 S, Rg, 18 East of the 6th P.M. Easement was dated February 23, 1966 and recorded on September 7, 1967 in Book 76 of Misc. at Page 244 at the Allen County Register of Deeds. Tracts 1 & 2

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