



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

Issuing Agent: Eland Title Company, LLC
Issuing Office: 450 N. Franklin Avenue, Colby, KS 67701
Issuing Office's ALTA® Registry ID: 1134058
Loan ID No.:
Commitment No.: 251432C-1
Issuing Office File No.: 251432C
Property Address: SE/4 16-11-34, Logan County, KS

SCHEDULE A

1. Commitment Date: September 24, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
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:

Esther M. Boyd and Carolyn A. Boyd
5. The Land is described as follows:

Southeast Quarter (SE/4) of Section Sixteen (16), Township Eleven (11) South, Range Thirty-four (34) West of the 6th P.M., Logan County, Kansas.

Eland Title Company, LLC


Gabi Kennedy, Member

This page is only a part of a 2021 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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. (Documents to be listed here)
5. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title binder.
6. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Mortgagor prior to the issuance of the final title binder.
7. Procure a properly prepared and executed Warranty Deed from Esther M. Boyd, and spouse if any, as Grantor, to , Grantee, conveying the real estate described in Schedule A, and file of record in the Office of the Register of Deeds of Thomas County, Kansas, together with a fully completed and executed Kansas Sales Validation Questionnaire and the appropriate filing fee.
8. Procure a properly prepared and executed Warranty Deed from Carolyn A. Boyd, and spouse if any, as Grantor, to , Grantee, conveying the real estate described in Schedule A, and file of record in the Office of the Register of Deeds of Logan County, Kansas, together with a fully completed and executed Kansas Sales Validation Questionnaire and the appropriate filing fee.
9. Procure a properly prepared and executed Affidavit of Non-Production as to any and all term mineral reservations and/or oil and gas leases which have expired of their own terms in the absence of production, and file in the office of the Register of Deeds of Logan County, Kansas.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II - EXCEPTIONS

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. 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.
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 and special assessments for the year 2025 and subsequent years, not yet due and payable, including none. Taxes for 2024, in the amount of \$1,103.98, and all prior years are paid in full.

2024 REAL ESTATE TAXES BY LEGAL:

TRACT 1: SE/4 16-11-34 - \$1,103.98

8. In the Matter of Condemnation of Land for State Highway Purposes, filed of record on July 27, 1936 at 11:00 a.m. in Book 11M, Page 541.
9. Right of Way Lease dated August 25, 1983 Marian H. Boyd to Union Pacific Railroad Company, filed of record on October 25, 1983 at 4:00 p.m. in Book 73, Page 315.
10. Oil & Gas Lease dated August 28, 2002 between Thelbert Boyd and Marian Boyd, husband and wife to Falcon Exploration, Inc., for a term of Three (3) years, filed of record on September 6, 2002 at 10:50 a.m. in Book 124, Page 481.

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SCHEDULE B

(Continued)

11. Oil & Gas Lease dated June 9, 2009 between Thelbert Boyd and Marian Boyd, husband and wife to Rich Pfannenstiel, for a term of Three (3) years, filed of record on June 29, 2009 at 2:35 p.m. in Book 148, Page 611.

a.) Extension of Oil & Gas Lease, extending for an additional Three (3) years, filed of record on February 21, 2012 at 10:45 a.m. in Book 159, Page 620.
12. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights except in (a) or (b) appear in the Public Records or are shown in Schedule B.

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