 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	Eland Title Company, LLC – Hill City

**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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

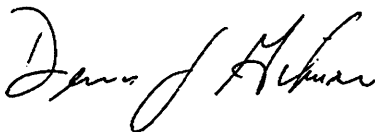
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **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



Jeffrey S. Robinson, Secretary

**Issuing Agent:**  
**Eland Title Company, LLC – Hill City**

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; 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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## 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;
- (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 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.
- (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

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- (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**


Arbitration provision intentionally removed.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>Eland Title Company, LLC – Hill City</b>

**Transaction Identification Data for reference only:**

Issuing Agent: Eland Title Company, LLC

Property Address: \_\_\_\_\_

ALTA® Universal ID: 1134058

Commitment No.: WALZ Family-Auction GH 23-413

Revision No.:

Issuing Office: 315 N. Pomeroy Ave., Hill City, Ks. 67642

Loan ID No.:

Issuing Office File No.: \_\_\_\_\_

**SCHEDULE A**

1. Commitment Date: October 5, 2023 at 8:00 a.m.

2. Policy to be issued:

(a) ALTA® Owners Policy (6/17/06)

Proposed Insured: To Be Determined

Proposed Policy Amount: \$

(b) ALTA® Loan Policy (6/17/06)

Proposed Insured: To Be Determined

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple title.

4. Title to the Fee Simple title estate or interest in the Land is at the Commitment Date vested in:

**Walz Family Partnership**

5. The Land is described as follows:

South Half (S/2) of Section Ten (10), Township Eleven (11) South, Range Thirty-one (31) West of the 6<sup>th</sup> P.M., Gove County, Kansas, LESS AND EXCEPT:

A tract of land in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) South, Range Thirty-one (31), West of the 6<sup>th</sup> P.M., more particularly described as follows:

From the Northeast corner of said Southeast Quarter (SE/4) thence S02°57'W along the East line thereof for a distance of 450.00 feet; thence N87°03'W for a distance of 90.60 feet to a point on the Westerly right-of-way of access road to I-70 Highway, to the point of beginning.

From the point of beginning continue N87°03'W for a distance of 1,065.00 feet; thence N02°57'E for a distance of 432.19 feet to the North line of said quarter section for a distance of 666.21 feet to a right-of-way marker; thence S67°48'E for a distance of 391.90 feet to a right-of-way marker; thence S02°19'E for a distance of 314.60 feet to the point of beginning.

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SCHEDULE A (Continued)

FIRST AMERICAN TITLE INSURANCE COMPANY  
Eland Title Company, LLC – Ken Eland, Member


By: Gabri Kennedy  
Authorized Signatory

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	Eland Title Company, LLC – Hill City

**Commitment No.:** WALZ Family-Auction GH 23-413

### **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. Procure a properly prepared and executed Partnership Warranty Deed from Walz Family Partnership, 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 Gove County, Kansas, together with a fully completed and executed Kansas Sales Validation Questionnaire and the appropriate filing fee.
6. Provide to this office a copy of Certificate of Good Standing from the Secretary of State for the State of Kansas as to Walz Family Partnership.
7. Procure a properly prepared and executed Affidavit of Non-Production, and file of record in the Office of the Register of Deeds of Gove County, Kansas.

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**SCHEDULE B, PART I**  
**Requirements (Continued)**

**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.
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 and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2023 are shown as being paid in full in the amount of \$2,463.82, and thereafter.
8. Oil & Gas Lease dated April 27, 2015 between Walz Family Partnership to Mull Drilling Company, Inc., for a term of Three (3) years, filed of record on June 1, 2015 at 11:57 a.m. in Book 193, Page 733.
9. Mineral Reservation in Warranty Deed dated February 10, 2003 between Geneva L. Brothers, a single person to Floyd M. Walz, as Trustee of the Floyd M. Walz Revocable Trust dated Juen 18, 1992, grantor hereby reserves their respective interest in and to the royalties paid on the production for the well designated as the "No. 1 Walz", this reservation shall terminate when the production from said well ceases and said well is plugged and abandoned, filed of record on February 28, 2003 at 11:00 a.m. in Book 141, Page 384.
10. Mineral Reservation in Warranty Deed dated February 13, 2003 between Wilma Ruth Woodhouse and Earl W. Woodhouse, wife and husband to Floyd M. Walz, as Trustee of the Floyd M. Walz Revocable Trust dated Juen 18, 1992, grantor hereby reserves their respective interest in and to the royalties paid on the production for the well designated

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**SCHEDULE B, PART II**  
**Exceptions (Continued)**

as the "No. 1 Walz", this reservation shall terminate when the production from said well ceases and said well is plugged and abandoned, filed of record on February 28, 2003 at 11:00 a.m. in Book 141, Page 383.

11. Oil & Gas Lease dated August 23, 1990 between Leah M. Walz and Floyd M. Walz, wife and husband; Wilma R. Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to J. Fred Hambright, Inc., for a term of Two (2) years, with an option to extend for an additional One (1) year, filed of record on September 19, 1990 at 11:00 a.m. in Book 107, Page 685.
12. Oil & Gas Lease dated August 4, 1989 between Leah M. Walz and Floyd M. Walz, wife and husband; Wilma R. Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to J. Fred Hambright, Inc., for a term of One (1) year, filed of record on September 5, 1989 at 8:15 a.m. in Book 104, Page 101.
13. Oil & Gas Lease dated January 26, 1988 between Leah M. Walz and Floyd M. Walz, wife and husband; Wilma R. Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to Donald C. Slawson, for a term of Two (2) years, filed of record on February 25, 1988 at 11:00 a.m. in Book 98, Page 997.
14. Oil & Gas Lease dated January 26, 1988 between Leah M. Walz and Floyd M. Walz, wife and husband; Wilma R. Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to Donald C. Slawson, for a term of Two (2) years, filed of record on February 25, 1988 at 11:00 a.m. in Book 98, Page 995.
15. Oil & Gas Lease dated January 26, 1988 between Leah M. Walz and Floyd M. Walz, wife and husband; Wilma R. Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to Donald C. Slawson, for a term of Two (2) years, filed of record on February 25, 1988 at 11:00 a.m. in Book 98, Page 993.
16. Right of Way Grant dated December 5, 1985 between Leah M. Walz and Floyd Walz, wife and husband; Wilma R. Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to K N Energy, Inc., to survey, construct, install, maintain, renew, repair, replace and operate pipelines for the transportation of gas, gasoline, petroleum products, filed of record on April 28, 1986 at 11:00 a.m. in Book 91, Page 316.
17. Oil & Gas Lease dated November 5, 1984 between Leah Walz and Floyd Walz, wife and husband; Wilma Woodhouse and Earl Woodhouse, wife and husband; Geneva Brothers and Gordon Brothers, wife and husband to Dane G. Hansen Trust, for a term of Three (3) years, filed of record on November 29, 1984 at 11:00 a.m. in Book 83, Page 806.
18. Easement dated December 12, 1980 between Leah M. Walz and Floyd M. Walz, wife and husband; Wilma Ruth Woodhouse and Earl Woodhouse, wife and husband; Geneva L. Brothers and Gordon Brothers, wife and husband to Dennis Beamer and Ella S. Beamer, for the purpose of an access road, filed of record on December 18, 1980 at 11:00 a.m. in Book 65, Page 650.

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