

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 EXTRACTIONAL 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Huron Title Company
2260 Kansas Ave. SE, Suite 1; P.O. Box 563
Huron, SD 57350
(605)352-6157

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

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—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 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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Old Republic National Title Insurance Company

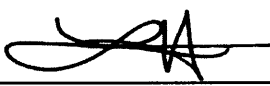
SCHEDULE A

Address reference (not applicable to coverage):

Office File Number: 03-26-00254

1. Commitment Date: August 3, 2026 at 07:30 AM
2. Policy or policies to be issued:
 - a. 2021 ALTA Owner's Policy (07/01/2021)
☒ Standard Coverage ☐ Extended Coverage
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA Loan Policy (07/01/2021)
☐ Standard Coverage ☐ Extended Coverage
Proposed Insured:
Proposed Amount of Insurance:
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:
First Bank & Trust, Trustee of the Ronnie and Deborah Baruth Charitable Remainder Trust dated June 26, 2026
5. The Land is described as follows:
North Half of Section 31, Township 109, Range 62, Beadle County, South Dakota

Old Republic National Title Insurance Company

By: **Huron Title Company**2260 Kansas Ave. SE, Suite 1, Huron, SD 57350
(605)352-6157

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Old Republic National Title Insurance Company

SCHEDULE B - PART I

ALTA COMMITMENT

Office File Number: 03-26-00254

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. A Trustee's Deed executed by authorized person(s) of First Bank & Trust as Trustee of the Ronnie and Deborah Baruth Charitable Remainder Trust dated June 26, 2026, with properly executed certificate of trustee attached, to new buyer(s).
 - b. We must be provided with the purchaser's name and the purchase amount, and/or the Lender's name and loan amount, at which time our policy premium charge will be adjusted accordingly. We reserve the right to make additional exceptions and requirements upon receipt of the same.

The marital status of all grantors and/or mortgagors must be stated in all documents, and the spouses of said grantors or mortgagors, and anyone who does or will have a Homestead interest in the property, must join in the execution of the documents.

5. If it is desired that any liens listed on Schedule B - Part II not be shown on the final policy to be issued, we require a satisfaction release for each lien be obtained and duly filed for record.
6. Require an Affidavit of Identity be recorded stating Debra Kay Baruth and Deborah Baruth, whos names appear in the chain of title, are one and the same persons, if that is the case.

If one and the same persons:

Obtain and record an affidavit of possession pursuant to SDCL 43-30-7.

Subject to further requirements.

END OF SCHEDULE B - PART I

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Old Republic National Title Insurance Company

SCHEDULE B - PART II
ALTA COMMITMENT

Office File Number: 03-26-00254

Exceptions From Coverage

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. Easements, or claims of easements, or roads and highways, not shown by the public records.
3. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
4. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
5. Any Service, installation or connection charge for sewer, water or electricity.
6. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, or other hydrocarbons.
7. Coverage extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts in Beadle County, SD.
8. Rights and claims of parties in possession.
9. Construction, Mechanic's Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
10. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
11. Last Half of 2025 real estate taxes due and payable in 2026 are unpaid as follows:
\$1,767.85, ID: 728 - NE 1/4
\$1,587.89, ID: 729 - NW 1/4
12. Rights of tenants in possession, if any.
13. Subject to unrecorded leases, if any.

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SCHEDULE B - PART II

EXCEPTIONS

(Continued)

Office File Number: 03-26-00254

14. Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.
15. Reservations in Patent as follows: subject to any vested and accrued water rights for mining, agricultural manufacturing or other purposed, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor, of vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.
16. Contract and Grant of Easement filed August 31, 1951 in Book 308, Page 544, grants to the United States of America, its successors and assigns, a perpetual easement over, across and through the NW 1/4 of 31-109-62, Beadle Co., SD; the center line of the route of said line of poles and wires to be erected across said lands shall be as follows: beginning at a point on the south line of said NW 1/4, 1320.0 feet westerly of the SE corner of said NW 1/4; then N. 16 degrees 35'49" E, 2780.6 feet to a point on the north line of said NW 1/4, 526.0 feet westerly of the NE corner of said NW 1/4, with the right, privilege and easement to construct, operate, and maintain an electric transmission line with all poles, guys, and supports. (See recorded document for further details).
17. Easement for Waterfowl Management Rights to United States of America, its successors and assigns, as created by and subject to terms, covenants and conditions set forth in the grant recorded December 23, 1963 in Book 349, Page 529, records of Beadle County, South Dakota, over and across T. 109 N., R. 62 W., 5th PM, Section 31, fractional N 1/2, Beadle County, South Dakota.
18. Vested Drainage Right Form filed June 29, 1992 in Book 486, Page 178. (copy attached)
19. Easement for Waterfowl Habitat Protection to United States of America, its successors and assigns, as created by and subject to terms, covenants and conditions set forth in the grant recorded October 5, 2022 in Disk 1J, #140J, records of Beadle County, South Dakota, over and across T. 109 N., R. 62 W., 5th PM, Section 31, the west 891 feet of the E 1/2 NW 1/4, except the north 1,848 feet of the west 330 feet, the south 792 feet of lot 2 (and other land), Beadle County, South Dakota.

END OF SCHEDULE B - PART II

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Prepared By:

STATE OF _____)
:SS
COUNTY OF _____)

CERTIFICATE OF TRUSTEE

_____, being first duly sworn on oath says, that:

1. Affiant is the trustee (one of the trustees) named in the Trust Instrument.
Name of Trust: _____
Established on _____
With _____ as grantor(s), and
With _____ as the original Trustee(s).
This Certificate of Trust relates to real property in _____ County, _____, legally
described as follows:

2. The names(s) and address(es) of the trustee(s) empowered by the Trust Instrument to act at the time of the
execution of this Certificate are as follows:

3. The Trustee(s) who have executed that certain instrument relating to the real property described above
between _____, as Trustee(s) and
_____, dated _____.
 - a. are empowered by the provisions of the trust to sell, convey, pledge, mortgage, lease, or transfer
title to any interest in real property held in trust; and
 - b. are the requisite number of trustees required by the provisions of the trust to execute and deliver
such an instrument.
4. The Trust has not terminated and has not been revoked
-OR-
4. The Trust has terminated (or has been revoked). The execution and delivery of the instrument described in
paragraph 3 has been made pursuant to the provisions of the Trust.
5. There has been no amendment to the Trust which limits the power of trustee(s) to execute and deliver the
instrument described in paragraph 3.
6. The Trust is not supervised by an court.
-OR-
6. The Trust is supervised by the _____ Court of _____ County, _____.
7. Affiant does not have actual knowledge of an facts indicating that the Trust is invalid.

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My commission expires: _____

Notary Public

VESTED DRAINAGE RIGHT
REGISTRATION FORM

Claimant of Vested Drainage Right:

Name Kunze Marie V
(Last) (First) (Middle Initial)

Address 2021 OHIO SW APT C3
City Huron State SD Zip Code 57350

Co-Owner or Other Interest Owner:

Name _____
Address _____
City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained (dominant estate):

NE 1/4 of the 1/4 of Sec. 36, Twp. 109, Rg. 63, in the County of Beadle

B. State the legal description of the land onto which the water is drained (servient estate):

NW 1/4 of the 1/4 of Sec. 31, Twp. 109, Rg. 62, in the County of Beadle

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):

____ 1/4 of the ____ 1/4 of Sec. _____, Twp. _____, Rg. _____, in the County of _____

3. The man made modifications consist of Ditch, Culvert (i.e. drain tile, ditch, levee, dike, etc.).
Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3 ft. deep and 80 ft. long):

C 2 FT deep 20 FT wide 100 Rod Long 0.2 FT deep 20 FT wide 100 Rod Long F 2 FT deep 20 FT wide
30 Rod Long F 2 FT deep 5 FT wide 2 Rod Long (Same as F) H 18 in Culvert

4. The claimed drainage right has existed since:

A. _____ / _____ / HO'S or
Month Day Year

B. _____ Unknown

5. State the general course and direction of the flow of water by means of the drainage right:

NORTH East

6. State the general course and direction of the natural flow:

A. X Same as paragraph 5; or

B. _____

7. State any facts you believe relevant to the vested drainage rights:

Dated this 29 day of Jun, 1992

Marie V Kunze

STATE OF SOUTH DAKOTA

COUNTY OF Beadle

SS

On this 29 day of Jun, before me, K.O. Kautz,
the undersigned officer, personally appeared Marie V Kunze, known to me or satisfactorily
proven to be the person whose name Marie V. Kunze subscribed to the within instrument
and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

SEAL

K.O. Kautz
Beadle County Auditor
Title of Officer

My commission expires _____

VESTED DRAINAGE RIGHT FORM

1. Claimant of Vested Drainage Right:

Name Kunze Marie V
(Last) (First) (Middle)

Address 2021 Ohio St Apt C3
Political Subdivision or Company name (if applicable)

City Huron State SD Zip Code 57350

Co-Owner or Other Interest Owner:

Name _____

Address _____

City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained:

NE 1/4 of Sec. 36, Twp 109 Rg. 63 in the County of Beadle

B. State the legal description of the land onto which the water is drained:

SW 1/4 of Sec. 36, Twp 109 Rg. 63 in the County of Beadle

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right:

NW 1/4 of Sec. 36, Twp 109 Rg. 63 in the County of Beadle

3. The man made modifications consist of Ditch (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map.

A 3 FT Deep 2.5 FT Wide 10 Rod Long B 3 FT Deep 2.5 FT Wide 40 Rod Long

4. State the general course and direction of the water flow by means of the drainage right:

West Southwest

5. State the general course and direction of the natural flow:

A. ☒ Same as section 4; or

B. _____

STATE OF SOUTH DAKOTA) SS.

COUNTY OF BEADLE.)

Filed June 29 19 92

at 5 o'clock and 30 minutes P.M.

and recorded in Book 416 on page

178 of the records of my office.

Barbara Kelley

Register of Deeds

By _____ Deputy

Fees \$ 7.00

6. State any facts you believe relevant to the vested drainage rights:

B. Unknown

Dated this 29 day of June, 19 92

Marie V Kunze

Signatures of claimants

State of SD)

County Of Beadle) SS

On this 29 day of June, before me, K.O. Kauth

the undersigned officer, personally appeared Marie V Kunze

known to me or satisfactorily proven to be the person whose name(s) _____

acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

SEAL

K.O. Kauth

Beadle County Auditor

Title of Officer

My commission expires _____