



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Scott County Abstract & Title Co., Inc.
 Issuing Office: 516 Main St., P.O. Box 363, Scott City, KS. 67871
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 10600
 Issuing Office File No.: PRELIM - 10600
 Property Address: SW/4 18-19-34, Scott County, KS 67871
 Revision No.:

SCHEDULE A

1. Commitment Date: December 13, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA®ALTA Own. Policy 2006 Policy
 Proposed Insured: TBD
 Proposed Policy Amount:
 - (b) ALTA®ALTA Loan Policy 2006 Policy
 Proposed Insured: TBD
 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, at the Commitment Date, vested in:
 - Undivided one-fourth (1/4) Interest: Johnathan Fountain
 - Undivided one-fourth (1/4) Interest: Patrick Fountain
 - Undivided one-fourth (1/4) Interest: Beth Cunningham
 - Undivided one-fourth (1/4) Interest: Melinda Redfern
5. The Land is described as follows:

Southwest Quarter (SW/4) of Section Eighteen (18), Township Nineteen (19) South, Range Thirty-four (34) West of the 6th Principal Meridian, Scott County, Kansas

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; and Schedule B, Part II-Exceptions.

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Schedule A
(Continued)

Commitment No.: 10600

Scott County Abstract & Title Co., Inc.

By: 

Thomas R. Shirley

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Schedule BI & BII

Commitment No.: 10600

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. Furnish Deed executed by Jonathan Fountain and spouse, if any, to _____, which is to be recorded.
6. Furnish Deed executed by Patrick Fountain and spouse, if any, to _____, which is to be recorded.
7. Furnish Deed executed by Beth Cunningham and spouse, if any, to _____, which is to be recorded.
8. Furnish Deed executed by Melinda Redfern and spouse, if any, to _____, which is to be recorded.

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.

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Schedule BI & BII
(Continued)

Commitment No.: 10600

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 2024 and subsequent years, not yet due and payable.
8. Taxes for last half of 2023.
9. Financing Statements, if any, affecting crops growing or to be grown on the land in question.
No liability is assumed hereunder for financing statements not recorded in the Real Estate records, which may affect crops growing or to be grown on the land hereinbefore described.
10. Any claim based upon rights of others in and to any unrecorded road rights-of-way.
11. Any claim to (a) ownership of or rights to minerals and similar substances, included 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 excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
12. Terms and provisions of the Oil and Gas Lease executed by Alice Fountain, a single woman, to J. Fred Hambright dated June 8, 2009 and filed July 6, 2009 in Book 229, Page 6, for a term of three (3) years from date, or Production.
13. Terms and provisions of the Oil and Gas Lease executed by Alice Fountain, a single person, to King Minerals dated June 18, 2025 and filed July 13, 2015 in Book 276, Page 154, for a term of three (3) years from date, or Production.

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