



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance 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.


Countersigned by:



Authorized Countersignature

Phillips County Abstract Company
Company Name

Holyoke, CO 80734
City, State




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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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;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature 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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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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SCHEDULE A

Order Number: 807030

1. Effective date: March 3, 2026 at 7:00 A.M.

| | |
|-------------------------------------|---------------------|
| 2. Policy or Policies to be issued: | Amount of Insurance |
| A. ALTA Owner's Policy | \$TO BE DETERMINED |
| Proposed Insured: | |
| TO BE DETERMINED | |

| | |
|---------------------|----|
| B. ALTA Loan Policy | \$ |
| Proposed Insured: | |

| | |
|----|----|
| C. | \$ |
|----|----|

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

DIRKS FARM, LTD.

4. The land referred to in this commitment is described as follows:

Township 8 North, Range 42 West of the 6th P.M.

Section 29: NW¼ and Lots 1, 2 and 3,

County of Phillips, State of Colorado.

Authorized Countersignature

SCHEDULE B - Section 1

Order Number: 807030

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

| | |
|---|------------------|
| A. Total Premium due for Owner's Policy | TO BE DETERMINED |
| Cost of Tax Certificate | <u>\$10.00</u> |
| Total | TO BE DETERMINED |

IF THIS TRANSACTION DOES NOT CLOSE, THERE WILL BE A \$100.00 CANCELATION FEE.

- B. Payment of all taxes and assessments currently due and payable if any.
- C. Partnership and/or Operating Agreement of DIRKS FARM, LTD. - DIRKS FARMS LTD., a Colorado Limited Partnership to be furnished to title for their file.
- D. Duly executed and recorded Statement of Authority evidencing existence of DIRKS FARM, LTD. - DIRKS FARMS LTD., a Colorado Limited Partnership and the name and position of the person or persons authorized to execute instruments affecting title to the real property on behalf of the entity.
- E. Deed from DIRKS FARM, LTD., also DIRKS FARMS LTD., a Colorado Limited Partnership to TO BE DETERMINED.
- F. Stewart Title Guaranty Company Indemnity and Affidavit as to Debts, Liens, and Possession signed by the Seller, to be retained in the title file and not recorded in the Phillips County, CO records.
(supplied with this Commitment)

Authorized Countersignature



SCHEDULE B - Section 2
Exceptions

Order Number: 807030

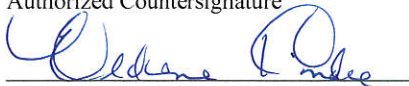
The Policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

(See Tax Certificate attached)

6. Subject to taxes for the year 2026, and subsequent years, special assessments or charges not certified to by the County Treasurer.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims, or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a) (b) (c) or (d) are shown by the public records or listed in Schedule B.
8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, 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 reservation of right of proprietor of any penetrating vein or lode to extract his ore, as contained in the following Patents from UNITED STATES OF AMERICA: to EDWARD SHAFER, dated 8-19-1891, recorded 11-6-1891, Book 32, Page 18, Reception #-- of the Phillips County, CO records, on Lots 1-3 of 29-8-42, and to JOHN FREEL, dated 6-14-1889, recorded 8-5-1907, Book 62, Page 41, Reception #21104 of the Phillips County, CO records, on NW¼ 29-8-42.
9. RESERVING, HOWEVER, unto the Grantors, their successors or assigns, the right to keep in place, use, maintain, and assign the use thereof of a plastic water line for agricultural irrigation purposes along the West portion of the NW¼ of Section 29 for the useful life of said plastic water line, as contained in Warranty Deed from DUDDEN ELEVATOR, INC., to DIRKS FARM, LTD., dated 12-2-1988, recorded 12-15-1988, Book 243, Page 408, Reception #197348 of the Phillips County, CO records, on NW¼ and Lots 1-3 of 29-8-42.

Authorized Countersignature



IN ORDER TO DELETE ANY OF THE FOLLOWING STANDARD EXCEPTIONS THE COMPANY REQUIRES THE FOLLOWING:

- Parties in possession exception of this commitment may be deleted upon inspection of the subject property. In some cases, the Company will accept, prior to closing, an affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the subject property other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.
- Easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current certificate of survey of the subject property, duly certified by a registered land surveyor, and stating that it was made in accordance either with the Minimum Standard Detail Requirements for Land Title Surveyors as adopted by ALTA or the Colorado State Land Survey Standards.

The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property.

Any specific item, shown by this review and examination is to be specifically excepted in the policy. Ideally, the survey should run to Stewart Title Guaranty Company in order that privity be established between the surveyor and the Company.

- Mechanic Lien exception may be deleted:
- Upon examination and inspection by the Company of the subject property in question and determination of the completion and full payment of the improvements erected on the subject property.
- If at the time of closing, the Company is furnished with an affidavit executed by the record owner of the subject property stating that there have been no improvements within the mechanic's lien period as prescribed by the Colorado Statutes.

NOTE: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that PHILLIPS COUNTY ABSTRACT COMPANY conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 will not appear on the Owner's Title Policy and the Lender's Policy when issued.

NOTE: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanics and materialmen's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity Agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.


Authorized Countersignature

PHILLIPS COUNTY TREASURER CERTIFICATE OF TAXES DUE

Account Number R000558
Parcel 050529100055
Assessed To
DIRKS FARMS LTD
32287 COUNTY RD 51
AMHERST, CO 80721-9706

Certificate Number 7016
Order Number
Vendor ID 1
Phillips County Abstract Company
PO Box 246
Holyoke, CO 80734-0246

Legal Description: Quarter: NW Section: 29 Township: 8 Range: 42 & LOTS 1,2,3
Situs Address: NE 29/8/42

| Year | Tax | Interest | Fees | Payments | Balance |
|---|------------|----------|--------|--------------|---------------|
| Tax Charge | | | | | |
| 2025 | \$1,402.72 | \$0.00 | \$0.00 | (\$1,402.72) | \$0.00 |
| Total Tax Charge | | | | | \$0.00 |
| Grand Total Due as of 03/05/2026 | | | | | \$0.00 |

Tax Billed at 2025 Rates for Tax Area 0100 - - 0100

| Authority | Mill Levy | Amount | Values | Actual | Assessed |
|-----------------------------|-------------------|-----------------|-----------------------------|-----------------|-----------------|
| RE-1J SCHOOL DISTRICT - GEN | 27.0030000 | \$490.92 | DRY FARM LAND- AGRICLTRL | \$67,320 | \$18,180 |
| RE-1J SCHOOL DISTRICT - BON | 3.0210000 | \$54.92 | | | |
| Taxes Billed 2025 | 30.0240000 | \$545.84 | Total | \$67,320 | \$18,180 |

Tax Billed at 2025 Rates for Tax Area 0100 - - 0100

| Authority | Mill Levy | Amount | Values | Actual | Assessed |
|-------------------------------|-------------------|-----------------|-----------------------------|-----------------|-----------------|
| PHILLIPS COUNTY | 22.4500000 | \$408.14 | DRY FARM LAND- AGRICLTRL | \$67,320 | \$18,180 |
| ROAD & BRIDGE | 3.7300000 | \$67.81 | | | |
| PHILLIPS COUNTY CAPITAL | 0.5000000 | \$9.09 | Total | \$67,320 | \$18,180 |
| PHILLIPS COUNTY DSS | 1.6000000 | \$29.09 | | | |
| HOLYOKE FIRE DISTRICT | 3.5000000 | \$63.63 | | | |
| EAST PHILLIPS COUNTY HOSPIT | 10.3130000 | \$187.49 | | | |
| EAST PHILLIPS COUNTY HOSPIT | 3.3870000 | \$61.58 | | | |
| FRENCHMAN GROUNDWATER MNGT | 0.1530000 | \$2.78 | | | |
| PHILLIPS COUNTY RECREATION | 1.0000000 | \$18.18 | | | |
| HAXTUN CONSERVATION DIST | 0.5000000 | \$9.09 | | | |
| Taxes Billed 2025 | 47.1330000 | \$856.88 | | | |



All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the treasurer's office will need to be contacted prior to remittance after the following dates:
Personal Property and Manufactured Homes - September 1; Real Property - October 1.

TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.

Special Taxing Districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal this day 3-5-2026

TREASURER, PHILLIPS COUNTY, STEVE D. YOUNG, BY _____
221 S INTEROCEAN AVE
PO BOX 267

**PHILLIPS COUNTY TREASURER
CERTIFICATE OF TAXES DUE**

HOLYOKE CO 80734-0267

TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS, AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY

GF #807030
SUBJECT PROPERTY
NW1/4 & Lots 1-3 of 29-8-42, Holyoke, CO 80734
STATE OF COLORADO
COUNTY OF PHILLIPS

Before me, the undersigned authority on this day personally appeared

DIRKS FARMS LTD
Owner-Borrower
Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of the affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or lender in this transaction that to my knowledge there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, Venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interest on such property secured by financing statement, security agreement or otherwise except the following:

| Secured Party | Approximate Amount |
|---------------|--------------------|
| NONE, EXCEPT | |
| | |

2. No loans or liens (including Federal or State Liens and Judgement Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

| Creditor | Approximate Amount |
|--------------|--------------------|
| NONE, EXCEPT | |
| | |

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated and I hereby declare that all sum money due for the erection of improvements have been fully paid and satisfied.

4. No parties in possession other than affiant except as follows: NONE, EXCEPT

5. To be filled in if sale - The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity(as defined in the Internal Revenue Code and Income Tax Regulations). Seller=s U.S. employer identification number (or social security number) is: _____

Sellers address (office address, if seller is an entity; home address if seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY=S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER: CURRENTLY APPLY TO SUCH PROPERTY, OR, A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein purchasing same or lending have authority to sign on its behalf.

DIRKS FARMS LTD.

Sworn to and subscribed before me this _____ day of _____, 2026.

My commission expires:

Notary Public in and for the County of Phillips
State of Colorado

**NOTE: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form and fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc. call your manager or Houston Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by Regulation or otherwise.

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

DISCLOSURES

File No.: _____

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that _____ conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-12, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: _____

THE UNITED STATES OF AMERICA.

Certificate No. 51.

To all to Whom these Presents shall come, GREETING:

Whereas, Julian V. Wetherbee of Phillips County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Sterling, Colorado, whereby it appears that full payment has been made by the said

Julian V. Wetherbee according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West

Quarter of the South East Quarter of Section Eight and the North West Quarter of the North East Quarter and the South Half of the North East Quarter of Section Seventeen in Township Six North of Range Fifty Two, West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Julian V. Wetherbee

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Julian V. Wetherbee and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Julian V. Wetherbee and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, 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 a 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; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

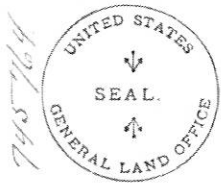
GIVEN under my hand, at the City of Washington, the eleventh day of January, in the year of our Lord one thousand eight hundred and ninety-two and of the Independence of the United States the one hundred and sixtieth

By the President: Benjamin Harrison, Secretary: E. Masfurland, Recorder of the General Land Office: D. P. Roberts

Recorded, Colorado Pat. Page

Filed for Record the 26th day of Nov. A. D. 1917 at 2:20 o'clock P. M.

G. L. Coleman, Recorder, R. P. Evans, Deputy.



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P. 41

No. 31104

PRE-EMPTION AND CASH ENTRY PATENT.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

THE UNITED STATES OF AMERICA.

Certificate No. 7632

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, John Fuel of Chas. County Nebraska

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver Colorado whereby it appears that full payment has been made by the said John Fuel according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for

The North West Quarter of Section Twenty-Nine in Township Eight North of Range forty-two, West of the Sixth Principal Meridian in Colorado.
Containing One Hundred and sixty acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

John Fuel

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said John Fuel

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

John Fuel

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, 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 a 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; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the fourteenth day of June, in the year of our Lord one thousand ~~nine~~ ^{Eight} hundred and Eighty-Nine, and of the Independence of the United States the one hundred and Thirtieth

BY THE PRESIDENT: Benjamin Harrison
By Wm. M. Keane Secretary.



By W. Tyler Recorder of the General Land Office.
ad interim

Recorded, Colorado Vol. 9, Page 458

Filed for Record the 5th day of August, A. D. 1907, at 7:20 o'clock P.M.

By Leon Kehler Recorder.
By Mattie Slagle Deputy.

B.
P. 32
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THE UNITED STATES OF AMERICA,

Certificate No. 1233

To all to Whom these Presents shall come, GREETING:

Whereas, Edward Shaffer of Pueblo County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Durango, Colorado whereby it appears that full payment has been made by the said Edward Shaffer

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the best numbered four of Section twenty and the Lots numbered one two and three of Section twenty nine in Township eight North of Range forty two West of the Sixth Principal Meridian in Colorado containing one hundred and twenty nine acres and twenty one hundredths of an acre

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Edward Shaffer

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Edward Shaffer and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Edward Shaffer and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, 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 a 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.

In Testimony Whereof, I, Chester A. Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the sixteenth day of August, in the year of our Lord one thousand eight hundred and ninety one, and of the Independence of the United States the one hundred and sixteenth



BY THE PRESIDENT: Chester A. Harrison
By Allen Mansfield Secretary.
J. P. Conwell Recorder of the General Land Office.

Recorded, Vol. 27 Page 12

Filed for Record the 6 day of Nov ad interim A. D. 1891, at 10 o'clock A. M.

By Paul L. Mansfield Deputy.

Recorded at 2:53 o'clock P. M. Dec. 15, 1988
Reception No. 197348 Marylouise Evans Recorder.

Book 243 Page 408
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DUDDEN ELEVATOR, INC.

a corporation duly organized and existing under and by virtue of the laws of the State of NEBRASKA, } STATE OF COLORADO } ss.
County of Phillips }

whose address is P. O. Box 60, Ogallala, NE 69153

County of KEITH, and State of NEBRASKA, for the consideration of ONE HUNDRED SEVENTEEN THOUSAND & NO DOLLARS (\$117,000.00) in hand paid, hereby sell(s) and convey(s) to

DIRKS FARM, LTD., L. D. DIRKS, General Partner,

whose legal address is 925 Frenchman Heights, Holyoke CO 80734, County of Phillips, and State of Colorado, the following real property in the County of Phillips, and State of Colorado, to wit:

The Northwest Quarter (NW 1/4) and Lots One (1), Two (2) and Three (3) of Section Twenty-nine (29), Township Eight North (8N), Range Forty-two (42) West of the 6th P.M., RESERVING, HOWEVER, unto the Grantors, their successors or assigns, the right to keep in place, use, maintain, and assign the use thereof of a plastic water line for agricultural irrigation purposes along the West portion of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29) for the useful life of said plastic water line.

(Lots 1, 2 and 3 are evidenced by Torrens certificates in the Torrens System of Land Registration.)

also known as street and number

STATE DOCUMENTARY TAX
Date 12-15-88
1170

with all its appurtenances, and warrant(s) the title to the same, subject to easements, reservations, restrictions and right-of-ways now in use or of record; oil, gas and other mineral reservations; leases and conveyances now of record; any liability by reason of inclusion in the Frenchman Ground Water Management District or other public regulatory authorities; and subject to that certain farm lease in favor of Western Nebraska Farm Company.

Signed this 2nd day of December, 1988, DUDDEN ELEVATOR, INC.,

John M. Fuller, Sr.
Secretary

By *[Signature]*
President



NEBRASKA }
STATE OF COLORADO } ss.
County of KEITH }

The foregoing instrument was acknowledged before me this 2nd day of December, 1988, by CARRETT B. DUDDEN as President and RICHARD A. DUDDEN as Secretary of DUDDEN ELEVATOR, INC., a corporation.

My commission expires
Witness my hand and official seal.

GENERAL NOTARY - State of Nebraska
WANDA M. MOORE
My Comm. Exp. April 2, 1990

Wanda M. Moore
Notary Public.