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 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

aughtrande

Kerry L. Brandenburger Title Examiner 104 S. Lincoln St. Aberdeen, SD 57401 605-225-1330

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

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This page is only part of a 2016 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.

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.

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- (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

- (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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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.

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COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent: Titles of Dakota Issuing Office: Aberdeen, SD ALTA[®] Universal ID: Loan ID No .: Commitment No.: 82936-TI Issuing Office File No.: 82936-TI Property Address: multiple

SCHEDULE A

- 1. Commitment Date: August 18, 2022 at 07:45 AM
- 2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06) Proposed Insured: TBD Proposed Policy Amount: \$TBD
 - b. ALTA Loan Policy (06/17/06) Proposed Insured: TBD Proposed Policy Amount: \$TBD
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- The Title is, at the Commitment Date, vested in: 4.

Robbins Trust

Schedule A

5. The Land is described as follows:

Parcel 1: North Half of the Southeast Quarter of Section 21, Township 125, Range 60 West of the 5th P.M., Brown County, South Dakota

Parcel 2: North Half of the Northeast Quarter of Section 30, Township 123 North, Range 65 West of the 5th P.M., Brown County, South Dakota

Parcel 3: Southeast Quarter of Section Five, Township One Hundred Twenty North, Township Sixty-one West of the 5th P.M., Spink County, SD (SE 1/4 5-120-61, EX RR ROW)

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Kerry L. Brandenburger Title Examiner 104 S. Lincoln St. Aberdeen, SD 57401 605-225-1330

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By Monroe Attest Down Wold President

Secretary

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COMMITMENT FOR TITLE INSURANCE

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. The marital status of all grantors and/or mortgagors must be stated in all documents, and the spouse of said grantors or mortgagors, and anyone who does or will have a homestead interest in the property, must join in the execution of documents.
- 6. We require that a Certified Copy of Patent be recorded as to N1/2 SE1/4 Section 21-125-60.
- 7. Procure and record a properly executed Certificate of Trust in accordance with SDLRC 55-4-51.3 regarding Robbins Trust. NOTE: The Certificate of Trust must be executed simultaneously with the conveyance being insured.
- 8. A properly executed Deed from Robbins Trust to TBD.
- 9. A properly executed mortgage from TBD, and spouse if married, to .
- 10. Pay or take subject to Real Estate Taxes as referenced in Schedule B-II.
- 11. Complete and return buyers/borrowers/sellers affidavit at the time of closing.
- 12. The proposed insured has not been submitted at this time to our company, and is subject to approval by the company. NOTE: This should not be used for sale or mortgage purposes on said premises, as further requirements may be requested.

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AMERICAN Land title

SCHEDULE B

(Continued)

13. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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SCHEDULE B (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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 4. Easements, or claims of easements, not shown by the public records.
- 5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Subject to any 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 notice of such proceedings, whether or not shown by the records of such agency or by the public records.
- 7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- 8. Subject to any setback lines and utility easements that may exist.

BROWN COUNTY (PARCELS 1 AND 2)

9. Real Estate Taxes for the year 2021, payable in 2022, in the amount of \$1,758.63, are paid in full. Parcel ID #102112560SE0011. Parcel Key #2047. (Parcel 1)

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82936-TI



SCHEDULE B

(Continued)

- 10. Real Estate Taxes for the year 2021, payable in 2022, in the amount of \$867.57, are paid in full. Parcel ID #213012365NE0000. Parcel Key #5822. (Parcel 2)
- 11. Statutory easement for highway along the section line bounding the land herein described.

SPINK COUNTY (PARCEL 3)

- 12. 2021 Real Estate Taxes payable in 2022 are due and payable January 1, 2022, in the original amountof \$1,448.26 are paid in full. (DOE # 001058)
- 13. Reservations contained in the United States Patent recorded as follows: SE 1/4 5-120-61 June 12, 1896 Book 33, Page 148 reciting as follows: Subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purpose and right 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 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.
- 14. A perpetual easement for the purpose shown below and rights incidental thereto as set forth in the right-of-way easement to run with the land together with the right of ingress and egress: Granted to: WEB Water Development Association, Inc. Purpose: Rural water system Signed: Nina Hopfner NEVER A TITLE OWNER OF SAID PROPERTY Covers: SE 1/4 5-120-61, Spink County, SD Easement shall be 30' in width, the center line of which is 15' on each side of the centerline of the pipeline as constructed, and insofar as possible, the centerline shall be 15' inside of the fence line, which fence line is the boundary of the property of the Grantors.

END OF SCHEDULE B

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WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	 The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and employment information Mortgage rates and payments and account balances Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

epublic are?	Can you limit this sharing?
	Νο
	We don't share
	We don't share
	Νο
	We don't share
	We don't share
	We don't share
	ontact (Is)

Go to <u>www.oldrepublic.com</u> (Contact Us)

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Who we are				
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.			
What we do				
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <u>https://www.oldrepublictitle.com/privacy-policy</u> .			
How does Old Republic Title collect my personal information?	 We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 			
Why can't I limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law. 			
Definitions				
Affiliates	 Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina. 			
Non-affiliates	 Companies not related by common ownership or control. They can be financial and non-financial companies. Old Republic Title does not share with non-affiliates so they can market to you 			
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.			

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Affiliates Who May be Delivering This Notice						
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC		
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.		
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company		
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.		
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.		
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon		
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.		
RamQuest Software, Inc.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina		
Trident Land Transfer Company, LLC						

Note: If the answer to the question is "none", write "none" on each line.

SELLER'S AFFIDAVIT - ENTITY

(Name) of ROBBINS TRUST, BEING FIRST DULY SWORN, ON OATH

STATES THAT:

 The above named is the ______ of Robbins Trust, Seller, as shown by that certain Title Insurance Commitment 82936-TI issued by Titles of Dakota as agent for Old Republic National Title Insurance Company covering the property described as

Parcel 1: North Half of the Southeast Quarter of Section 21, Township 125, Range 60 West of the 5th P.M., Brown County, South Dakota

Parcel 2: North Half of the Northeast Quarter of Section 30, Township 123 North, Range 65 West of the 5th P.M., Brown County, South Dakota

Parcel 3: Southeast Quarter of Section Five, Township One Hundred Twenty North, Township Sixty-one West of the 5th P.M., Spink County, SD (SE 1/4 5-120-61, EX RR ROW),

and being the ______ is authorized to make this affidavit and sign all closing documents on behalf of Robbins Trust for the above referenced transaction.

- 2. Said entity's principal place of business is at: multiple.
- 3. There have been no:
 - a) Bankruptcy or dissolution proceedings involving said entity during the time the said entity has had any interest in the premises described above. ("Premises");
 - b) Unsatisfied judgments of record against said entity nor any actions pending in any courts, which affect the Premises;
 - c) Tax liens filed against said entity; except as herein stated:
- 4. Any bankruptcy or dissolution proceedings of record against the entity with the same or similar names, during the time period in which the above named entity had any interest in the Premises, are not against the above named entity.
- 5. Any judgments or tax liens of record against entities with the same or similar name are not against the above entity.
- 6. There has not been any labor or materials furnished during the last 120 days nor have any materials or labor been ordered, except as stated herein:
- 7. There are no unrecorded mortgages, liens, contracts, leases, agreements, easements or other agreements or interests relating to the Premises except as stated herein:
- 8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:
- 9. There are no encroachments, overlaps or boundary line questions affecting the Premises of which Affiant has knowledge, except as herein stated: _____

- 10. There are no unpaid taxes, assessments, or utility bills against said property for which the undersigned has knowledge, except as stated herein:
- 11. Affiant is not aware of nor has been notified of any violations of local setback or building regulations or violations of any covenants/restrictions of record, except as stated herein:
- 12. There are no mobile or manufactured homes located upon said property that would have a Title or Manufactured Statement of Origin; EXCEPT AS STATED HEREIN: _____

Each Affiant knows the matters herein stated are true.

AFFIANT(S):

Notary Public

My commission expires:

By:	Sign	Date		
	Sign	Date		
	Printed Name	Title		
Subsc	ribed and sworn before me this	day of	,20	
In witn	ess whereof I hereunto set my hand	and official seal.		
		(SEAL)		