

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

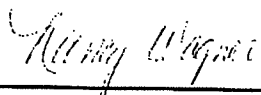
Address reference (not applicable to coverage):

Office File Number: 03-23-00688

1. Commitment Date: December 28, 2023 at 07:30 AM
2. Policy or policies to be issued:
 - a. ALTA Own. Policy (06/17/06)
[X] Standard Coverage [] Extended Coverage
Proposed Insured: to be determined
Proposed Policy Amount: \$ 1,000.00
 - b. ALTA Loan Policy (06/17/06)
[] Standard Coverage [] Extended Coverage
Proposed Insured:
Proposed Policy Amount:
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:
Debra Boomsma and Lisa Boomsma
5. The Land is described as follows:
Section 15, Township 113, Range 64, Beadle County, South Dakota

Old Republic National Title Insurance Company

By: _____


Huron Title Company

2260 Kansas Ave. SE, Suite 1; P.O. Box 563, 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: 03-23-00688

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. Warranty Deed from Debra Boomsma, with marital status stated, and Lisa Boomsma, with marital status stated, as Grantors to the new buyer(s). The spouse(s) of all Grantors (if any) must join in the execution of said Deed or in the alternative grantor(s) must certify to the non-homestead status of described property.

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. Huron Title Company reserves the right to make further requirements when more information is disclosed.

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: 03-23-00688

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. Conditions, Reservations and Provisions contained in any United States or State Patent, or any applicable enabling acts.

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Schedule B2 - ALTA Commitment 2021 v. 01.00
07/01/2021

(03-23-00688.PFD/03-23-00688/5)

SCHEDULE B - PART II
EXCEPTIONS
(Continued)

Office File Number: 03-23-00688

12. All of 2022 real estate tax due and payable in 2023 is paid as follows:
\$2,025.02, ID: 6713, NE 1/4
\$2,076.00, ID: 6716, SE 1/4
\$2,029.18, ID: 6714, NW 1/4
\$2,084.48, ID: 6715, SW 1/4
13. Rights of tenants in possession, if any.
14. Subject to unrecorded leases, if any.
15. Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.
16. Railroad right of way through the East Half of Section 15, Township 113, Range 64, Beadle County, South Dakota

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(03-23-00688.PFD/03-23-00688/5)

SCHEDULE B - PART II
EXCEPTIONS
(Continued)

Office File Number: 03-23-00688

17. This Commitment/Policy neither covers nor insures minerals or the mineral estate or the insured land and no examination was made under the mineral estate referenced in the following recorded instruments:

Reservations as recited in Warranty Deed filed June 22, 1951 in Book 307, Page 532 as follows: Saving, excepting and reserving, unto The Union Central Life Insurance Company, its successors and assigns, from the E ½ of Section 15, Township 113, Range 64, Beadle Co., SD, an undivided one-half of the oil, gas and other hydrocarbons and minerals now or at any time hereafter situated therein and thereunder, together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property and also the right to drill for, produce and use water from the said real property in connection with drilling or mining operations. Instrument Describing Severed Mineral Interests filed June 18, 1979 in Book 412, Page 184 recites among other things that the Union Central Life Insurance Company is the owner of record of, and hereby claims an interest in, those severed mineral interests described as: A one-half mineral interest in the East Half of Section 15, Township 113, Range 64, Beadle Co., SD. (and other lands). Notice of Intent to Preserve Mineral Rights filed Dec. 9, 2002 in Disk 2F, # 1829 recites among other things that The Union Central Life Insurance Company intends to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title) affecting E ½ of Section 15, Township 113, Range 64, Beadle Co., SD. (and other lands). Notice of Intent to Preserve Mineral Rights filed Feb. 28, 2022 in Disk 1J # 481G recites among other things that Ameritas Life Insurance Corp., successor-in-interest to The Union Central Life Insurance Company intends to preserve a mineral interest in E/2 Sec. 15, T 113N, R 64W, Beadle Co., SD (and other lands).

Oil, Gas and Mineral Lease filed Sept. 1, 1953 in Book 323, Page 158 by and between Frank C. Braun and Fern M. Braun, Lessor, and James E. Crawford, Lessee, on SW ¼ of Section 15, Township 113, Range 64, Beadle Co., SD. (and other lands). Assignment of Oil and Gas Lease filed Oct. 24, 1953 in Book 323, Page 195 assigns above lease from James E. Crawford to Patsy R. Shuffield. Assignment of Oil and Gas Lease filed Jan. 14, 1954 in Book 323, Page 253 assigns above lease and assignment from Patsy R. Shuffield to B. H. Grube.

All minerals and mineral rights conveyed to the following by various instruments: Mesquite Land Co., AZL Minerals, INC., ALZ Petroleum Corp., AZL Petroleum Corp., AZL Resources, Inc., Baca Petroleum Corp., and The Baca Corporation. (SW ¼ of Section 15, Township 113, Range 64) Notice of Claim to Severed Mineral Interests filed Aug. 17, 2009 in Disk 1g # 309X recites among other things that Conocophillips Company (successor in interest to Phillips Petroleum Company and Conoco Inc.) makes its statement of claim to the mineral interest on land located in Beadle County, South Dakota: T113 N R64 W Sec. 15 SW (and other land). Notice of Claim to Severed Mineral Interests filed Jan. 28, 2019 in Disk 1H # 981Z recites among things that Conocophillips Company (successor in interest to Phillips Petroleum Company and Conoco Inc.) claim to preserve mineral interest on land located in Beadle County, South Dakota: T113N R64W Sec. 15 SW (and other land).

18. An Easement for Waterfowl Management Rights to United States of America, its successors or assigns, as created by and subject to terms, covenants and conditions set forth in the grant recorded May 26, 2005 in Disk 1g, # 154F, Records of Beadle County, South Dakota, over and across T. 113 N., R. 64 W., 5th PM, Section 15, All. Also described as the NE 1/4, NW 1/4, SW 1/4, SE 1/4, Beadle County, South Dakota.

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SCHEDULE B - PART II
EXCEPTIONS
(Continued)

Office File Number: 03-23-00688

19. An Easement for Waterfowl Habitat Protection to United States of America, its successors or assigns, as created by and subject to terms, covenants and conditions set forth in the grant recorded May 26, 2005 in Disk 1g, # 155F, Records of Beadle County, South Dakota, over and across T. 113 N., R. 64 W., 5th PM, Section 15, All. Also described as the NE 1/4, NW 1/4, SW 1/4, SE 1/4, Beadle County, South Dakota.
20. Mortgage:
Dated: October 30, 2020.
Filed: November 2, 2020 at 12:30 PM.
Disk: M1g #: 170W
Mortgagor: Lisa Boomsma, single and Debra Boomsma, single.
Mortgagee: Farm Credit Services of American, FLCA, Omaha, NE.
To secure an indebtedness not to exceed \$
Mortgaging: East Half of Section 15, Township 113, Range 64, Beadle Co., SD.
21. Huron Title Company reserves the right to make further exceptions when more information is disclosed.

END OF SCHEDULE B - PART II

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Schedule B2 - ALTA Commitment 2021 v. 01.00
07/01/2021

(03-23-00688.PFD/03-23-00688/5)

2-28-22
15
4816

122638

INDEXED ☒
RECORDED ☒
COMPARED ☒

FEES 30.00
5 Pages

Prepared by and when recorded return to:
Mary Cunningham
Ameritas Life Insurance Corp.
P.O. Box 81889, Lincoln, NE 68501-1889
(402)325-4215

STATE OF SOUTH DAKOTA } SS
COUNTY OF BEADLE }
Filed FEB 28 2022
2 o'clock — minutes PM
recorded in Disk 154816
of the records in my office,
[Signature]
Register of Deeds

NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS

This notice is intended to preserve a mineral interest in the below described real property from extinguishment or abandonment.

Claimant Name: Ameritas Life Insurance Corp., successor-in-interest to The Union Central Life Insurance Company

Mailing Address: Ameritas Life Insurance Corp.
Attn: Minerals Dept
P.O. Box 81889
Lincoln, NE 68501-1889
Email: minerals@ameritas.com Phone: 800-864-6888

Mineral Interest Description and Real Property (see attached Exhibit A for legal descriptions) and copies of merger documents (labeled Exhibit A).

Any and all mineral rights, regardless of character, whether fungacious or nonfungacious, organic or inorganic, whether created by grant or reservations, regardless of form, whether a fee or lesser interest, Mineral, royalty or leasehold, absolute or fractional, corporeal or incorporeal, including express or implied appurtenance surface rights, owned or claimed to be owned by Claimant in any real property situated in the County of Beadle State of SOUTH DAKOTA.

Ameritas asserts under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and Ameritas is informed and believes that the information contained in this notice is true.

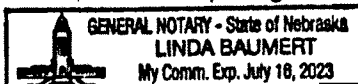
BY THIS DOCUMENT, AMERITAS LIFE INSURANCE CORP. HEREBY GIVES NOTICE OF ITS CLAIM TO THE ABOVE DESCRIBED MINERAL INTEREST AND DOES NOT INTEND TO ABANDON THE SAME.

Ameritas Life Insurance Corp. a Nebraska corporation

Diane Meyer
Diane Meyer, VP-Financial Reporting & Accounting

State of Nebraska }
County of Lancaster }

The foregoing instrument was acknowledged before me this 23rd day of February, 2022 by Diane Meyer, the 2nd VP-Financial Reporting & Accounting of Ameritas Life Insurance Corp., on behalf of said corporation.



My Commission Expires: July 16, 2023

Linda Baumert
Linda Baumert, Notary Public - State of Nebraska

Exhibit A
Mineral Rights Property Listing

State	County	Section	Township	Range	Gross Acres	Net Acres	Description
SD	Beadle	1	112N	59W	213.8	106.9	LOT 1 CONT.67.27 ACRES LOT 2 CONT. 66.53 ACRES & S/2NE/4 CONT.80 ACRES, ALL IN SEC.1, T 112N, R 59W, TOTAL 213.80 ACRES.
SD	Beadle	12	111N	59W	160	80	NE/4 SEC. 12, T.111N, R.59W,
SD	Beadle	15	113N	64W	320	160	E/2 SEC.15, T 113N, R 64W
SD	Beadle	17	113N	59W	80	40	S/2SW/4 SEC.17, T.113N, R.59W
SD	Beadle	18	110N	63W	483.66	241.83	S/2 SEC.18, T.110N, R.62W, CONT. IN ALL 483.66 ACRES.
SD	Beadle	18	111	61	476.99	238.49	FR'L. SW/4 SEC.18 LESS STRIP 17 FT. ADJ. & PARL. TO RW 33 FT. WIDE ALG. W. SIDE CONT. 1.03 ACRES CONT. 156.99 ACRES, ALSO E/2 SEC.18 CONT. 320 ACRES. ALL IN T 111, R.61, CONT. IN ALL 476.99 ACRES.
SD	Beadle	24	109N	60W	320	160	E/2, SEC.24, T.109N, R.60W.,
SD	Beadle	24	110N	63W	0	0	NE/4 SEC.24, T.110N, R.63W
SD	Beadle	28	112N	60W	160	80	SE/4 SEC 28, T.112N, R.60W,
SD	Beadle	28	113N	60W	80	40	N/2NE/4 SEC. 28, T 113N, R 60W,
SD	Beadle	29	113N	63W	480	240	NE/4 SEC.29, SE/4 SEC.29, & SW/4 SEC.29, ALL IN T113N, R 63W, OF 5TH P.M.
SD	Beadle	3	113N	59W	320	160	S/2 SEC.3, T.113N., R.59W.

Exhibit A
Mineral Rights Property Listing

State	County	Section	Township	Range	Gross Acres	Net Acres	Description
SD	Beadle	3	113N	61W	160.6	80.3	NE 1/4 SEC. 3, T. 113N, R. 61W, 5TH P.M. CONT. 160.60 ACRES.
SD	Beadle	30	112N	62W	319.1	159.55	Sec. 30: E/2 rel. 0.9 acres within a channel of creek running diagonally NW & SW across said land.
SD	Beadle	32	112N	65	0	0	SW/4, CONT 160 ACRES OF SEC 32, T. 112N, R 65, ALL W OF 5TH P.M., CONT IN ALL 315.64 ACRES. CONV. 2.04 ACRES R/W. LEAV. 313.60 ACRES.
SD	Beadle	33	110N	59W	320	160	W/2 SEC. 33, T. 110N, R. 59W, OF 5TH P.M.,
SD	Beadle	33	111N	61W	159.25	79.625	NW/4 SEC. 33, T. 111N, R. 61W CONT. 159-1/4 ACRES.
SD	Beadle	4	112N	63W	240	120	S/2 SW/4 SEC. 4, ALL IN T. 112N, R. 63W,
SD	Beadle	4	112N	63W	0	0	S/2 SW/4 SEC. 4, ALL IN T. 112N, R. 63W,
SD	Beadle	5	111N	65	313.6	156.8	NW 1/4, LESS R.R. RW, 155.64 ACRES OF SEC 5, T. 111N R 65,
SD	Beadle	7	113N	59W	315.99	157.99	N/2, EX 1 ACRE FOR SCHOOL PURPOSES, SEC 7, T. 113N, R 59W, OF 5TH P.M., CONT 315.99 ACRES.
SD	Beadle	9	112N	63W	0	0	NE/4 SEC. 9, ALL IN T. 112N, R. 63W,

ARTICLES OF MERGER
OF
EXHIBIT A THE UNION CENTRAL LIFE INSURANCE COMPANY
INTO
AMERITAS LIFE INSURANCE CORP.

Pursuant to the provisions of Neb. Rev. Stat. § 21-20, 128 through 21-20, 133 of the Nebraska Business Corporation Act, the undersigned corporation adopts the following Articles of Merger for the purpose of merging The Union Central Life Insurance Company into Ameritas Life Insurance Corp.

1. The name of the surviving corporation is Ameritas Life Insurance Corp. and the name of the merged corporation is The Union Central Life Insurance Company.
2. An Agreement and Plan of Merger has been duly adopted by the boards of directors of both corporations and is attached hereto.
3. As provided for in Neb. Rev. Stat. § 21-20, 131, shareholder approval of this merger is not required since The Union Central Life Insurance Company is a wholly owned subsidiary of Ameritas Life Insurance Corp.
4. The merger shall take effect on July 1, 2014.

Under penalties of perjury, we declare that these Articles of Merger have been examined by us and are, to the best of our knowledge and belief, true, correct and complete.

Dated this 27th day of December, 2013.

Ameritas Life Insurance Corp.

By: JoAnn M. Martin
JoAnn M. Martin, President & CEO
Ameritas Life Insurance Corp.

Attest:

Robert G. Lange
Robert G. Lange, Assistant Secretary
Ameritas Life Insurance Corp.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 27th day of December, 2013, by Robert G. Lange, Assistant Secretary of Ameritas Life Insurance Corp., a Nebraska corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Kimberly S. Crook
Notary Public

My commission expires 8-24-2014

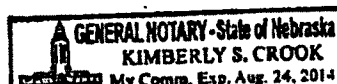


EXHIBIT A

STATE OF NEBRASKA

United States of America, }
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

the attached is a true and correct copy of Articles of Merger of

THE UNION CENTRAL LIFE INSURANCE COMPANY

with registered office located in LINCOLN, Nebraska, merging into

AMERITAS LIFE INSURANCE CORP.

with registered office located in LINCOLN, Nebraska as filed in this office on February 19,
2014 with an effective date of July 1, 2014.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

April 15, 2014

John A. Gale
Secretary of State

UNITED STATE DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Richard A. Boomsma and Sally Ann Boomsma, husband and wife of Huron, SD parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901; and the Land and Water Conservation Fund Act, 16 U.S.C. 4601-9(a)(1), authorize the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of **Forty One Thousand One Hundred and no/100** Dollars (\$41,100.00), the parties of the first part do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within 9 months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States.

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or manmade causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal subdivision(s) in Beadle County, State of South Dakota, to-wit:

T. 113 N., R. 64 W., 5th P.M.

Section 15, All. Also described as the NE1/4, NW1/4, SW1/4, SE1/4.

Subject, however, to all valid existing rights-of-way for highways, road, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

The parties of the first part, for themselves, their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise, of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to
Richard Boomsma 19975 394th Ave. Huron, SD 57350
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.
- 4a. The vendors agree that the consideration for the easement be drawn in favor of Richard A. Boomsma and Farm Services of America. 23 9-22-04
Agency 23 9-22-04

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 22nd day of September, 20 04.

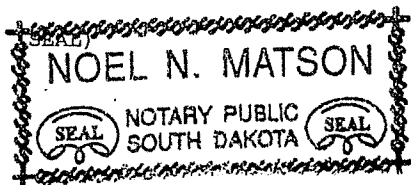
Richard A. Boomsma (L.S.)
Richard A. Boomsma

Sally Ann Boomsma (L.S.)
Sally Ann Boomsma

ACKNOWLEDGMENT

STATE South Dakota)
COUNTY OF Beadle) ss

On this 22nd day of September, 20 04 before me personally appeared Richard A. Boomsma and Sally Ann Boomsma, husband and wife of Huron, SD known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



Notary Public: [Signature]

My commission expires: 2-23-07

ACCEPTANCE

The Secretary of the Interior, acting by the through his authorized representative, has executed this agreement on behalf of the United States this _____ day of _____, 20____.

THE UNITED STATES OF AMERICA

By: /s/ HARVEY L. WITTMER

Title: CHIEF, DIVISION OF REALTY

U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

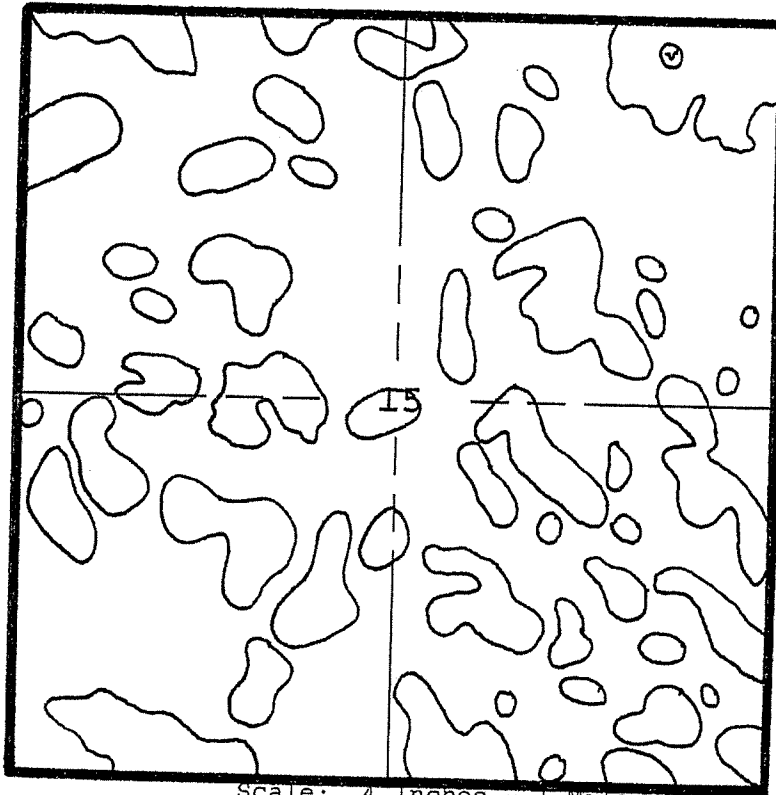
Boomsma, Richard A.

MAP 1 of 1

TRACT (440X)

WATERFOWL PRODUCTION AREA Beadle COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 113 N., R. 64 W., 5th PRINCIPAL MERIDIAN

Section 15, All. Also described as the NE1/4, NW1/4, SW1/4, SE1/4.



Scale: 4 inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 9-22-04 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

Richard A. Boomsma

Sally Ann Boomsma

LEGEND

Landowner Signatures

Boundary of Easement Description



Wetlands covered by provisions of the easement

prepared by: Noel N. Matson, Realty Specialist

Date: 9-8-04

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE, by and between Richard A. Boomsma and Sally Ann Boomsma, husband and wife of Huron, SD hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901; and the Land and Water Conservation Fund Act, 16 U.S.C. 460 1-9(a)(1), authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of **Three Hundred Three Thousand Six Hundred Fifty and 1/100 **Dollars (\$303,650.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress and egress extends to, over, across and through any and all lands within the following-described legal subdivision(s) in Beadle County, State of South Dakota, to-wit:

T. 113 N., R. 64 W., 5th P.M.

Section 15, All. Also described as the NE1/4, NW1/4, SW1/4, SE1/4.

SUBJECT, however, to all statutory rights-of-way and other valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within 9 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, and any other person or person claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows:
There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map, Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to
Richard A. Boomsma 19975 394th Ave. Huron, SD 57350
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. Payment of the consideration will be made by a United States Treasury check after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.
- 3a. The vendors agree that the consideration for the easement be drawn in favor of **Richard A. Boomsma** and **Farm Services of America**. *83 9-22-04*
Agency 2B 9-22-04

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 22nd day of September in the year 20 04.

Richard A. Boomsma
Richard A. Boomsma

(L.S.)

Sally Ann Boomsma
Sally Ann Boomsma

(L.S.)

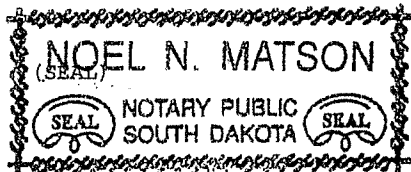
(L.S.)

(L.S.)

ACKNOWLEDGMENT

STATE South Dakota
COUNTY Beadle) ss

On this 22nd day of September in the year 20 04 before me personally appeared **Richard A. Boomsma** and **Sally Ann Boomsma**, husband and wife of Huron, SD known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



Notary Public: [Signature]

My commission expires: 2-23-07

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this MAY 10 2005 day of MAY, 20 2005.

THE UNITED STATES OF AMERICA

/s/ HARVEY L. WITTMIER

By: _____

Title: CHIEF, DIVISION OF REALTY

U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

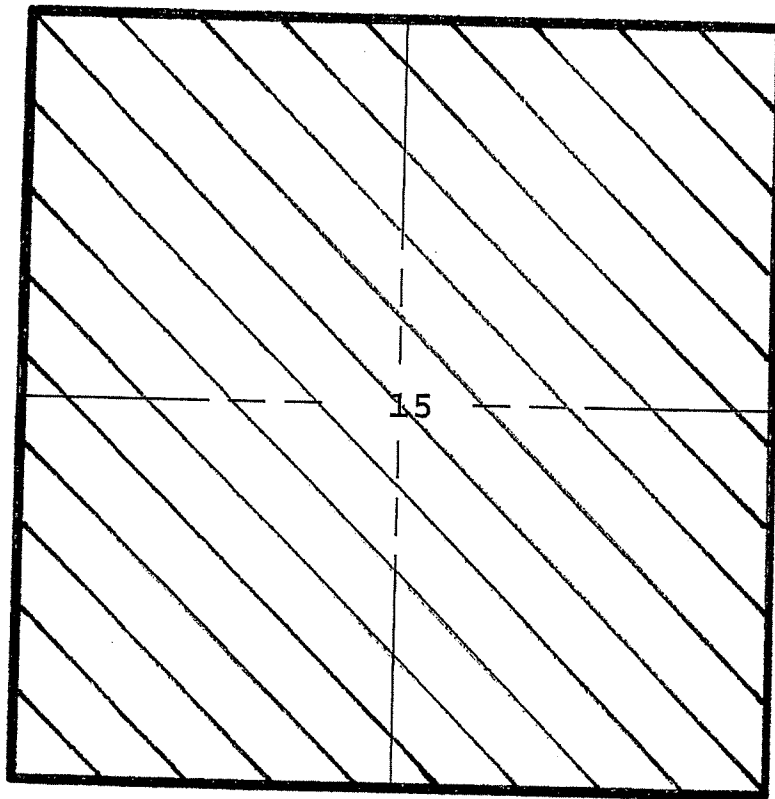
Boomsma, Richard A.

MAP 1 of 1

TRACT (440G)

WILDLIFE MANAGEMENT AREA Beadle COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 113 N., R. 64 W., 5th PRINCIPAL MERIDIAN

Section 15, All. Also described as the NE1/4, NW1/4, SW1/4, SE1/4.



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 9-22-04
which the parties of the first part agree to maintain as a Wildlife Management Area.


Richard A. Boomsma

Sally Ann Boomsma

Landowner Signatures

LEGEND

—— Boundary of Easement Description

 Lands covered by provisions of the easement

prepared by: Noel N. Matson, Realty Specialist

Date: 9-8-04