

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements, all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Union Title Company
3800 Normal Blvd.
Lincoln, NE 68506

Continued on back page

Issued through the Office of

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.



NEBRASKA COMMITMENT COVER PAGE

This cover page is a part of and incorporated by reference into the commitment to which it is attached.

NOTICE

PLEASE READ THE EXCEPTIONS AND THE TERMS SHOWN OR REFERRED TO HEREIN CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS FORM IS A GUARANTEE OF TITLE AND NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No: C32582

1. Effective Date: September 24, 2012 at 8:00 am
REVISION I

2. Policy (or Policies) to be issued:

(a)	ALTA Owner's Policy (6-17-06)	Policy Amount:	To Be Determined
		Premium:	To Be Determined

Proposed Insured: Purchaser To Be Determined

(b)	ALTA Loan Policy (6-17-06)	Policy Amount:	To Be Determined
		Premium:	\$125.00

Endorsements: None

Proposed Insured: To Be Named

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Moss Farm LLC, a Delaware limited liability company

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTIONS

EXHIBIT A

SURFACE AND SURFACE RIGHTS ONLY in and to:

Tract 1: The South Half of Section 25, Township 31 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The West Half of Section 2, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas, EXCEPT A PORTION TO BE DETERMINED BY SURVEY.

Tract 2: A portion of the West Half of Section 2, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas, TO BE DETERMINED BY SURVEY.

Tract 3: The Southeast Quarter of Section 1, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The West Half of Section 1, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The West Half of Section 12, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 4: The East Half of Section 11, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 5: The Southwest Quarter of Section 11, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The Northwest Quarter of Section 14, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 6: The Northeast Quarter of Section 21, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 7: All of that part of the South Half of Section 18, Township 31 South, Range 35 West of the 6th P.M., Stevens County, Kansas, lying North and West of Highway U.S. 56 and the Santa Fe Railroad right-of-way -AND- The Northeast Quarter of Section 18, Township 31 South, Range 35 West of the 6th P.M., Stevens County, Kansas.

Tract 8: The West Half of the Southeast Quarter and East Half of the Southwest Quarter of Section 36, Township 30 South, Range 36 West of the 6th P.M., Grant County, Kansas.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Commitment No: C32582

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded as follows:
5. A recent ALTA/ACSM Survey or property improvement plat of the property to be insured herein must be forwarded to the Title Company. The right is reserved to make additional requirements pending its' review. (Tract 2)
6. Record Access Easement from owners of the NW1/4 of 2-31-36 for the benefit of Tract 8.
7. Provide to the Title Company a copy of the Operating Agreement and Articles of Organization and all amendments thereto of Moss Farm, LLC, a Delaware limited liability company. The Title Company reserves the right to make such additional requirements as it may deem necessary upon review of said Operating Agreement and Articles of Organization and Amendments.
8. Warranty Deed executed by the duly authorized signatory for Moss Farm, LLC, a Delaware limited liability company -to- purchaser(s) to be determined. (All Tracts)
9. Security Instrument executed by purchaser(s) to be determined, and spouse(s), if any -to- a lender to be named, to secure an undetermined sum. (All Tracts)
10. Release of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing which was executed by Moss Farm LLC, a Delaware limited liability company -to- Hartford Life Insurance Company, a Connecticut Corporation and Hartford Life and Accident Insurance Company, a Connecticut Corporation, to secure the sum of \$25,500,000.00, dated October 15, 2008 and recorded November 4, 2008 in Book 251, Page 456; assigned to RABO Agrifinance, Inc., a Delaware Corporation, by the Assignment recorded May 13, 2010 in Book 258, Page 713 in the office of the Register of Deeds of Grant County, Kansas. (Tract 8)
11. Partial Release of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing which was executed by Moss Farm LLC, a Delaware limited liability company -to- Hartford Life Insurance Company, a Connecticut Corporation and Hartford Life and Accident Insurance Company, a Connecticut Corporation, to secure the sum of \$25,500,000.00, dated October 15, 2008 and recorded October 22, 2008 in Book 252, Page 573; assigned to RABO Agrifinance, Inc., a Delaware Corporation, by the Assignment recorded June 15, 2010 in Book 264, Page 377 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 1-7) (includes other property)
12. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the Company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the Company. Failure to notify the Company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

13. Execution of Seller's/Owner's Lien Affidavit and Indemnification Agreement. (All Tracts)
14. A verbal update must be requested prior to closing to insure no additional liens have been filed against the subject property.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Commitment No: C32582

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. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
2. Rights and claims of parties in possession.
3. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
4. 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.
5. 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.
6. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid, and not shown in the public records.

Special Exceptions: (Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

1. Parcel ID #027250000000400B0000. 2011 Taxes, \$253.76 - Specials \$13.70, All Paid. (Tract 1 - SE 25-31-36)
2. Parcel ID #027250000000400A0000. 2011 Taxes, \$214.77 - Specials \$7.65, All Paid. (Tract 1 - SW 25-31-36)
3. Parcel ID #091020000000200A0000. 2011 Taxes, \$490.77 - Specials \$65.85, All Paid. (Tracts 1 & 2 - NW 2-32-36)
4. Parcel ID #091020000000200B0000. 2011 Taxes, \$2,023.93 - Specials \$59.80, All Paid. (Tracts 1 & 2 - SW 2-32-36)
5. Parcel ID #091010000000200C0000. 2011 Taxes, \$276.60 - Specials \$39.60, All Paid. (Tract 3 - SE 1-32-36)
6. Parcel ID #091010000000200A0000. 2011 Taxes, \$226.10 - Specials \$7.75, All Paid. (Tract 3 - NW 1-32-36)
7. Parcel ID #091010000000200B0000. 2011 Taxes, \$271.10 - Specials \$57.60, All Paid. (Tract 3 - SW 1-32-36)
8. Parcel ID #091120000000200A0000. 2011 Taxes, \$190.96 - Specials \$7.85, All Paid. (Tract 3 - NW 12-32-36)
9. Parcel ID #091120000000200B0000. 2011 Taxes, \$359.52 - Specials \$85.75, All Paid. (Tract 3 - SW 12-32-36)
10. Parcel ID #091110000000100C0000. 2011 Taxes, \$61.74 - Specials \$7.85, All Paid. (Tract 4 - SE 11-32-36)
11. Parcel ID #091110000000100A0000. 2011 Taxes, \$253.53 - Specials \$7.85, All Paid. (Tract 4 - NE 11-32-36)
12. Parcel ID #091110000000100B0000. 2011 Taxes, \$835.66 - Specials \$52.40, All Paid. (Tract 5 - SW 11-32-36)
13. Parcel ID #09614000000020000000. 2011 Taxes, \$532.92 - Specials \$71.70, All Paid. (Tract 5 - NW 14-32-36)
14. Parcel ID #09521000000010000000. 2011 Taxes, \$458.12 - Specials \$34.95, All Paid. (Tract 6 - NE 21-32-36)
15. Parcel ID #014810000000100A0000. 2011 Taxes, \$99.90 - Specials \$57.00, All Paid. (Tract 7 - NE 18-31-35)

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16. Parcel ID #014180000000100B0000. 2011 Taxes, \$166.70 - Specials \$6.60, All Paid. (Tract 7 - SW lying N of RR ROW)
17. Parcel ID #014180000000100C0000. 2011 Taxes, \$52.28 - Specials \$3.50, All Paid. (Tract 7 - SE lying N of RR ROW)
18. Parcel ID #034-157-36-0-00-00-004.01-0-00. 2011 Taxes, \$821.92 - Specials \$25.80, All Paid. (Tract 8 - E2SW, W2SE 36-30-36)
19. Subsurface interests or the rights, if any, of the subsurface owners to use or disturb the surface.
20. Water rights, claims or title to water, whether or not shown by the public record.
21. Oil, gas and other minerals.
22. Rights of way and easements for roadways, streets and highways, subject to the 30' road right of way pursuant to 1901 session laws, Chapter 298, relating to highways in Stevens County, Kansas (and other counties).
23. Oil & Gas Lease executed by and between Clyde H. Bunton and Helen Bunton, his wife -and- Northern Natural Gas Company recorded May 21, 1946 in Book 14, Page 199 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 6)
24. Oil & Gas Lease executed by and between W.H. Tilford and Cora B. Tilford, his wife -and- Northern Natural Gas Company recorded February 9, 1946 in Book 14, Page 91 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 3 & 5)
25. Oil & Gas Lease executed by and between W.H. Tilford and Cora B. Tilford, his wife -and- Northern Natural Gas Company recorded April 1, 1946 in Book 14, Page 145; Acknowledgement of Letter Agreement recorded November 2, 1999 in Book 189, Page 338 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 4)
26. Oil & Gas Lease executed by and between W.H. Tilford and Cora B. Tilford, his wife -and- Northern Natural Gas Company recorded April 1, 1946 in Book 14, Page 147 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 4)
27. Oil & Gas Lease executed by and between Katie M. Boles, Trustee of the Estate of Charles E. Dudley, Deceased and Charles M. Dudley, a single man -and- Northern Natural Gas Company recorded February 9, 1946 in Book 14, Page 107 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
28. Oil & Gas Lease executed by and between Charles M. Dudley, a single man and Katie M. Boles, Trustee under will of Charles E. Dudley, Deceased -and- Northern Natural Gas Company recorded June 15, 1946 in Book 14, Page 259 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
29. Oil & Gas Lease executed by and between J.E. Cross and Edith Cross, his wife -and- Alf M. Landon and D.E. Ackers recorded June 23, 1945 in Book 13, Page 443 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 1 & 2)
30. Oil & Gas Lease executed by and between Dr. E.A. Loomis and Myra M. Loomis, his wife -and- Western Production Company a corp., recorded November 8, 1930 in Book M-3, Page 453 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 1)
31. Oil & Gas Lease executed by and between Dr. E.A. Loomis and Myra M. Loomis, his wife -and- Magnolia Petroleum Company recorded in Book 23, Page 101 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 1)

32. Oil & Gas Lease executed by and between O. G. Hinshaw and Lorena Hinshaw, his wife -and- A. C. Moorhead, recorded November 30, 1942 in Book 11, Page 464 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
33. Oil & Gas Lease executed by and between Sarah H. Cook, a widow -and- A. C. Moorhead recorded December 10, 1942 in Book 11, Page 467 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
34. Terms and provisions of Affidavit Declaring Ownership of Leasehold Interests recorded September 1, 2009 in Book 258, Page 528 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 6)
35. Oil & Gas Lease executed by and between Winslow H. Tilford aka W.H. Tilford and Cora B. Tilford, his wife -and- Magnolia Petroleum Company dated July 2, 1937 and recorded in Book 8, Page 503; Affidavit of Production recorded December 20, 2010 in Book 268, Page 168 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 3 & 5)
36. Oil & Gas Lease executed by and between Guy Fairchild and Opal Fairchild his wife -and- A. C. Moorhead recorded January 30, 1943 in Book 6, Page 172 in the office of the Register of Deeds of Grant County, Kansas. (Tract 8)
37. Terms and provisions of the Affidavit of Tenancy as to leasehold interest executed by and between Jimmy J. Moss and Jackie Moss, Lessors -and- John L. Brower and Donna Brower, Lessees, recorded November 16, 1999 in Book 189, Page 517 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 1, 2, 3, 4 & 7)
38. Terms and provisions of the Right of Way Agreement as to road or highway recorded April 16, 1947 in Misc. Book R, Page 393 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 1 & 2)
39. Easement granted to The Pioneer Telephone Association, Inc. recorded October 13, 1989 in Book 134, Page 323 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 1 & 2)
40. Right of Way Easement granted to The Pioneer Telephone Association, Inc. recorded July 22, 1996 in Book 169, Page 933 in the office of the Register of Deeds of Stevens County, Kansas. (Tracts 1 & 2)
41. Easement for Pipeline Right of Way granted to The United States of America recorded February, 1962 in Book 37, Page 148 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 1)
42. Facilities Easement granted to Mobil Oil Corporation recorded May 21, 1998 in Book 180, Page 208 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 1)
43. Easement granted to SWK1 Stevens NE Inc. by the Right of Way Grant recorded May 27, 1999 in Book 186, Page 923 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 1)
44. Easement granted to The Argus Pipe Line Company by the Pipe Line Right of Way recorded April 15, 1930 in Misc. Book I, Page 253 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
45. Easement granted to Northern Natural Gas Company recorded June 27, 1951 in Book 28, Page 558 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
46. Easement granted to Mobil Oil Corporation by the Right of Way Agreement recorded September 12, 1985 in Book 112, Page 428 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
47. Terms and provisions of Right of Way Agreement recorded July 24, 1990 in Book 138, Page 325 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)

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48. Easement granted to The Argus Pipe Line Company by the Pipe Line Right of Way recorded April 15, 1930 in Misc. Book I, Page 251 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
49. Easement granted to Northern Natural Gas Company, Division of InterNorth, Inc., a Delaware corporation, by the Pipeline Right-of-Way recorded February 9, 1983 in Book 100, Page 74 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
50. Easement granted to Mobil Oil Corporation by the Right of Way Agreement recorded August 7, 1985 in Book 111, Page 119 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
51. Terms and provisions of Easement as to water line recorded March 2, 1978 in Book 80, Page 413 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
52. Pipeline Easement granted to Northern Natural Gas Company, Division of InterNorth, Inc., a Delaware corporation, recorded February 9, 1983 in Book 100, Page 80 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
53. Pipeline Easement granted to Mobil Oil Corporation recorded December 23, 1999 in Book 189, Page 1009 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
54. Right of Way Easement granted to Pioneer Electric Cooperative, Inc. recorded March 23, 2009 in Book 255, Page 343 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
55. Easement granted to The Argus Pipe Line Company by the Pipe Line Right of Way recorded April 15, 1930 in Misc. Book I, Page 250 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 4)
56. Right of Way Easement granted to Pioneer Electric Cooperative, Inc. recorded March 23, 2009 in Book 255, Page 344 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 4)
57. Easement granted to The Argus Pipe Line Company by the Pipe Line Right of Way recorded April 15, 1930 in Misc. Book I, Page 249 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
58. Easement granted to Northern Natural Gas Company recorded June 29, 1945 in Misc. Book Q, Page 31 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
59. Easement as to road or highway granted to Stevens County, Kansas by the Right of Way Agreement recorded April 18, 1958 in Book 34, Page 379 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
60. Right of Way Easement granted to Northern Natural Gas Company recorded October 23, 1978 in Book 83, Page 125 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
61. Facilities Easement granted to KN Energy, Inc. recorded June 9, 1998 in Book 180, Page 633 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
62. Easement granted to ONEOK Field Services Company by the Grant of Right of Way recorded March 14, 1903 in Book 208, Page 493 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
63. Right of Way Easement granted to Pioneer Electric Cooperative, Inc. recorded March 23, 2009 in Book 255, Page 345 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 5)
64. Pipeline Easement granted to Northern Natural Gas Company recorded August 14, 1979 in Book 86, Page 253 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 6)

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65. Easement granted to Mobil Oil Corporation by the Right of Way Agreement recorded October 1, 1984 in Book 106, Page 135 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
66. Easement granted to Mobil Oil Corporation by the Right of Way Agreement recorded February 25, 1987 in Book 122, Page 632 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
67. Easement granted to Mobil Oil Corporation by the Right of Way Agreement recorded August 14, 1991 in Book 146, Page 168 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
68. Terms and provisions of Surface Easement Agreement recorded April 20, 2007 in Book 240, Page 364 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
69. Easement granted to Magnolia Petroleum Company by the Right of Way Agreement recorded February 14, 1948 in Book 24, Page 23 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 7)
70. Terms and provisions of Order as to water line for purpose of crossing public road, recorded in Book 81, Page 29 in the office of the Register of Deeds of Stevens County, Kansas. (Tract 3)
71. Attention is directed to the fact that the records show no means of ingress and egress to and from the premises in Tract 8 of this commitment, and our policy, when issued, should not be construed as insuring any right of access to and from said premises.
72. Right of Way Easement granted to Richfield Gas Storage System, an Oklahoma General Partnership, recorded March 7, 1994 in Book 6, Page 432 in the office of the Register of Deeds of Grant County, Kansas. (Tract 8)
73. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
74. All reservations as reserved in the patents issued by the United States of America.
75. Rights of the public, State of Kansas, Counties of Stevens and Grant, in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
76. The policy, when issued, will not insure the right to maintain any boundary wall or fence located beyond the subject property.

ALTA LAND TITLE ASSOCIATION
UNION TITLE COMPANY
Old Republic National Title Insurance Company
Fidelity National Title Insurance Company
Affiliates: Union Bank and Trust Company
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the Institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policy and practices of Union Title Company, Old Republic National Title Insurance Company, and Fidelity National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

LIEN AFFIDAVIT AND INDEMNIFICATION

File No. C32582

BEFORE ME, the undersigned authority, personally appeared _____ on behalf of Moss Farm, LLC, a Delaware limited liability company, who, being first duly sworn, depose(s) and say(s):

1. That the following described property is owned by the undersigned:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTIONS

2. That the above-described property is free and clear of all liens, taxes, assessments, encumbrances, and claims of every kind, nature and description whatsoever, except for the real estate taxes which are not now due and payable.

3. The undersigned as Seller/Owner of the above described property, hereby warrants that I/we are not aware of any survey problems such as encroachments, of fences, driveways, or other improvements onto any adjoining property or any encroachments of fences, driveways, or other improvements from adjoining property onto the above property. The undersigned further represent that they are not aware of any boundary disputes with owners of adjoining property.

4. The undersigned further represent that they have no knowledge of any unrecorded easements or rights of interest by others to the above property nor are they aware of any encroachment of improvements onto easements affecting this property. If there are any exceptions to the above, please itemize. If no exception, please indicate:

5. There have been no public improvements affecting the property prior to date hereof that would give rise to a special property tax assessment against the property subsequent to the date hereof, nor has the undersigned received any notice of any pending public improvements.

6. That there have been no improvements, alterations, or repairs to the above described property involving work or materials for which the cost thereof remain unpaid.

7. That there are no unpaid bills for materials supplied or labor furnished for the construction and erection of improvements, including site preparation, on said real estate which would be the basis for a Mechanic's, Materialman's or Construction Lien pursuant to the laws of the State of Nebraska.

8. That the undersigned know(s) of no violation of municipal ordinances pertaining to the above described property.

9. There are presently no parties in possession of the property whose interests do not appear of record in the public records which affect the title to said real estate except: Tenants under currently existing lease agreements.

10. That this Affidavit is made for the purpose of inducing purchaser(s) to purchase subject property from the undersigned and to induce lender to lend and Union Title and its title insurance underwriter to issue title insurance policy.

11. There are no other parties asserting claims adverse to the interest of the fee simple titleholders of record, or claims arising under lease, option, contract, or other instrument purporting to create any interest on the property, not appearing of record.

12. The undersigned jointly and severally agree to indemnify fully and hold harmless the said Union Title and its underwriting company from any loss which either might sustain as a result of any of the foregoing representations being untrue. Such indemnification shall include, but shall not be limited to, all costs and expenses arising from defending against, negotiating, compromising, settling or paying in full any claims against the real estate previously described.

Moss Farm, LLC, a Delaware limited liability company

By: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ on behalf of Moss Farm, LLC, a Delaware limited liability company.

Notary Public

EXHIBIT A

SURFACE AND SURFACE RIGHTS ONLY in and to:

Tract 1: The South Half of Section 25, Township 31 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The West Half of Section 2, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas, EXCEPT A PORTION TO BE DETERMINED BY SURVEY.

Tract 2: A portion of the West Half of Section 2, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas, TO BE DETERMINED BY SURVEY.

Tract 3: The Southeast Quarter of Section 1, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The West Half of Section 1, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The West Half of Section 12, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 4: The East Half of Section 11, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 5: The Southwest Quarter of Section 11, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas -AND- The Northwest Quarter of Section 14, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 6: The Northeast Quarter of Section 21, Township 32 South, Range 36 West of the 6th P.M., Stevens County, Kansas.

Tract 7: All of that part of the South Half of Section 18, Township 31 South, Range 35 West of the 6th P.M., Stevens County, Kansas, lying North and West of Highway U.S. 56 and the Santa Fe Railroad right-of-way -AND- The Northeast Quarter of Section 18, Township 31 South, Range 35 West of the 6th P.M., Stevens County, Kansas.

Tract 8: The West Half of the Southeast Quarter and East Half of the Southwest Quarter of Section 36, Township 30 South, Range 36 West of the 6th P.M., Grant County, Kansas.