

Cover page for:

Preliminary Title Insurance Schedules

Prepared by:

Haskell County Abstract & Title Company

File Number: HCA-4958

Auction Tract 5*

(*If Tract 5 is sold separately from Tract 1, the legal descriptions provided with the preliminary title insurance schedules will be modified as described in the Bidder Packets.)

For auction conducted on May 24, 2016 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

TLW Land & Cattle, L.P.

Name and Address of Title Insurance Company
First American Title Insurance Company
1 First American Way, P.O. Box 267
Santa Ana, California 92707

SCHEDULE A

Commitment Number: **HCA-4958**

1. Effective Date: **April 25, 2016 at 7:59AM**

2. Policy or Policies to be issued:

Policy Amount:

a. ALTA Owners Policy (6-17-06)

\$ 1,000.00

Proposed Insured:

To Be Determined

ALTA Loan Policy (6-17-06)

\$

Proposed Insured:

To Be Determined,

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

TLW Land & Cattle, L.P.

5. The land referred to in this Commitment is described as follows:

THE SURFACE AND SURFACE RIGHTS ONLY IN AND TO:

Lots One (1), Two (2), Three (3) and Four (4) and the South Half of the North Half (S/2 N/2) and the South Half, also described as All of Section Three (3), Township Twenty-seven (27) South, Range Thirty-four (34) West of the 6th P.M., Haskell County, Kansas;

Lots One (1), Two (2), Three (3) and Four (4) and the South Half of the North Half (S/2 N/2) and the South Half, also described as All of Section Four (4), Township Twenty-seven (27) South, Range Thirty-four (34) West of the 6th P.M., Haskell County, Kansas;

All of Section Five (5), Township Twenty-seven (27) South, Range Thirty-four (34) West of the 6th P.M., Haskell County, Kansas;

The North Half (N/2) of Section Eight (8), Township Twenty-seven (27) South, Range Thirty-four (34) West of the 6th P.M., Haskell County, Kansas;

The North Half (N/2) and the Southwest Quarter (SW/4) of Section Nine (9), Township Twenty-seven (27) South, Range Thirty-four (34) West of the 6th P.M., Haskell County, Kansas;

The North Half (N/2) and the Southeast Quarter (SE/4) of Section Ten (10), Township Twenty-seven (27) South, Range Thirty-four (34) West of the 6th P.M., Haskell County, Kansas;

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All of Section Thirty-three (33), Township Twenty-six (26) South, Range Thirty-four (34) West of the 6th P.M., Finney County, Kansas; and

All of Section Thirty-four (34), Township Twenty-six (26) South, Range Thirty-four (34) West of the 6th P.M., Finney County, Kansas.

**FIRST AMERICAN TITLE INSURANCE COMPANY
Countersigned by Haskell County Abstract & Title Company**



By **Suzan Kimball**, License #KS 6113534
Authorized Signatory

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SCHEDULE B

Commitment Number: HCA-4958

I. Requirements:

A. Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. Record RELEASE of Notice of Right of First Refusal dated as of April 23, 2014, executed by TLW Land & Cattle, L.P. and Cattle Empire, LLC, recorded September 17, 2014 in Book 221, Page 479. Also recorded in the office of the Register of Deeds of Finney County, Kansas on September 18, 2014 in Book 317, Page 190.
2. Furnish a file-stamped copy of the Articles of Organization of TLW Land & Cattle, L.P.
3. Furnish a fully executed copy of the Operating Agreement for TLW Land & Cattle, L.P. We reserve the right to make additional requirements or exceptions based on the review.
4. Furnish LIEN AFFIDAVIT executed by **TLW Land & Cattle, L.P.**
5. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
6. Pay us the premiums, fees and charges for the policy.
7. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
8. 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 reserve the right to make additional requirements or exceptions relating to the interest or the loan.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- #### A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. General Exceptions:

1. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.

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3. Easements, or claims of easements, not shown by the Public Records.
4. Right or claims of parties in possession not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

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C. Special Exceptions:

1. General taxes and special assessments for the year **2016** and subsequent years, not yet due and payable. Taxes for 2015 and prior years are posted as paid. See tax printouts attached hereto and made a part hereof.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the land or produced from the land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) appear in the Public Records or are shown in Schedule B.

NOTE: Finney County Oil and Gas Leases filed in Book OG9, Pages 332 and 340 and Book OG 16, Pages 595-597. An Affidavit of Production filed in Book OG 14, Page 6 as to Section 33; and Book OG 9, Page 332 and 333 and Book OG 14, Page 25 and an Affidavit of Production filed in Book OG 15, Page 254 as to Section 34;

NOTE: Mineral Reservation in Patent for Section 33-26-34 by the United States recorded in Book 136, Page 166.

3. Right of Way dated June 13, 1947, executed by John C. Jones and Elizabeth Jones, his wife, in favor of Colorado Interstate Gas Company, recorded July 28, 1947 in Book 8 O&G, Page 36. Together with the assignments and various other instruments pertaining thereto.
4. Right of Way dated June 10, 1947, executed by John C. Jones and Elizabeth Jones, his wife, in favor of Colorado Interstate Gas Company, recorded July 28, 1947 in Book 8 O&G, Page 37. Together with the assignments and various other instruments pertaining thereto.
5. Right of Way dated May 15, 1948, executed by John C. Jones, in favor of Colorado Interstate Gas Company, recorded July 10, 1948 in Book 9 O&G, Page 157. Together with the assignments and various other instruments pertaining thereto.
6. Right of Way dated June 19, 1948, executed by John C. Jones and Mary Elizabeth Jones, his wife, in favor of Colorado Interstate Gas Company, recorded February 7, 1949 in Book 7 Misc., Page 452.
7. Right of Way Agreement dated July 15, 1949, executed by John C. Jones and Mary Elizabeth Jones, his wife, in favor of Magnolia Petroleum Company, recorded July 27, 1949 in Book 10 O&G, Page 117. Together with the assignments and various other instruments pertaining thereto.
8. Right of Way Grant dated November 13, 1958, executed by Walter Kuhn and Ruby Kuhn, his wife; and Byron M. Radcliff and Beatrice Radcliff, his wife, in favor of Jayhawk Pipeline Corporation, recorded January 16, 1959 in Book 8 Misc., Page 372. Together with the assignments and various other instruments pertaining thereto.

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9. Right of Way Grant dated March 31, 1960, executed by Walter Kuhn and Ruby Kuhn, his wife; and Byron M. Radcliff and Beatrice M. Radcliff, his wife, in favor of Jayhawk Pipeline Corporation, recorded April 6, 1960 in Book 8 Misc., Page 488. Together with the assignments and various other instruments pertaining thereto.
10. Right of Way Grant dated February 20, 1962, executed by Walter Kuhn and Ruby Kuhn, his wife; and Byron M. Radcliff and Beatrice M. Radcliff, his wife, in favor of Jayhawk Pipeline Corporation, recorded February 27, 1962 in Book 19 O&G, Page 92. Together with the assignments and various other instruments pertaining thereto.
11. Right of Way Agreement dated October 17, 1978, executed by Walter Kuhn Trusts #1 and #2 by Union National Bank of Wichita, Trustee, in favor of Colorado Interstate Gas Company, recorded November 9, 1978 in Book 64, Page 360. Together with the assignments and various other instruments pertaining thereto.
12. Pipeline Easement dated November 9, 1978, executed by Walter F. Kuhn K-R Ranch Trust #2 by Union National Bank, Trustee, in favor of Northern Natural Gas Company, recorded December 4, 1978 in Book 64, Page 517. Together with the assignments and various other instruments pertaining thereto.
13. In the Matter of the Applications, File Nos. 36324 – 36,333; 36,345 – 36,356; 36,365 – 36,372; 36,386 – 36,391; and 36,407 – 36,414 of the Walter Kuhn Trust, now owned by Kearny County Feeders, Incorporated, for Permit to Appropriate Water for Beneficial Use, dated June 1, 1984, executed by the Chief Engineer, Division of Water Resources, recorded March 20, 1987 in Book 94, Page 725.
14. Correctional Order, Appropriation of Water, Files No. 36324 – 36,333; 36,345 – 36,356; 36,365 – 36,372; 36,386 – 36,391; and 36,407 – 36,414, dated June 12, 1984, executed by the Chief Engineer, Division of Water Resources, recorded March 20, 1987 in Book 94, Page 736.
15. Easement dated February 1, 1993, executed by Kearny County Feeders, Inc., in favor of Colorado Interstate Gas Company, recorded October 4, 1993 in Book 123, Page 199. Together with the assignments and various other instruments pertaining thereto.
16. Right of Way Agreement dated June 3, 1996, executed by Kearny County Feeders, Inc., in favor of Colorado Interstate Gas Company, recorded June 27, 1996 in Book 134, Page 311. Together with the assignments and various other instruments pertaining thereto.
17. Right of Way Agreement dated June 3, 1996, executed by Kearny County Feeders, Inc., in favor of Colorado Interstate Gas Company, recorded June 3, 1996 in Book 134, Page 317. Together with the assignments and various other instruments pertaining thereto.
18. Right of Way Agreement dated January 17, 1997, executed by Kearny County Feeders, Inc., in favor of Colorado Interstate Gas Company, recorded February 20, 1997 in Book 138, Page 85. Together with the assignments and various other instruments pertaining thereto.

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19. Right of Way Agreement dated January 13, 1998, executed by Kearny County Feeders, Inc., in favor of CIG Field Services Company, recorded January 30, 1998 in Book 141, Page 635. Together with the assignments and various other instruments pertaining thereto.
20. Right of Way Agreement dated December 7, 2000, executed by Kearny County Feeders, in favor of Helmerich & Payne, Inc., recorded January 23, 2001 in Book 154, Page 211. Together with the assignments and various other instruments pertaining thereto.
21. Easement and Surface Lease Agreement dated October 1, 2004, executed by Kearny County Feeders, in favor of Cimarex Energy Co., recorded October 25, 2004 in Book 173, Page 31.
22. Easement and Surface Lease Agreement dated October 1, 2004, executed by Kearny County Feeders, in favor of Cimarex Energy Co., recorded October 25, 2004 in Book 173, Page 35.
23. Right of Way Grant dated December 20, 2004, executed by Kearny County Feeders, Inc., in favor of Regency Midcon Gas, LLC, recorded December 28, 2004 in Book 174, Page 52.
24. Right of Way Grant dated November 1, 2004, executed by Kearny County Feeders, Inc., in favor of Regency Midcon Gas, LLC, recorded December 28, 2004 in Book 174, Page 54. Together with the assignments and various other instruments pertaining thereto.
25. Right of Way Agreement dated March 21, 2005, executed by TLW Land & Cattle, L.P., in favor of Cimarex Energy Co., recorded April 25, 2005 in Book 175, Page 719.
26. Access Easement dated as of April 23, 2014, executed by Cattle Empire, LLC and TLW Land & Cattle, L.P., recorded May 18, 2015 in Book 224, Page 74.
27. Cooperation Agreement dated as of September 8, 2015, executed by Buffalo Dunes Wind Project, LLC, a Kansas limited liability company and Pioneer Electric Cooperative Inc., recorded October 13, 2015 in Book 225, Page 846.
28. Easement and Right of Way Agreement for Gas Pipeline dated December 8, 2015, executed by TLW Land & Cattle, L.P., and Cattle Empire, LLC, recorded January 4, 2016 in Book 226, Page 652.
29. An Easement for Right of Way given to Colorado Interstate Gas Company, in the document recorded as Book 194, Page 47 and Book 216, Page 525 of the Official Records.
30. An Easement for Right of Way Grant given to Jayhawk Pipeline Corp. in the document recorded as Book OG 46, Page 97 of the Official Records.
31. Water Certificates set forth in Book 69, Pages 562 and 563.
32. An Easement given to Colorado Interstate Gas Corp. in the document recoded as Book 81, Page 858 of Official Records.
33. An Easement for Exxon Mobil Oil Corporation in the document recorded as Book 240, Page 34 of the Official Records.

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34. An Easement between Cattle Empire, LLC and TLW Land & Cattle, L.P. in the document recorded as Book 320, Page 360 of the Official Records.
35. An Easement for Right of Way between TLW Land & Cattle L.P. and Cattle Empire, LLC in the document recorded as Book 323, Page 464.

NOTE: This is NOT a Commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a Commitment to insure, and no insurance is provided by this Commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

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CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

1. 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 the Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
2. 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 here in.
3. 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 conditions 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 the Commitment.
4. 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 arbitrations rules at <http://www.alta.org/>. **THIS PARAGRAH DOES NOT APPLY IN STATE OF KANSAS.**



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company, a Nebraska 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 and 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 THEREOF, First American 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.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

HASKELL COUNTY ABSTRACT & TITLE CO.
107 S. Inman · P.O. Box 636
Sublette, Kansas 67877
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