

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

SCHEDULE A

Commitment Number: 1610011-3

1. Effective Date: November 1, 2016 at 8:00 a.m.

2. Policy or Policies to be issued:

Policy Amount:

a. ALTA Owners Policy (6-17-06)
Proposed Insured:

\$ TBD

BUYER, TBD.

b. ALTA Loan Policy (6-17-06)
Proposed Insured:

\$

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:

Mac-O-Chee Farms, L.P., a Kansas limited partnership.

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

The Southwest Quarter (SW/4) of Section 36, Township 32 South, Range 12 East of the 6th P.M.; The West Half (W/2), the West Half of the Northeast Quarter (W/2 NE/4), the West Half of the Southeast Quarter (W/2 SE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 1 and the Northeast Quarter (NE/4) of Section 2, Township 33 South, Range 12 East of the 6th P.M., Chautauqua County, Kansas.

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

SCHEDULE B

Commitment Number: 1610011-3

I. Requirements:

- A. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - 1. **WARRANTY DEED** from MAC-O-CHEE FARMS, L.P., a Kansas Limited Partnership executed by JAMES R. PERKINS, President of PERKINS DEVELOPMENT, INC., General Partner, vesting fee simple title in BUYER, TBD, together with a KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE, signed by the Seller or the Buyer, to accompany the Deed.
 - 2. We have a copy of Mac-O-Chee Farms, L.P. limited partnership agreement and an amendment dated January 25, 2011. Provide issuing agent with a **COPY** of any amendments to said document subsequent to January 25, 2011.
 - 3. **RELEASE** of the Mortgage from Mac-O-Chee Farms, L.P., a Kansas limited partnership, in favor of Frontier Farm Credit, PCA, dated September 15, 2015, recorded September 30, 2015, in Book 173, Page 780.
- B. Payment of the necessary consideration for the estate or interest to be insured.
- C. Pay all premiums, fees and charges for the policy.
- D. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- E. Provide issuing agent with **LIEN AFFIDAVIT AND AGREEMENT** executed by owners.
- F. After review of the above documents, additional requirements may be made before the policy may be issued.

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.
 - 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.

C. Special Exceptions:

1. General taxes and special assessments for the year 2016 and subsequent years, not yet due and payable. 2015 taxes - \$ 151.34, paid in full (E/2 SW/4 of 36 - SC0077A), \$117.08, paid in full (W/2 SW/4 of 36 - SC0076), \$368.70, paid in full (W/2 of 1 - SC0080), \$334.52, paid in full (W/2 NE/4, N/2 SE/4 & SW/4 SE/4 of 1 - SC0081) and \$158.44, paid in full (NE/4 of 2 - SC0084)
2. Easements and rights-of-way for roads and/or highways, if any.
3. All oil, gas and minerals and any appurtenant rights thereto.
4. Any unreleased Oil and Gas Leases, Assignments, Sales of Oil & Gas Royalty, or leasehold Mortgages are exceptions from the coverage of the proposed Policy. This search does not cover taxes on oil, gas and other leasehold estates listed separately from the taxes on the surface rights. The title has not been searched as to leasehold interests.
5. Unrecorded Farm leases and the provisions therein, if any.
6. Right of Way dated October 28, 1916, by and between J.H. French, et al, and The Manufactures Fuel Supply Company, to lay, maintain, alter, repair, operate and remove lines for the transportation of oil or gas, covering the W/2 NE/4 and W/2 SE/4 of Section 1-T33S-R12E, Chautauqua County, Kansas, filed February 6, 1918, in Book S, Page 214.
7. Right of Way dated December 23, 1920, by and between Henry Baughman and Southwestern Gas Company, to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, covering the NE/4 and SW/4 of Section 36-T32S-R12E and the W/2 of Section 1-T33S-R12E, Chautauqua County, Kansas, filed January 4, 1921, in Book U, Page 47.
8. Grant of Easement for Right of Way dated June 4, 1987, by and between John M. Denman Oil Co., Inc. and Terry Monroe, for ingress and egress, covering part of the SW/4 of Section 36-T32S-R12E and the W/2 of Section 1-T33S-12E, Chautauqua County, Kansas, filed June 11, 1987, in Book 13, Page 423.
9. Easement dated April 15, 2007, by and between Doubletree Cattle Company, LLC and Clark Energy, LLC, to lay, maintain, operate, inspect, replace, change and remove one or more saltwater, gas, oil and/or electric lines, covering the NE/4 SE/4 of 1-T33S-R12E, Chautauqua County, Kansas, filed June 11, 2007, in Book 137, Page 090.
10. Oil and Gas Lease from Richard J. Hatrup and Juanita E. Hatrup to United States Exploration, Inc., for a term of 2 years, covering the E/2 & W/4 of 36-T32S-R12E, NE/4 of 2-T33S-R12E; and W/2, W/2 NE/4, W/2 SE/4 & NE/4 SE/4 of 1-T33S-R12E, Chautauqua County, Kansas, filed March 17, 2000, in Book 103, Page 849, Correction and Replacement filed May 3, 2000, in Book 104, Page 380. Affidavit of Production filed July 12, 2006, in Book 132, Page 365.
11. Oil and Gas Lease from Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 to Quail Run Oil & Gas, LLC, for a term of 5 years or as long as production, filed October 11, 2016, in Book 177, Page 225.
12. Access Agreement dated October 5, 2016, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 and Perkins Oil Enterprises, Inc., for ingress and egress for purpose of plugging and abandonment of oil and gas wells, as well as collection, salvage and removal of oil field pipe and equipment, for a term of 10 years, filed October 11, 2016, in Book 177, Page 234.

5/214

J.H. French, et al.
vs
Mfg Gas. Steel Supp. Co.

Filed Feb. 6, 1915 at
U. S. Tank
Reg. of

(Right of Way)

Now and In Consideration of the sum of One Dollar in hand paid, receipt of which is hereby acknowledged, as further consideration of Ten. vs. per rot, to be paid when and shall be used as occupied, J.H. French, single, and Harry Henry, an widows do hereby grant to The Manufacture Steel Supply Company, successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove lines for the transportation of oil or gas, on, over and to certain lands, situate in Chautauque County, State of

W. 1/2 of the N.E. 1/4 and W. 1/2 of the E. 1/4 of Section No. one - 1 - Twp. Range, No. 12.

with ingress and egress to and from the same to the said grantor, assignor to fully use and enjoy the said premises, except for the purpose herein before granted to the said grantor, who hereby agrees to pay any and all such taxes, and to protect the same from the laying, maintaining and said lines, and to indemnify and hold harmless the said grantor, successors or assigns, and the third party, from and against all and sundry claims, damages, suits, costs and expenses, which may hereafter be made against or incurred by the said grantor, successors or assigns, and the third party, in connection with the laying, maintaining and operation of the said lines, and the amount of such such persons, shall be final and conclusive.

In Witness Whereof, the parties hereto have set their hands and seals this 28th day of October, A.D. 1916

J.H. French
Harry Henry

Signed, Sealed and delivered in the presence of
(1) B. B. Braig, (2) J. H. Simmons.
State of Kansas, }
Chautauque County, }

(B. B. Braig remembered, That on this 28th day of October, A.D. 1916, before me the subscriber, as said County, personally came the within named J.H. French and Harry Henry, to me known to be the person named in the instrument, and to me they each duly acknowledged the execution

of the same, and I have hereunto set my hand and official seal of my office this 28th day of October, A.D. 1916.

B. B. Braig
Notary

My Commission expires Dec. 16 - 1917.

5/214

To
Messrs. Fuel Supp. Co.

W. W. Tankersley,
Reg. of Deeds

Right of Way.

For and In Consideration of the sum of One Dollar, in hand paid, receipt of which is hereby acknowledged, and further consideration of Five Dollars per rod, to be paid when such shall be used or occupied, J. H. French, single, and Sarah Henry, a widow do hereby grant to The Manufacturers Fuel Supply Company, successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove lines for the transportation of oil or gas, on, over and the certain lands, situate in Chautauque County, State of

described as follows:
10 1/2 of the N.E. 1/4 and 20 1/2 of the S.E. 1/4 of Section No. one - 1 - Twp 12 Range, No. 12.

with ingress and egress to and from the same. The said grantor, here assigns to fully use and enjoy the said premises, except for the purpose herein before granted to the said grantor, who hereby agrees to pay any damage which may arise to crops and fences from the laying, maintaining of said lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, here or assigns, one by said successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive.

In Witness Whereof, the parties hereto have set their hands and seals this 28th day of October, A.D., 1916.

J. H. French
Sarah Henry

Signed, Sealed and delivered in the presence of
(1) B. B. Craig. (2) J. H. Tankersley.
State of Kansas, }
Chautauque County, }

(B. B. Craig remembered, That on this 28th day of October, A.D., 1916, before me the subscriber, as in and said county, personally came the within named J. H. French and Sarah Henry, to me known to be the person named in and who executed the within instrument, and to me they each duly acknowledged the execution of

My Testimony Whereof, I have hereunto set my hand and official seal this 28th day of October, A.D., 1916.
(B. B. Craig)
Notary Public
My Commission expires Dec. 16 - 1917.

u/ 47 35

u.
Henry H. Bauman
Notary Public
Reg. Sec. 10
May 17, 1920
Wichita, Kansas
Reg. of Deeds

Henry Baughman,
To
Southwestern Gas Company,

Filed January 4, 1921, 4 P. M.
Mollie H. Dennis,
Register of Deeds.

RIGHT OF WAY

For and in Consideration of the sum of One Dollar, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of Forty-five and 50/100ths Dollars, to be paid when such grant shall be used or occupied, I, Henry Baughman, do hereby grant to Southwestern Gas Company, Independence, Kansas, successors or assigns, the right of way to lay, maintain, alter, repair, operate, remove and relay parallel pipe lines for the transportation of oil or gas, and if necessary erect, maintain and operate telegraph or telephone lines, on, over and through certain lands, situate in Chautauqua County, State of Kansas, described as follows:

North east Quarter (NE $\frac{1}{4}$) and South west Quarter (SW $\frac{1}{4}$) Of Section 36,
Township 32, Range 12, and West half (W $\frac{1}{2}$) of Section 1, Township 33,
Range 12.

This covers only lines projected at this time. with ingress and egress to and from the same. The said grantor, heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive.

In Witness Whereof, the parties hereto have set their hands and seals this 23rd day of December, A. D. 1920.

Henry Baughman (Seal)

STATE OF KANSAS, Montgomery County, SS.

On this 23d day of Dec. 1920, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Henry Baughman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 23d day of December, 1920.

Mamie Veirs,
Notary Public.

(SEAL)

My Commission Expires March 28, 1924.

M. Orrie Morgan
to
Margaret W. Burden

Filed January 6, 1921 at 11 A.M.
Mollie H. Dennis,
Register of Deeds.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That we, M. Orrie Morgan and W. J. Morgan, her husband, have made, constituted and appointed, and by these presents do hereby constitute and appoint Margaret W. Burden our true and lawful attorney in fact for each of us, and in our name, place and stead to make, execute and deliver oil and gas leases upon the following described land in Chautauqua County, Kansas, to-wit:

The Southeast Quarter of Section 10, Township 33, South, Range 9, East of the 6th

P.M., or any part of said land; the said oil and gas lease or leases to be made upon such terms and on such conditions as may in the judgment of our attorney in fact seem best.

And our said attorney in fact is hereby authorized, empowered and directed to receive for us and receipt for us all moneys that may be due or become due under and by virtue of the making, execution and delivery of any said oil and gas lease, hereby giving unto our said attorney in fact full power and authority to do everything whatsoever requisite, needed or necessary to be done in the premises as fully as we could or might do if personally present with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney in fact shall lawfully do or cause to be done.

IN WITNESS WHEREOF, We have hereunto set our hands this the 10 day of December, 1920.

(Revenue stamp 25 cents cancelled.)

M. Orrie Morgan
W. J. Morgan.

STATE OF COLO., COUNTY OF ELPASO, SS. the 10
BE IT REMEMBERED, That on this 10 day of December, 1920, before me, the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared M. Orrie Morgan & W. J. Morgan who are personally known to me to be the identical persons who executed the foregoing instrument of writing and such persons duly acknowledged the execution of the same as their free and voluntary act and for the purposes therein set out.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, this the day and year last above written.

Martin Drake,
Notary Public.

GRANT OF EASEMENT FOR RIGHT OF WAY

THIS AGREEMENT entered into by and between John M. Denman Oil Co., Inc. of Sedan, Chautauqua County, Kansas, as Party of the First Part, and Terry Monroe of RFD, Elk City, Kansas, Party of the Second Part.

WHEREAS, Party of the First Part is the owner of the following described real estate located in Chautauqua County, Kansas, to wit:

The Southwest Quarter of Section 36, Township 32 South, Range 12, East of the 6th P.M. and the West Half of Section 1, Township 33 South, Range 12, East of the 6th P.M.;

through which property the Missouri-Pacific Railroad Co. formerly had a right of way, and Party of the Second Part is the owner of the following described real estate located in Chautauqua County, Kansas, to wit:

The Northwest Quarter of Section 12, Township 33 South, Range 12, East of the 6th P.M., and

WHEREAS, Party of the Second Part desires the right of ingress and egress along the old railroad right of way across the property belonging to Party of the First Part.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Party of the First Part does hereby grant to Party of the Second Part, his heirs, successors, and assigns, an easement on the old Missouri-Pacific Railroad right of way for the purposes of ingress and egress to property of Party of the Second Part as above described, said easement being an easement which will run with the land.

The responsibility of maintaining the road or right of way on the easement herein granted shall be the sole responsibility of Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of this 4th day of June, 1987.

JOHN M. DENMAN OIL CO., INC.

STATE OF KANSAS } ss. \$1.00
Chautauqua County }
This instrument was filed for record this 11 day of June 1987 at 2:20 o'clock P.M and duly recorded in book 13 of Miss on page 423
Marilyn Brim
REGISTER OF DEEDS

BY: Paul Simpson, Jr.
Paul Simpson, Jr., President
PARTY OF THE FIRST PART


Terry Monroe
Terry Monroe
PARTY OF THE SECOND PART

STATE OF KANSAS)
) SS
COUNTY OF CHAUTAUQUA)

BE IT REMEMBERED that on this 4th day of June, 1987, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Paul Simpson, Jr., President of John M. Denman Oil Co., Inc., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires:
10-19-90

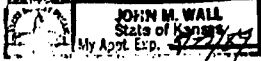
James G. Medill
Notary Public -


STATE OF KANSAS)
) SS
COUNTY OF CHAUTAUQUA)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 10th day of June, 1987, personally appeared Terry Monroe to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
May 23, 1989

John M. Wall
Notary Public -


STATE OF KANSAS)
 Chautauqua County) ss \$16.00
 This instrument was filed for
 record this 11 day of JUN
2007 at 1:20 o'clock PM and
 duly recorded in book 137
 of records on page 090

Raura C. Blum
 REGISTER OF DEEDS

EASEMENT

AGREEMENT made effective 4-15, 2007, by and between
 DOUBLETREE CATTLE COMPANY, LLC, as Grantor, and CLARK ENERGY, LLC, as
 Grantee.

FOR AND IN CONSIDERATION of \$1.00, and other valuable
 consideration, the receipt and sufficiency of which is hereby
 acknowledged, Grantors do hereby grant to Lessee, and its successors and
 assigns, a license, easement and right of way over and across the
 following described real estate, to-wit:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 33
 SOUTH, RANGE 12, EAST OF THE 6TH P.M.;

together with the right of ingress and egress to and from the granted
 premises, for the uses and upon the terms as hereinafter set forth:

1. Grantee shall have the right to lay, maintain, operate,
 inspect, replace, change and remove one or more saltwater, gas, oil
 and/or electric lines, with all incidental and necessary appurtenances.
 Provided, however, Grantee shall be entitled to lay said lines on the
 surface of the ground for the first thirty (30) months from and after
 the date of this easement.

2. Said license, easement and right of way shall comprise a
 fifty foot (50') strip of land, for construction, maintenance and
 removal purposes, with an actual easement width of twenty-five feet
 (25'). The centerline of said license, easement and right of way shall
 be the actual location of the saltwater, gas, oil and/or electric lines
 as installed and established.

3. Grantee shall consult with Grantors as to the course, route
 and direction of said saltwater, gas, oil and/or electric lines and the
 placement of other necessary appurtenances used in connection with said
 lines, if any.

4. Subject to provisions of Paragraph 1, grantee shall bury said
 saltwater, gas, oil and/or electric lines below plow depth.


5. At all times material hereto, Grantee shall conduct its
 operations in a workmanlike manner; it shall conduct all reasonable land
 reclamation activities as may become necessary due to the installation
 and maintenance of said saltwater, gas, oil and/or electric lines; and
 it shall be and remain mindful of the Grantors' surface activities, so
 as not to cause unreasonable interference with the same.

6. This agreement shall be binding upon and it shall extend to
 and inure to the benefit of the heirs, successors, executors,
 administrators and assigns of the respective parties hereto.


7. For so long as the saltwater, gas, oil and/or electric lines
 are in use, this agreement shall remain in legal force and effect, and

the license, easement and right of way granted hereunder shall constitute a covenant running with the land.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date shown above.



STEVEN D CLARK
Managing Member of
DOUBLETREE CATTLE COMPANY, LLC
Grantor



RANDY W. CLARK
Managing Member of
Clark Energy, LLC
Grantee

THIS AGREEMENT made this 10th day of February, 2000, between
United States Exploration, Inc.

1560 Broadway, Suite 1900, of Denver, Co. 80202
(Post Office Address)

herein called lessor (whether one or more), and Richard J. Hattrup & Juanita E. Hattrup as JT T/ lessee:
with a cash consideration of Eleven Thousand Six Hundred, 11,600.00 in hand paid, receipt of which

is hereby acknowledged and of the covenants and conditions hereinafter contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, including gas, water, other fluids, and air in subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce and take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any improvements, rights and after-acquired interest, therein situated in Chautauqua County, Kansas, to-wit:

E/2 & SW/4 of 36-32S-12E; NE/4 of 2-33S-12E; and W/2, W/2NE/4, W/2 SE/4 & NE/4SE/4 of 1-33S-12E, all in Chautauqua County, Kansas

In Section _____ Township _____ Range _____ and containing 1.160 acres, more or less, and all accretions thereon.

1. Subject to the provisions hereinafter contained, this lease shall remain in force for a term of ten (10) years from this date (called "primary term"), and so long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

2. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered free of cost at the well or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the amount realized from such sale; and (c) at any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above described land or lands, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority; and such well or wells are shut in before or after production therefrom, or any assignment hereunder may pay or tender annually at the end of each yearly period during which such gas well or gas wells are shut in, an substitute gas royalty, or amount equal to the amount of after rentals provided for in this lease for the acreage then held under this lease by the party making such payments or tenders, and if such payments or tenders are made it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities. Such substitute gas royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals.

3. If operations for drilling are not commenced on said land or on land pooled therewith on or before 120 days from this date, this lease shall terminate as to both parties, unless on or before 90 days from this date lessee shall pay or tender to the lessor a rental of _____ Dollars (\$ _____) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the _____ Bank of _____

any successor thereof, shall continue to be the agent for the lessor and lessor's successors, heirs and assigns. If such bank (or any successor bank) shall fail, incur debt, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any depositary change is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessee if more than one, on or before the rental paying date. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rental in the manner provided herein shall be binding on the heirs, devisees, executors and administrators of the lessor his successors in interest.

4. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or strata, with other lands as to all strata, or any stratum or strata, but only as to the gas right hereunder (including casinghead gas produced from oil well) to form one or more gas pooling units, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any depositary change is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessee if more than one, on or before the rental paying date. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rental in the manner provided herein shall be binding on the heirs, devisees, executors and administrators of the lessor his successors in interest.

5. If, prior to the discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or land pooled therewith, lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, this lease shall not terminate if lessee commences reworking or additional drilling operations within sixty (60) days thereafter, or if it is within the primary term of the lease, or the expiration of the payment or tender of rental, or commencement of drilling or reworking on or before the rental paying date occurring twelve (12) months after the expiration of the primary term, or if, at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking operations are prosecuted thereon or the same or different wells with an cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

6. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessee shall have the privilege, at its expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the benefits hereunder. No change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his claim of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners fairly according to the surface area of each, and default by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from said lease or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

8. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean any act of God including but not limited to storms, floods, washouts, landslides, and lightning; acts of the public enemy; war, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, order or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, services, or materials. If lessee is required, or ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if lessee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination such and every provision of this lease that might operate to terminate it or the rights conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

9. Lessor hereby warrants and agrees to defend the title to said land, and agree that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. In case said lessor owns a fee interest in the above described land then the entire and undivided fee simple estate thereof, then the rentals, including substitute gas royalty, and rentals herein provided for shall be paid the said lessor only in the proportion that his interest bears to the whole and undivided fee; however, such rental shall be increased at the next succeeding rental anniversary after the acquisition of any reversionary interest or after-acquired title to cover the interest so acquired, and lessor agrees to notify lessee in writing upon acquisition of any additional interest in the above described property, whether it be by reversion or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased to cover the interest so acquired. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or pooling tanks.

11. Lessee and lessor's successors and assigns shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; the upon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter the royalty hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:

Emelie M. Peters

Richard J. Hattrup

Juanita E. Hattrup

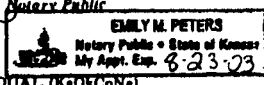
Juanita E. Hattrup

off records, filed July 19, 2006, by R. E. Sullivan, Deputy

RECORDED & INDEXED
FEB 15 2000
OFFICE OF THE COUNTY CLERK
CHAUTAQUA COUNTY, KANSAS

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF Sedgwick
The foregoing instrument was acknowledged before me this 10th day of Feb., 2000
by Richard J. Hattrup and Juanita E. Hattrup, Husband and wife

My commission expires 8-23-03 Emily M. Peters
Notary Public



STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____
Notary Public

No. _____
OIL AND GAS LEASE
FROM _____
TO _____
Date _____, 19____
Section _____ Twp. _____ Rpt. _____
No. of Acres _____ Term _____ County _____
STATE OF Kansas
County Chautauque
This instrument was filed for record on the 17
day of March, 2000
at 8:40 o'clock A. M., and duly recorded
in Book 103 Page 849 of
the records of this office.
By Laura C. Bevan
Register of Deeds.
When recorded, return to _____

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____
of _____
corporation, on behalf of the corporation.

My commission expires _____
Notary Public

Form 88 - (Producers)
Kan., Okla. & Colo. 1962 Rev.

B W

CORRECTION/REPLACEMENT
OIL AND GAS LEASE

Header No. 00-110



THIS AGREEMENT made this 10th day of February, 2000, between
Richard J. Hattrup and Juanita E. Hattrup, as JT/WROS,
2810 North Fox Pointe Circle, Wichita, Kansas 67226

of United States Exploration, Inc. (Post Office Address)
lessor (in case of joint lessors) called lessor (whether one or more), and
Eleven Thousand Six Hundred Dollars (\$11,600.00) in hand paid, receipt of which

is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purposes of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gasses and their respective constituent products, including gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gasses and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in Chautauqua County, Kansas, to-wit:

E 1/2 & SW 1/4 of Section 36-T32S-R12E; NE 1/4 of Section 2-T33S-R12E; and W 1/2, W 1/2 NE 1/4, W 1/2 SE 1/4 & NE 1/4 SE 1/4 of Section 1-T33S-R12E, all in Chautauqua County, Kansas

In Section _____ Township _____ Range _____, and containing 1,160.00 acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered free of cost at the well or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well or elsewhere of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale; and (c) at any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom, lessee or any assignee hereunder may pay or tender annually at the end of each yearly period during which such gas well or gas wells are shut in, as substitute gas royalty, a sum equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payments or tender, and if such payments or tenders are made it shall be considered under all provisions of this lease that gas is being produced from the leased premises in varying quantities equal to the royalty to be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals.

4. If operations for drilling are not commenced on said land or an land pooled therewith on or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of One Thousand One Hundred and Sixty Dollars (\$1,160.00) which shall cover the privilege of deferring commencement of said operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the

Bank of _____ which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's successors, heirs and assigns, if such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept payment, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any depositor charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessor if more than one, on or before the rental paying date. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rental in the manner provided herein shall be binding on the heirs, devisees, executors and administrators of the lessor his successors in interest.

5. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, so to all strata, or any stratum or strata, and other lands as to all strata, or any stratum or strata, but only as to the gas right hereunder (excluding casinghead gas produced from oil wells) to form one or more gas operating units of not more than 800 acres, plus a tolerance of ten per cent (10%) to conform to Governmental Survey quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such unit may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a gas unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, lessee shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

6. If, prior to the discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or land pooled therewith lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, the production or output therefrom ceases, this lease shall not terminate until, however, such well or wells are reworked or additional drilling operations within sixty (60) days thereafter, or (if it be within the primary term) (1) in the case of a dry hole, commence or resume the payment or tender of rental or commence or resume operations for drilling or reworking on or before the rental paying date occurring twelve (12) months after the expiration of the rental period during which such dry hole was drilled, or (2) in the case of cessation of production, commence or resume the payment or tender of rental or commence operation for drilling or reworking on or before the rental paying date next occurring after the expiration of three (3) months after the expiration of the primary term; or, if at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking operations are prosecuted whether on the same or different wells, with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, sydling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below surface, below depth. Lessee shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rental or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessor. No such change or division in the ownership of the land, rental or royalties shall be binding upon lessee for any purpose until such person among the parties herein shall execute an assignment of this lease as to a segregated portion of said land, the rental payable hereunder, or the royalties payable hereunder. In the event of an assignment of this lease as to a segregated portion of said land, the rental payable hereunder, or the royalties payable hereunder, the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rental due from such lease or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides, and lightning; acts of the public enemy; wars, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, or regulations of federal, state, municipal or other governments or governmental officers or agents under color of authority; freight embargoes or failures; expropriation or unavailability or delays in delivery of any product, labor or material; if lessee is required, or ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request or enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if lessee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that requires operations to terminate it or the status conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing thereunder toward satisfying same. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including substitute gas royalty, and rentals herein provided for shall be paid the said lessor only in the proportion that his interest bears to the whole and undivided fee; however, such rental shall be increased at the next succeeding rental anniversary after the acquisition of any reversionary interest or after-acquired title to cover the interest so acquired, and lessor agrees to notify lessee in writing upon acquisition of any additional interest in the above described property, whether it be by reversion or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased to cover the interest so acquired. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. If the leased premises shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or recording tanks.

12. Lessee and lessee's successors and assigns shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations hereunder, and the acreage covered hereby is reduced by said release or releases, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

This Correction/Replacement Oil and Gas Lease corrects that certain Oil and Gas Lease recorded on March 17, 2000 at 8:40 a.m. in Book 103 at Page 849 of the Chautauqua County Register of Deeds.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:
Emily M. Polanco

LESSORS:
Richard J. Hattrup
Richard J. Hattrup
Soc. Sec. #: 569 326538

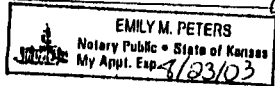
Juanita E. Hattrup
Juanita E. Hattrup
Soc. Sec. #: 569 302159

ATTEST: Barbara Buxton
Barbara Buxton, Assistant Secretary

LESSOR: United States Exploration, Inc.
By: F. Michael Murphy, Vice President

STATE OF Kansas
 COUNTY OF Sedwick ACKNOWLEDGMENT FOR INDIVIDUAL (KaOkCoNe)
 The foregoing instrument was acknowledged before me this 18th day of April, 2000.
 by Richard J. Hatrup and Juanita E. Hatrup,
Husband and Wife

My commission expires 8/23/03



Emily M. Peters
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KaOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____

My commission expires _____

Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KaOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____

My commission expires _____

Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KaOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ and _____

My commission expires _____

Notary Public

No. _____
OIL AND GAS LEASE
 FROM _____
 TO _____
 Date _____, 19____
 Section _____ Twp. _____ Rge. _____
 No. of Acres _____ Term _____
 County _____
 STATE OF Kansas
 County Chautauque
 This instrument was filed for record on the 3
 day of May, 2000
 at 10:05 o'clock A. M., and duly recorded
 in Book 124 Page 380 of
 the records of this office.
Laura C. Bussen
 By Wendell R. Murphy Secretary of Deeds
 When recorded, return to _____

STATE OF Colorado
 COUNTY OF Denver ACKNOWLEDGMENT FOR CORPORATION (KaOkCoNe)
 The foregoing instrument was acknowledged before me this 10th day of April, 2000.
 by F. Michael Murphy, Vice President
 of United States Exploration, Inc.
 corporation, on behalf of the corporation.
 My commission expires May 8, 2001

Bernadette Galindo
 Notary Public
 Bernadette Galindo
 United States Exploration, Inc.
 1560 Broadway, Suite 1900
 Denver, Colorado 80202

STATE OF KANSAS }
Chautauqua County } ss \$12.00
This instrument was filed for record
this 12 day of July
2006 at 9:43 o'clock AM and duly
recorded in book 132 of
records on page 365

Laura Beeson
REGISTER OF DEEDS

AFFIDAVIT OF PRODUCTION

STATE OF Kansas)
) SS
COUNTY OF Chautauqua)

Jerry Cash, of lawful age being first duly sworn upon his oath states:

1. That he is the CEO of Quest Cherokee, LLC, that he has personal knowledge of the facts hereinafter set forth; and that he is duly authorized by Quest Cherokee, LLC to make this affidavit for and on behalf of said corporation.
2. That Quest Cherokee, LLC is the present owner of the working interest in and to the following described Gas Lease(s), to wit:

LESSOR: RICHARD J. HATTRUP AND JUANITA E. HATTRUP

LESSEE: UNITED STATES EXPLORATION, INC.

DATE: 2/10/2000

RECORDED: 103/849

PROPERTY: E/2, SW/4

-SEC 36 T 32S R 12E

W/2, W/2NE/4, W/2SE/4, NE/4SE/4

-SEC 1 T 33S R 12E

NE/4

-SEC 2 T 33S R 12E

All in Chautauqua County, Kansas

3. A well(s) was completed on said lands pursuant to said Gas Lease(s) as a producer of natural gas in commercial quantity, said well(s) located as follows:

WELL NAME: HATTRUP 1

LOCATION: C S, SEC 1 T 33S R 12E

COMPLETION DATE: 9/1/2000

WELL NAME: HATTRUP 2

LOCATION: NE SE NW, SEC 1 T 33S R 12E

COMPLETION DATE: 1/20/2001

WELL NAME: HATTRUP 3
LOCATION: SE SE SW, SEC 1 T 33S R 12E
COMPLETION DATE: 8/25/2000

WELL NAME: HATTRUP 4
LOCATION: NE SE, SEC 1 T 33S R 12E
COMPLETION DATE:

4. That said Gas Lease(s) is now held in force by production.

5. This affidavit is made pursuant to K.S.A. 55-205.
FURTHER AFFIANT SAITH NAUGHT.


DATED this 16 day of June, 2006.

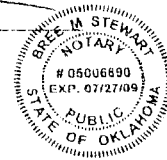
By: 
Jerry Cash

Title: CEO

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me on the 16 day of June, 2006,
by Jerry Cash.


Notary Public



My Commission Expires:
7/27/09

STATE OF KANSAS)
 Chautauqua County) ss \$103.00 ✓
 This instrument was filed for
 record this 11 day of Oct.
2016 at 9:00 o'clock AM and
 duly recorded in book 177
 of records on page 225

OIL AND GAS LEASE

James C. Bess
 REGISTER OF DEEDS

THIS LEASE made and entered into this 5th day of October, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of The E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A dated November 29, 2007, hereinafter called Lessor (whether one or more), to Quail Run Oil & Gas, LLC, hereinafter called Lessee.

1. Grant. The Lessor, for and in consideration of TEN OR MORE DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, by these presents does grant, demise, lease and let exclusively unto Lessee for the purposes of investigating, exploring by geophysical and other means, drilling, producing, saving, taking, owning, gathering, transporting, storing, handling, processing, treating, and marketing oil, liquid hydrocarbons (including, but not limited to, distillates and condensates), and all gases (including, but not limited to, casinghead gas, methane gases from coals and shales, and helium) and all other constituent substances produced therewith, and to the extent reasonably necessary or convenient to enable Lessee to carry out said purposes the rights granted include the rights of constructing, operating and maintaining pipelines, flowlines, gathering lines, compressors, tank batteries, electric lines, roadways, metering facilities and equipment, facilities for the injection of water, other fluids and gaseous substances into subsurface strata, and erecting other facilities, structures, and equipment required by Lessee for said purposes, such grant covering and pertaining to all of the land (together with any reversionary rights and after acquired interest therein) situated in the County of Chautauqua, State of Kansas, and described in Exhibit "A" attached hereto, herein called the "leased premises". The rights granted include the right to use, free of cost, oil, gas and water produced from Lessee's wells for the conduct of Lessee's operations.

2. Term. This lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil, gas or other products covered hereby are produced from the leased premises, or the leased premises are being developed or operated, including by dewatering operations preliminary to the production of gases, or the term is otherwise perpetuated as provided herein.

3. Royalty. In consideration of the rights hereby granted Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, as royalty, one-eighth (1/8) part of the oil or other liquid hydrocarbons produced, saved and marketed from the leased premises, said payments to be made monthly.

(b) To pay Lessor, as royalty, for gas of whatsoever nature or kind (with all of its constituents) produced and sold, one-eighth (1/8)

of the proceeds at the wellhead, or when used off the leased premises or used on the leased premises by Lessee for any purpose other than for the development, operation, gathering, or processing thereof, or used in the manufacture of any products therefrom, one-eighth (1/8) of the market value of the gas at the well head, said payments to be made monthly. Market value at the well head shall mean the value, net of all treatment, transportation, and processing between the well head and a readily available market for sale.

4. Shut-In Royalty. When gas is not being sold or used and a gas well capable of producing in paying quantities is shut in or has commenced dewatering operations on the leased premises, whether or not said well has theretofore actually produced, and there is no current production of oil or gas or operations on the leased premises sufficient to keep this lease in force beyond the primary term, this lease shall, nonetheless, remain in full force and effect, and it will be deemed that gas is being produced, if Lessee pays or tenders to Lessor \$1.00 per net mineral acre annually as shut-in royalty, payable at the end of each yearly period during which such gas is not sold or used.

5. Paid Up. This is a paid up lease. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

6. Continuous Operations. If, at the expiration of the primary term of this lease, there is no well on the leased premises which is capable of producing oil or gas in paying quantities, but Lessee is then engaged in drilling or reworking operations, then this lease shall continue in force so long after the primary term as drilling or reworking operations are being conducted on said land and drilling or reworking operations shall be considered to be conducted if not more than one-hundred-twenty (120) consecutive days shall lapse between the completion or abandonment of a well and the beginning of operations for the drilling or reworking of the well or another well whether such completion or abandonment occurred during or after the primary term.

7. Bury Lines. Lessee shall bury pipelines associated with this lease to the extent practicable.

8. Proximity. No well shall be drilled nearer than 300 feet to the dwelling or barn, any other improvement and ponds, if any, located on the leased premises, without the written consent of Lessor.

9. Risks. All of Lessee's operations shall be conducted at the sole cost, risk and expense of Lessee, and Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims, liens, demands, judgments and liabilities of whatsoever nature arising out of Lessee's operations.

10. Damages. Lessee shall pay for damages caused by its operations to growing crops and pasture on the leased premises. If Lessor and Lessee cannot agree as to the amount of damages, a third party acceptable to Lessor and Lessee and knowledgeable of the value of growing crops shall determine the amount of damages.

11. Roads. Lease roads shall be no wider than twenty (20) feet and there shall be no more than one (1) lease road to each well.

12. Protection. All wells and tank batteries shall have cattle-proof fences or panels surrounding the same.

13. Remediation. Lessee shall exercise due diligence in addressing oil and/or saltwater spills and Lessee shall use due diligence in all development and production activities so as to minimize damage to the real estate. All temporary pits shall be backfilled and surface restored following completion of operations.

14. Entirety and Exceptions. If Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may at the election of the Lessee be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire area of the leased premises. Provided, however, if the Lessee reasonably determines that production or potential production from the wells on separate tracts do not significantly draw on common sources of subterranean supply, or that separate tracts may be more efficiently operated as separate units, then the Lessee may elect not to treat the royalty as an entirety, and in that event shall separately measure production and pay the royalty to the owner of the separate tracts from which production is actually obtained. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil or gas produced from such separate tracts.

15. Assignment. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs, executors, administrators, successors or assigns. However, no change in or division of the ownership of the right to receive royalties, delay rentals or other payment to Lessors hereunder, whether such change is by assignment, partition or otherwise, shall operate to increase or enlarge the obligation or to diminish the rights of Lessee hereunder. No change in the ownership of the land or assignment of royalties shall be binding on Lessee until after Lessee has been furnished with a written transfer or

deed or a true copy thereof. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

16. Easement. Lessor grants to Lessee one or more easements for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing and removing pipelines for the transportation of water, brines, oil, gas and other substances, for electric line(s), and for ingress and egress at locations to be determined by Lessee on, in, over and through the land described hereinabove. The centerline of such easements shall be the center of the pipeline(s), electric line(s) or ingress/egress roads as actually laid. Lessee will consult with Lessor on course, route and direction of easements so as to minimize interference with surface use by Lessor. Pipeline(s) and electric line(s) shall be buried when reasonably practicable below plow depth. Lessee shall pay for damages to growing crops, fences or other structures of Lessor that are caused by the construction, maintenance and operation of such pipeline(s) and electric line(s) and roads. The easement (s) hereby granted shall be construed as if conveyed by separate instrument, without regard to the oil and gas lease or the term or limitation thereof; provided, however, that if use of such easement and right of way is not actually commenced within the term of this oil and gas lease or extension or renewal thereof then the easement right granted hereunder shall cease. The easement(s) granted are independent of, and in addition to, and are not a substitute for, the rights of Lessee under said lease, which rights are not hereby diminished or affected, it being understood that the easement(s) provide for transporting products mentioned herein which may be produced, obtained, stored or transported upon or across lands adjacent thereto or in the vicinity thereof. The easement(s) granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said oil and gas Lease and as long thereafter as such easement and right of way are used by Lessee, its successors and assigns, for the purposes herein mentioned.

17. Injection/Disposal. Lessor hereby grants unto the Lessee the privilege to drill, complete, operate and maintain one or more wells for the subsurface injection and or disposal of brines and other fluids and gases whether produced from the lands covered hereby or from other lands adjacent thereto or in the vicinity thereof, and for purposes of repressurization or other enhance recovery techniques to inject gases or fluids from foreign sources which Lessee may deem conducive and useful to its operations. The Lessee's right to use and operate wells may be continued beyond the term of this lease by the payment to Lessor of an annual fee of \$1,000 per well, which payment shall cover the use of such well and reasonable surface facilities useful or necessary to the operation thereof. The annual fee shall be due within 30 days after

expiration of the lease and on the anniversary of the first payment date thereafter continuing until Lessee shall cease the use of such well and plug the same.

18. Access. Lessor grants Lessee access to the lands covered hereby through any adjacent or contiguous lands owned by the Lessor for purposes of ingress and egress and for the purposes of installation, repair, maintenance and replacement of any gathering lines or disposal lines such grant specifically including:

- (i) Existing access road, gathering lines and disposal lines, running on a course from Independence Road along the North line of E/2NE/4 25-33S-12E thence Southwesterly to the Lease Yard described in paragraph 19, below; and
- (ii) Gathering lines and disposal lines running on a course North from the E/2 12/33S-12E through the SE/4SE/4 and NE/4SE/4 1-33S-12E.

19. Lease Yard. Lessee shall have the right to maintain a lease yard in the SE/4SW/4NE 25-33S-12E to stage, store, repair, maintain and utilize oil field parts, supplies, equipment, pipe and rolling stock for and in connection with Lessee's operations upon said lease yard, the lands covered hereby, and other lands in the general vicinity hereof, such rights to continue for the term of this oil and gas lease, by extensions or renewals hereof, and for 5 years thereafter. The rights hereby granted with respect to the lease yard include the right to produce oil and gas therefrom and to conduct injection/disposal operations as provided in paragraph 17, above (including the right to perpetuate the same by the payment of the annual rental specified therein if such rights are not otherwise preserved by the terms hereof).

20. Surrender. Lessee may at any time and from time to time surrender this lease as to all or any part of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county, and thereafter Lessee shall be relieved of all obligations accruing hereunder as to the portion of the leased premises so surrendered.

21. Removal. Lessee shall have the right for a reasonable time not to exceed 180 days after surrender or termination of the lease to remove all equipment and fixtures placed on the leased premises, including the right to draw and remove casing.

22. Breach. In the event the Lessor, at any time, considers that operations are not being conducted in compliance with this lease or that Lessee is otherwise in breach of, or in non-compliance with, any term of this lease, either express or implied, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach or non-

compliance hereof, and Lessee shall have 60 days after receipt of such notice in which to commence any operations or other activities that are then legally necessary to comply with the requirements hereof. After the expiration of the 60 day period Lessor shall have the right to pursue all legal and equitable remedies.

23. Applicable Laws. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and producing of wells, and the price of oil, gas and other substances covered hereby.

24. Force Majeure. When drilling, reworking, producing or other operations are prevented or delayed by such laws, rules, regulations or orders, or by operation of force majeure, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and if such prevention or delay shall occur during the primary term the period of such prevention or delay shall be added to the primary term hereof. If any such prevention or delay should commence after the primary term hereof, Lessee shall have a period of 120 days after the termination of such period of prevention or delay within which to commence or resume drilling, producing or other operations hereunder, and this lease shall remain in force during such period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, producing or other operations are so prevented, delayed or interrupted.

25. Title. Lessor hereby grants and warrants to the Lessee all of the rights granted to the Lessee under this lease and warrants that Lessor has merchantable title to the leased premises, subject to mortgages and easements of record, and that Lessor has full and exclusive right to lease the same. Lessor further warrants and agrees to defend the title to the leased premises and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the leased premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Lessee may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty, shut-in royalty, or rentals accruing hereunder.

26. Entire Agreement. This instrument contains the entire agreement of the parties and it may not be changed or modified except by subsequent written agreement signed by both parties.

27. Binding. This Lease shall be binding upon the Lessor and Lessee, their successors and assigns, except as otherwise expressly herein provided.

IN WITNESS WHEREOF, this lease agreement is signed and executed on the day and year first above written:

Mac-O-Chee Farms, L.P. by Perkins
Development, Inc., General Partner

By: [Signature]
James R. Perkins, President

The E. Wayne and Eugena L. Willhite
Revocable Trust U/A dated
November 29, 2007

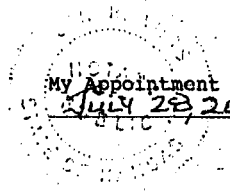
By: E. Wayne Willhite Trustee
E. Wayne Willhite, Trustee

By: Eugena L. Willhite Trustee
Eugena L. Willhite, Trustee

STATE OF KANSAS)
) ss
COUNTY OF MONTGOMERY)

DE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public in and for the County and State aforesaid, came James R. Perkins, President of Perkins Development, Inc., General Partner of Mac-O-Chee Farms, L.P., a Kansas limited partnership, Lessor shown above, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



My Appointment Expires:
JULY 28 2018

[Signature]
NOTARY PUBLIC JON R. VIETZ

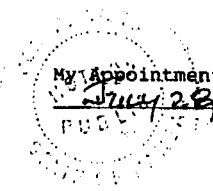
STATE OF KANSAS)
COUNTY OF McPherson) ss

BE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public in and for the County and State aforesaid, came E. Wayne Willhite and Eugena L. Willhite, husband and wife, Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A dated November 29, 2007, Lessors shown above, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Appointment Expires:

July 28, 2018



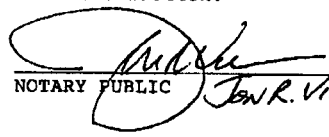

NOTARY PUBLIC John R. Viets

EXHIBIT "A"

Township T33S, R12E, Chautauqua County, Kansas

- Section 1: Easement only for gathering and disposal pipelines through the NE/4SE/4 and the SE/4SE/4. ✓
- Section 12: NE/4, N2SE/4, and S/2SE/4 East of former location of the Missouri Pacific Railroad Right-of-Way. ✓
- Section 13: All of the N/2 lying South and East of the location of the Missouri Pacific Railroad Right-of-Way, the SE/4, and the SW/4, except an undivided one-half (1/2) of the oil, gas and other minerals in the N/2NW/4SW/4 of said Section 13. ✓
- Section 14: E/2SE/4, except an undivided one-half (1/2) of the oil, gas, and other minerals. ✓
- Section 23: NE/4NE/4 ✓
- Section 24: N/2NW/4 and E/2 ✓
- Section 25: SE/4SW/4NE/4 (Lease Yard) ✓

Township 33 South, Range 13 East, Chautauqua County, Kansas

- Section 7: NW/4, W/2SW/4 ✓
- Section 18: N/2NW/4 ✓
- Section 19: The NW/4SW/4, and also the North 1155 feet of the West 660 feet of the NW/4 ✓

STATE OF KANSAS)
Chautauqua County) ss \$81.00 ✓
This instrument was filed for
record this 11 day of Oct,
2016 at 9:05 o'clock AM and
duly recorded in book 177
of records on page 234

ACCESS AGREEMENT

Jana C. Beza
REGISTER OF DEEDS

AGREEMENT made this 5th day of October, 2016, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 ("Owners") and Perkins Oil Enterprises Inc., a Kansas Corporation ("Operator").

WITNESSETH

1. **The Land.** Owners own the land located in Chautauqua County, Kansas described in Exhibit "A" attached hereto.
2. **Operators.** Operator has heretofore conducted oil and gas operations on portions of the land.
3. **Access.** Owners hereby grant Operator the right of ingress and egress from the land for purpose of plugging and abandonment of such oil and gas wells as to which Operator is the owner or operator, as well as for the collection, salvage and removal of oil field pipe and equipment.
4. **Damages.** Operator shall exercise due care and caution for the protection of the surface in the conduct of its operations. Access shall be made by means of established lease or pasture roads to the extent practicable.
5. **Non-Assumption.** Operator does not hereby assume the obligation to plug, abandon or remediate any oil or gas well or surface conditions as to which Operator has no responsibility under the orders or directives of the Kansas Corporation Commission.
6. **Term.** This agreement shall have a term of 10 years from the date hereof, but may be extended by the written request of the Operator for such time as is reasonably required to complete its operations.
7. **Release.** Operator may at any time sooner release its rights hereunder as to any portion or portions of the land by written release filed with public record.
8. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this Agreement is executed by the parties the day and year first above written.

"Operator"

Perkins Oil Enterprises, Inc.

By: James R. Perkins
James R. Perkins, President

"Owners"

Mac-O-Chee Farms, L.P.

by Perkins Development, Inc., General Partner

By: James R. Perkins
James R. Perkins, President

The E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007

By: E. Wayne Willhite Trustee
E. Wayne Willhite, Trustee

By: Eugena L. Willhite Trustee
Eugena L. Willhite, Trustee

STATE OF KANSAS)
) SS:
COUNTY OF New Territory)

BE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public, in and for the County and State aforesaid, came James R. Perkins, President of Perkins Development Inc., General Partner of Mac-O-Chee Farms, L.P., a limited partnership organized and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation and limited partnership, and such person duly acknowledged the execution of the same to be the act and deed of said corporation and limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

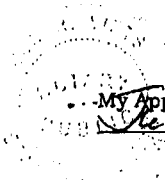
My Appointment Expires:
July 28, 2016

Jon R. Vietz
NOTARY PUBLIC Jon R. Vietz

STATE OF KANSAS)
COUNTY OF MITCHELL) SS:

BE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public, in and for the County and State aforesaid, came James R. Perkins, President of Perkins Oil Enterprises, Inc. a Kansas Corporation incorporated and existing under and by virtue of the laws of the State of Kansas and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



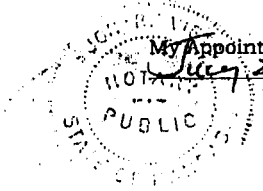
My Appointment Expires: Nov 24, 2018

[Signature]
NOTARY PUBLIC Jan. Viet

STATE OF KANSAS)
COUNTY OF Neotoma) SS:

BE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public in and for the County and State aforesaid, came E. Wayne Willhite and Eugena L. Willhite, husband and wife, Trustees of the E. Wayne Willhite and Eugena L. Willhite Trust U/A November 29, 2007 who are personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



My Appointment Expires: Nov 28, 2018

[Signature]
NOTARY PUBLIC Jan. Viet

EXHIBIT "A"

BROUGHAM AND ADJACENT RANCLANDS
Chautauqua County, Kansas

A. Mac-O-Chee Ranchlands

(1) Brougham Ranchlands

The South Half of the Southwest Quarter (S/2 SW/4) of Section 6; the Northwest Quarter (NW/4); the West Half of the Northeast Quarter (W/2 NE/4) of Section 7; All in Township 33 South, Range 13 East of the 6th P.M.;

All of the North Half (N/2) lying South and East of the former location of the Missouri-Pacific Railroad right-of-way; the Southeast Quarter (SE/4); the Southwest Quarter (SW/4) of Section 13, except an undivided one-half (1/2) of the oil, gas and other minerals in the N/2NW/4SW/4 said Section 13.

The East Half of the Southeast Quarter (E/2 SE/4) of Section 14; All in Township 33 South, Range 12 East of the 6th P.M. except an undivided one-half (1/2) of the oil, gas and other minerals in said Section 14.

The North Half of the Northwest Quarter (N/2 NW/4); the Southeast Quarter of the Northwest Quarter (SE/4 NW/4); the South Half of the Northeast Quarter (S/2 NE/4); the Southwest Quarter of the Northwest Quarter (SW/4 NW/4); the South Half (S/2) of Section 18;

The West Half (W/2); the West Half of the East Half (W/2 E/2) of Section 19;

The Northwest Quarter (NW/4) of Section 30; All in Township 33 South, Range 13 East of the 6th P.M.;

The Northeast Quarter of the Southeast Quarter (NE/4 SE/4); the South Half of the Southeast Quarter (S/2 SE/4) of Section 26;

The Southeast Quarter of the Northeast Quarter (SE/4 NE/4); the Northeast Quarter of the Northeast Quarter (NE/4 NE/4); the Southwest Quarter of the Northeast Quarter (SW/4 NE/4); the Southeast Quarter of the Northwest Quarter (SE/4 NW/4); the Southwest Quarter (SW/4) of Section 25; All in Township 33 South, Range 12 East of the 6th P.M.;

The Northeast Quarter (NE/4); the North Half of the Southeast Quarter (N/2 SE/4) of Section 35;

The West Half of the Northeast Quarter (W/2 NE/4); the South Half of the Northwest Quarter (S/2 NW/4); the Northwest Quarter of the Southwest Quarter (NW/4 SW/4); the Southwest Quarter of the Southeast Quarter (SW/4 SE/4); the East Half of the Southeast Quarter (E/2 SE/4); the East Half of the Northeast Quarter (E/2 NE/4); the North Half of the Northwest Quarter (N/2 NW/4) of Section 36; All in Township 33 South, Range 12 East of the 6th P.M., except the oil, gas and other minerals in the NW/4NE/4, SW/4NW/4 of said Section 36.

The Northeast Quarter (NE/4) of Section 1, Township 34 South, Range 12 East of the 6th P.M.;

(2) Hylton Farm

The South Half of the Northwest Quarter (S/2 NW/4) and the West Half of the Southwest Quarter (W/2 SW/4) of Section 31, Township 33 South, Range 13, East of the 6th P.M., Chautauqua County, Kansas.

Subject, however, to life estate in favor of Judith K. Dickenson in a 1/24th undivided mineral interest.

(3) O'Neil Lands

The Southeast Quarter of Section 25, Township 33 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas;

The Southeast Quarter of the Southeast Quarter of Section 35, Township 33 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas;

The Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter and the South Half of the Southwest Quarter of Section 36, Township 33 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas;

Lots 3 and 4 of the Northwest Quarter of Section 1, Township 34 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas;

Lot 1 of the Northeast Quarter of Section 2, Township 34 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas;

The Southwest Quarter of Section 30, Township 33 South, Range 13, East of the 6th P.M., Chautauqua County, Kansas;

The North Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 31, Township 33 South, Range 13, East of the 6th P.M., Chautauqua County, Kansas.

(4) Ballard-Kimple Lands

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 19;

The South Half of the Southwest Quarter (S/2 SW/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section 20;

The South Half of the Southwest Quarter of the Southwest Quarter (S/2 SW/4 SW/4) of Section 21;

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section 29, except 10 Acres, more or less, in the Southwest Corner described at commencing at the Southwest Corner of the North Half of the Southwest Quarter of said Section 29, running thence East 272', thence Northeasterly to a point 369' East of the West line of the Southwest Quarter of said Section 29, thence West 79', thence North 574', thence West 290', thence South 1320', more or less, to the point of beginning;

The Northeast Quarter (NE/4), the North Half of the Southeast Quarter (N/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30;

All of the above in Township 33 South, Range 13, East of the 6th P.M., containing 730 acres, more or less.

(5) Hattrup Land

The Southwest Quarter (SW/4) of Section 36, Township 32 South, Range 12, East of the 6th P.M.; The West Half (W/2), the West Half of the Northeast Quarter (W/2 NE/4), the West Half of the Southeast Quarter (W/2 SE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 1 and the Northeast Quarter (NE/4) of Section 2, in Township 33 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas, subject, however, to a retained 27.58625% undivided mineral interest in favor of Doubletree Cattle Company, LLC; and, an undivided 72.41375% undivided mineral interest in and to the following described real property, to wit:

The East Half (E/2) of section 36, Township 32 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas.

B. Willhite Ranchlands

(1) Brougham Ranchlands

T33S, R12E, Chautauqua County, Kansas

Section 1: SE/4 SE/4

Section 12: NE/4

N/2 SE/4

S/2 SE/4 lying South and East of the former location
of the Missouri Pacific Railroad Right of Way

Section 23: NE/4 NE/4

Section 24: N/2 NW/4

E/2

Section 35: SW/4 SE/4; and

T34S, R12E, Chautauqua County, Kansas

Section 2: Lot 2 (a/k/a NW/4 NE/4)

S/2 NE/4

NE/4 SE/4; and

T33S, R13E, Chautauqua County, Kansas

Section 31: W/2 SE/4

E/2 SW/4; and

T34S, R13E, Chautauqua County, Kansas

Section 6: E/2 NW/4

W/2 NE/4; and

(2) Neitfeld Lands

The East Half of the East Half of the South Half of the Northwest Quarter,
and all that part of the Northwest Quarter of the Southeast Quarter lying
North of the River, and the Southeast Quarter of the Southeast Quarter,
all in Section 2; and the Northeast Quarter of the Northeast Quarter of
Section 11, all in Township 34 South, Range 12, East of the 6th Principal
Meridian.

C. Brougham Ranch Headquarters

The Southwest Quarter (SW/4) and the West Half of the Southeast Quarter
(W/2 SE/4) of Section 7, Township 33 South, Range 13 East of the 6th P.M.

(Brougham Ranch Headquarters jointly owned by Mac-O-Chee and Willhite)



Privacy Policy

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 parent company, The First American Corporation, 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 which 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*, a copy of which can be found on our website at www.firstam.com.

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.

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.
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 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/>. THIS PARAGRAPH DOES NOT APPLY IN STATE OF KANSAS.*



First American Title[™]

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

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 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 180 days 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, First American Title Insurance Company has caused its corporate name 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

Issued By:

**Elk County Title
Pratt County Abstract Company, Inc. d/b/a
101 N. Wabash
Howard, KS 67349
620.374.2521**

(This Commitment is valid only when Schedules A and B are attached)

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