

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: 1610011-5

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) \$ TBD
Proposed Insured:

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:

That part of the South Half of the Northeast Quarter (S/2 NE/4) and the South Half (S/2), lying South and East of the county road of Section 18; that part of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4), lying South and East of the county road, the Northeast Quarter of the Northwest Quarter (NE/4 NW/4), the South Half of the Northwest Quarter (S/2 NW/4), all of the Southwest Quarter (SW/4) lying North of the county road, and the West Half of the East Half (W/2 E/2) of Section 19, all in Township 33 South, Range 13 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: 1610011-5

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 E. Wayne Willhite Energy, L.L.C., a Kansas Limited Liability Company, in favor of Frontier Farm Credit, FLCA, dated October 25, 2006, recorded November 27, 2006, in Book 134, Page 216.
- 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 - \$ 796.96, paid in full (W/2, S/2 NE/4, N/2 SE/4, SE/4 SE/4 of 18-33-13); \$70.32, paid in full (SW/4 SE/4 of 18-33-13); and \$1,205.72, paid in full (W 3960' of 19-33-13)
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. Easement dated May 3, 2007, by and between James R. Perkins Energy, LLC and Clark Energy, LLC, for use of a roadway, covering the W/2 SW/4 of 18-33-13, Chautauqua County, Kansas, filed June 11, 2007, in Book 137, Page 093.
7. Notice of Exercise of Pipeline Right-of-Way Easement dated April 7, 2004, by and between James R. Perkins Energy, LLC and Quest Cherokee, LLC, for an oil and gas pipeline, covering part of 18-33-13, Chautauqua County, Kansas, filed March 11, 2005, in Book 124, Page 435.
8. Right of Way dated October 31, 1916, by and between S.H. Jones, et al, and Manufactures Fuel Supply Company for the right to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, covering the SE/4 of 18-33-13, Chautauqua County, Kansas, recorded February 6, 1918, in Book S, Page 213.
9. Grant of Easement dated May 14, 2014, by and between Mac-O-Chee Farms, L.P. and ECQ Pipeline, LLC, for a pipeline for the transportation of natural gas, liquids, brines and other substances, covering the W/2 & W/2 E/2 of 19-33-13, Chautauqua County, Kansas, filed May 16, 2014, in Book 169, Page 492.
10. Right of Way dated October 31, 1916, by and between E.A. Brown, et al, and Manufactures Fuel Supply Company for the right to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, covering the NE/4 SE/4 & SE/4 NE/4 of 19-33-13, Chautauqua County, Kansas, recorded February 6, 1918, in Book S, Page 216.
11. Grant of Right of Way dated December 22, 1914, by and between G.L. Fortner and W.A. Barrington to lay, maintain, alter, repair, operate and remove pipelines for the transportation of gas, covering SW/4 of 19, S/2 NW/4 & SW/4 NE/4 & SW/4 SE/4 of 19-33-13, Chautauqua County, Kansas, filed June 3, 1915, in Book R, Page 434.
12. 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.
13. 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.

STATE OF KANSAS)
Chautauqua County) ss \$12.00 ✓
This instrument was filed for
record this 11 day of JUNE
2007 at 1:25 o'clock PM and
duly recorded in book 137
of records on page 093

E A S E M E N T

Debra C. Deason
REGISTER OF DEEDS

The undersigned, **JAMES R. PERKINS ENERGY**, herein referred to as Grantor, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to **CLARK ENERGY, LLC** and its heirs, successors and assigns, herein referred to as Grantee, the right to use the existing roadway located on lands of Grantor, specifically, said roadway located over and across the following described tract of real estate located in **CHAUTAUQUA COUNTY, KANSAS**, to-wit:


THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 33 SOUTH, RANGE 13, EAST OF THE 6TH P.M., LYING NORTH AND WEST OF THE COUNTY ROAD

together with the right of ingress and egress over and across such lands via said roadway, insofar as such right of ingress and egress is necessary to gain access to the Southeast Quarter of Section 13, Township 33 South, Range 12, East of the 6th P.M.

This grant is under the following terms and conditions:

1. Grantee shall use only the existing roadway located on the real estate first above described.
2. The Grantee shall not make unreasonable use of said roadway.
3. This grant shall constitute an easement running with the land.
4. This grant of easement shall supercede any prior written or oral grant of easement covering the same real estate as shown above.

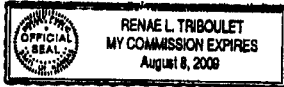
IN WITNESS WHEREOF, Grantor has hereunto set their hand this 5th day of May, 2007.


JAMES R. PERKINS
Managing Member of
James R. Perkins Energy, LLC

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF EIK, ss:

This instrument acknowledged before me on the 3rd day of May, 2007, by James R. Perkins, Managing Member of James R. Perkins Energy, LLC Grantor shown above.



Renae L. Triboulet
Notary Public

My app't. expires: 8-2-2009

STATE OF KANSAS }
Chautauque County } ss \$16.00
This instrument was filed for record
this 11 day of March
2005 at 2:30 o'clock P.M. and duly
recorded in book 134 of
records on page 435
Karla C. Benson
REGISTER OF DEEDS

Exhibit "B"

Notice of Exercise of Pipeline Right-of-Way Easement

KNOW ALL PERSONS BY THESE PRESENTS:

Quest Cherokee, LLC, Successor to Quest Oil & Gas Corporation ("Grantee") gives notice of an easement and right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove pipelines for the transportation of oil and gas and any constituent products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operation over and through the following lands owned by the undersigned and situated in Chautauque County, Kansas, and more particularly described as follows, to-wit:

Entering on the east side of section 18-33-13 approximately 2,400 ft. south of the northeast corner of said section, thence northwesterly across said section 600 ft. to the Chautauque Co. Independence road, thence along said road 3,500 ft. then under said road and continued on westerly in said section 1,000 ft., thence north approximately 2,400 ft. to said SWD Well #18 located in the SW/4SW/4NW/4 of said section

together with the right of ingress and egress at convenient points for such purposes.

Grantee has the right of unimpaired access to said pipeline and facilities and the rights of ingress and egress on, over, and through said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted herein.

Said easement and right of way is 3 rods wide, the centerline of which shall be the center of the pipeline as constructed. During periods of construction and repair, said easement and right of way shall be extended as

reasonably necessary to accommodate such construction and repair activities. Such pipeline shall be buried when reasonably possible below plow depth. Grantee shall pay for damages to growing crops, fences or other structures of Grantor that are caused by the construction, maintenance and operation of such pipeline. Grantee shall restore the surface of the construction area to as near original condition as is feasible when construction is completed.

The term of this easement and right of way shall be governed by the terms of the option agreement dated Sept 24, 2003 and filed of record in the office of the Register of Deeds of Chautauqua County, Kansas at page 746 and book 115.

EXECUTED this 7th day of April, 2004

Quest Cherokee, LLC, Successor to
Quest Oil & Gas Corporation

By: Douglas Lamb
Title: President

James R. Perkins Energy, L.L.C.

By: James R. Perkins
James R. Perkins, Manager

STATE OF KANSAS)
) ss:
Wilson COUNTY)

BE IT REMEMBERED that on this 7th day of April, 2004, before me, a Notary Public in and for the County and State aforesaid, came Douglas Lamb, as President of Quest Cherokee, LLC, Successor to Quest Oil & Gas Corporation a

limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and who is personally known to me to be such person and who is personally known to me to be the same person who executed, as PRESIDENT, 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 company.

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



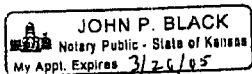
George E. Slaughter
Notary Public
Printed Name: George E. Slaughter

My appointment expires:

4-1-2006
State of Kansas)
Elk County) ss:

BE IT REMEMBERED that on the 7th day of April 2004, before me Notary Public of the County and state aforesaid, came James R. Perkins, Manager of James R. Perkins Energy LLC, a limited liability company 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 person and who is personally known to me to be the same person who executed, as manager, 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 company.

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



John P. Black
Notary Public
Printed Name John P. Black

My appointment expires:
3/26/05

D.H. Jones

Filed Feb. 6th 1918, at 7 P.M.

W.W. Blankenship

Mfg. Sup. Co.

Reg. 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 item also provided, to be paid when such grant shall be used or occupied, D.H. Jones and Anna Jones his wife, do hereby grant to the Manufacturers Fuel Supply Company, successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove a pipe line for the transportation of oil or gas, in, over and through certain lands, situate in Chautauque County, State of Kansas, described as follows:

S E 1/4 of Section No. 18, Twp. 33, Range No. 13, 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 herein before granted to the said grantor who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damages, 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 grantor, successors or assigns, and the third by the two so appointed as aforesaid, and the third of the two so appointed shall be final and conclusive.

In Witness Whereof, the parties have hereunto set their hands and seals this 31st day of October, A.D. 1916.

D.H. Jones (seal)

Anna Jones (seal)

Signed, Sealed and Delivered in the presence of (1) J.H. Simmons (2)

State of Kansas, Chautauque County, S.S.

Be It Remembered, that on this 31st day of October, A.D. 1916, before me the subscriber, a Notary Public, in and for said County, personally came the within named D.H. Jones, and Anna Jones, his wife, to me known to be the persons named in and who executed the within instrument, and to me they each duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and official seal, this 31st day of October last above written.

(Seal)

Walter R. Benjamin
Notary Public

STATE OF KANSAS)
Chautauqua County } ss \$12.00 ✓
This instrument was filed for
record this 16 day of May,
2014 at 10:00 o'clock AM and
duly recorded in book 169
of records on page 492
Anna C. Bean
REGISTER OF DEEDS

GRANT OF EASEMENT
(REPLACEMENT)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the undersigned, Mac-O-Chee Farms, L.P., a Kansas limited partnership ("Grantor") for Ten Dollars (\$10.00) and other valuable consideration cash in hand paid by ECQ Pipeline, LLC, a Kansas limited liability company ("Grantee"), has and does hereby grant unto Grantee an easement for a pipeline (and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for operation of such pipeline) for the transportation of natural gas, liquids, brines and other substances over, through and across the following described real property, to wit:

The West Half (W/2) and the West Half of the East Half (W/2 E/2) of Section 19, Township 33S, Range 13E, Chautauqua County, Kansas.

This Easement is granted to replace a Pipeline Right-of-Way Easement originally claimed by Bluestem Pipeline, LLC by "Notice of Exercise" dated March 11, 2005, recorded in Book 124, Page 432, in the office of the Register of Deeds of Chautauqua County, Kansas, wherein the land to be subjected thereto was erroneously described (and such erroneous pipeline right-of-way easement is contemporaneously released by the Grantee).

The course of the easement hereby granted is along the course of the pipeline as actually installed pursuant to the erroneous pipeline right-of-way easement above described. Such course is generally described as: "Commencing at the SE/c of the W/2 E/2 19-33S-13E, Chautauqua County, Kansas, thence following the pipeline as installed northwesterly approximately 4100 feet to a point approximately 850 feet north of the SW/c W/2 of said Section 19".

The Grantee shall have the right to construct and install said pipeline, and to inspect, repair, maintain and replace the same. The width of the easement shall be 50' during construction, and replacement, and 25' thereafter. In the event that Grantee should re-enter to replace the original pipeline installed, then Grantee shall reasonably compensate Grantor for surface damage sustained during the course of such additional installation and construction.

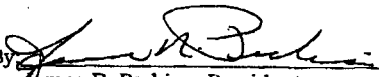
The rights herein granted include the rights of ingress and egress through the said real property for purposes of access to the easement as described.

To have and to hold the rights granted unto the Grantee, its successors and assigns, for so long as the easement is utilized for the purposes hereinabove stated.

14 IN WITNESS WHEREOF this instrument is executed by the Grantor this day of May, 2014.

"Grantor"

Mac-O-Chee Farms, L.P., a Kansas limited partnership, by Perkins Development, Inc., a Kansas corporation, as its sole General Partner

By 
James R. Perkins, President

STATE OF KANSAS)
COUNTY OF Montgomery) SS:

BE IT REMEMBERED that on this 14th day of May, 2014, before me, a Notary Public, in and for the County and State aforesaid, came James R. Perkins, President of Perkins Development, Inc., A Kansas Corporation, as the sole general partner of Mac-O-Chee Farms, L.P., a Kansas limited partnership, 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 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.


NOTARY PUBLIC Jon R. Viets

My Appointment Expires:
July 23, 2014

Agatheiah Browns.

Filed Feb. 6th, 1918 at 4 o'clock P.M.
W. A. Tankersley,
Reg. of Deeds.

Mfgs. Fuel Sup. Co. 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 Ten cts per rod, to be paid when such grant shall be used or occupied, E. A. Brown, "Guardian of Agatheiah Browns, do hereby grant to The Manufacturers Fuel Supply Company, successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove a pipe line for the transportation of oil or gas, on, over and through certain lands, situate in Chautauqua County, State of Kansas, described as follows:

N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ and the S. E. $\frac{1}{4}$ of the N. E. of Section No. 19 Twp. No. 33, Range No. 13.

with ingress and egress to and from the same. The said grantee, heirs or assigns to fully use and enjoy the said premises except for the purposes herein before granted to the said grantee who hereby agrees to pay any damages which may arise to crops or 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 these such persons shall be final and conclusive.

In Witness Whereof, the parties hereto have set their hands and seals this 31st day of October, A. D. 1916.

E. A. Brown. (seal)
Guardian

Signed, sealed and Delivered in the presence of (1) J. H. Simmons. (2) _____
State of Kansas } ss:
Chautauqua County }

Be It Remembered, That on this 31st day of October A. D. 1916, before me the subscriber, a Probate Judge in and for said county, personally came the within named E. A. Brown 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 the same.

In Testimony Whereof, I have herunto set my hand and official seal, this day of year last above written.

(seal) my commission expires _____ A. M. Ross. (seal)
Probate Judge.

G.L. Fortner
to
W.A. Barrington

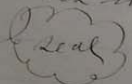
Filed June 3 1915 at 200 P.M.
W.A. Fankley
Register of Deeds

For and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, and further consideration ten cents (10¢) per rod, to be paid when such grant shall be used or occupied, or survey made there of to determine amount of rodage, G.L. Fortner and Missouri Fortner his wife of Chautauque Co. State of Kansas grantor do hereby grant to W.A. Barrington his successors and assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of gas, on over or through certain lands situated in Chautauque County, in the State of Kansas and described as follows: All the South-west Quarter (SW¹/₄) of Section Nineteen (S 19) and the South half (S¹/₂) of the North-west Quarter (NW¹/₄) and the South-west Quarter (SW¹/₄) of the North-east-quarter (NE¹/₄) and the South-west Quarter (SW¹/₄) of the South-east-quarter (SE¹/₄) of said Section Nineteen (S 19) Township thirty-three South Range thirteen East of the 6th P.M. Merx 320, with the right of ingress and egress to and from the same. The said grantors, their heirs and assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said grantee his successors or assigns who hereby agrees to pay any damage which may be caused to growing crops and fences from the maintaining, repairing and operating said line, said damage if not mutually agreed on, to be ascertained and determined by three disinterested persons, one of whom shall be selected by the grantor, the second by the grantee or his assigns, and the third by the two selected, the award of such persons to be final and conclusive. In witness whereof the parties hereto have set their hands and seals this 22nd day of December

Witness
Frank Bee

G.L. Fortner
Missouri Fortner grantor
W.A. Barrington grant

State of Kansas County of Chautauque ss.
On this 31st day of May A.D. 1915 before me the undersigned a Notary Public, in and for the County and State aforesaid, personally appeared G.L. Fortner and Missouri Fortner his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and official seal.



A.L. Brown
Notary Public

My Commission expires March 2nd 1918.

Assignment & Bill of Sale
Recorded in Book 9 page 454
October 20 1915
W.A. Fankley
Register of Deeds

Assignment Recorded in
Book A-L page 57 to
Great-Plains Nat'l Bd.
Replevin Act 23 1915
W.A. Fankley
Register of Deeds

STATE OF KANSAS }
 Chautauqua County } ss \$103.00 ✓
 This instrument was filed for
 record this 11 day of Oct.
 2014 at 7:00 o'clock AM and
 duly recorded in book 177
 of records on page 225

OIL AND GAS LEASE

Laura 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. Lesser 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)
COUNTY OF MONTGOMERY) 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 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.



[Signature]
NOTARY PUBLIC JON R. VIETZ

My Appointment Expires: JULY 28 2018

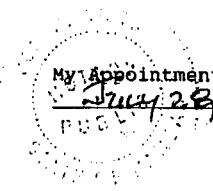
STATE OF KANSAS)
) ss
COUNTY OF Montgomery)

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



Jean R. Vietz
NOTARY PUBLIC Jean R. Vietz

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. Beas
REGISTER OF DEEDS

AGREEMENT made this 11 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: [Signature]
James R. Perkins, President

"Owners"

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

By: [Signature]
James R. Perkins, President

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

By: [Signature]
E. Wayne Willhite, Trustee

By: [Signature]
Eugena L. Willhite, Trustee

STATE OF KANSAS)
) SS:
COUNTY OF Wichita)

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.

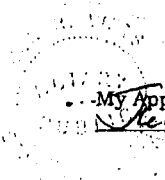
My Appointment Expires:
July 28 2016

[Signature]
NOTARY PUBLIC Jon R. Viet

STATE OF KANSAS)
) SS:
COUNTY OF McPherson

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.



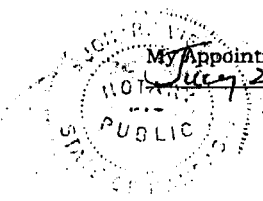
My Appointment Expires:
April 2, 2018

[Signature]
NOTARY PUBLIC Tank Viet

STATE OF KANSAS)
) SS:
COUNTY OF McPherson

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:
July 28, 2018

[Signature]
NOTARY PUBLIC Tank Viet

EXHIBIT "A"

BROUGHAM AND ADJACENT RANGLANDS
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-Kimble 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) Hatrup 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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