

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: 1610011-12

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:

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

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

All that part of the East Half of the Southeast Quarter (E/2 SE/4), lying South of the county road; and all that part of the Northwest Quarter of the Southeast Quarter (NW/4 SE/4), lying North of the River and South of the county road of Section 2 and the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 11, all in Township 34 South, Range 12 East of the 6<sup>th</sup> 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: 1610011-12

I. Requirements:

- A. Instruments in insurable form which must be executed, delivered and duly filed for record:
1. **TRUSTEES' DEED** executed by E. WAYNE WILLHITE and EUGENA L. WILLHITE, as Trustees of THE E. WAYNE WILLHITE AND EUGENA L. WILLHITE REVOCABLE TRUST U/A Dated November 29, 2007, stating that the trust remains in full force and effect and the trustee has authorization to sell and convey the real estate, vesting fee simple title in BUYER, TBD, together with a KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE, signed by either the Seller or the Buyer, to accompany the Deed.
  3. **CERTIFICATION** in accordance with Kansas Title Standard 6.15, executed by E. WAYNE WILLHITE and EUGENA L. WILLHITE, as Trustees of THE E. WAYNE WILLHITE AND EUGENA L. WILLHITE REVOCABLE TRUST U/A Dated November 29, 2007.
  4. **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.
  5. **RELEASE** of the Mortgage from Emmett Wayne Willhite and Eugena L. Willhite, a married couple, and E. Wayne Willhite, Trustee and Eugena L. Willhite, Trustee for the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A Dated November 29, 2007, in favor of Frontier Farm Credit, FLCA, dated July 13, 2016, recorded August 5, 2016, in Book 176, Page 654.
- 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 - \$604.28, paid in full (Lot2, S/2 NE/4, NE/4 SE/4 W/2 SE/4 N River & SE/4 SE/4 of 2) and \$177.92, paid in full (NE/4 NE/4 of 11)
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 March 22, 1916, by and between Fannie V. Castlebury, admx, and Wichita Natural Gas Co for the right to erect, maintain and operate telegraph and telephone lines, covering part of 2-34-12, Chautauqua County, Kansas, recorded July 31, 1916, in Book R, Page 524.
7. Right of Way dated August 16, 1910, by and between J.N. Custer, and Wichita Pipe Line Company for the right to construct, lay, maintain, operate, repair, and remove gas pipe line, covering part of 2-34-12, and other property, Chautauqua County, Kansas, recorded April 26, 1910, in Book R, Page 77.
8. Right of Way dated March 27, 1916, by and between J.N. Custer, et al, and Wichita Natural Gas Company for the right to lay, maintain, alter, repair, operate, remove pipe lines for the transportation of oil or gas, covering part of 2-34-12 and part of 11-34-12, Chautauqua County, Kansas, recorded July 31, 1916, in Book Q, Page 548.
9. Right of Way dated August 23, 1955, by and between Claud McMillan, et al, and Cities Service Gas Company for the right to construct, reconstruct, renew, operate, maintain, inspect, alter, , replace, repair, and remove a pipe line for the transportation of oil or gas, covering part of 11-34-12 and part of 2-34-12, Chautauqua County, Kansas, recorded September 9, 1955, in Book Z, Page 352.
10. Grant of Easement dated February 4, 2006, by and between E Wayne Willhite, LLC, and the Secretary of Transportation of the State of Kansas, for public highway purposes, covering part of 2-34-12, Chautauqua County, Kansas, recorded April 24, 2006, in Book 131, Page 379.
11. Right-of-Way Easement dated March 17, 2009, by and between E. Wayne Willhite, LLC, and Rural Water District No. 4, Chautauqua County, for the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water main and appurtenances across part of 2-34-12, Chautauqua County, Kansas, filed March 18, 2009, in Book 144, Page 372.
12. Right-of-Way Easement dated October 12, 2010, by and between E. Wayne Willhite, LLC, and Rural Water District No. 4, Chautauqua County, for the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water main and appurtenances across part of 2-34-12, Chautauqua County, Kansas, filed October 22, 2010, in Book 151, Page 186.

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.
14. Rights or claims of others as a result of any past or future change in the location of any watercourse forming a boundary herein regardless of whether the change results from accretion, reliction, avulsion or any other cause.
15. Rights or claims of others in and to that portion of the land constituting riverbed lying below the ordinary high water mark.



Fannie V. Castlebury  
to  
Wichita Nat. Gas Co.

Filed July 31, 1916 at 9 am  
H. A. Rankley  
Register of Deeds

Right of Way Contract

For and in consideration of the sum of \$2,000  
+ no/100, to us in hand paid, receipt of which is here-  
by acknowledged Fannie V. Castlebury Adm<sup>r</sup>, does  
hereby grant to Wichita National Gas Co. its successors  
and assigns, the use of a right of way to erect maintain  
and operate Telegraph and Telephone Line. Said sum  
is acknowledged as full consideration for right of way  
and also for damages occasioned by installing the  
first line. Grantor to be responsible for damages  
to growing crops, occasioned by making future spans  
to said Line covering certain lands in Cherokee  
County Kansas State described as follows  
to wit:

2 W<sup>1/2</sup> of 9 W<sup>1/2</sup> and 10<sup>1/2</sup> of 2 E<sup>1/2</sup> of 9 W<sup>1/2</sup> Section 2  
Twp 34 Range 12.

In witness whereof, the grantor has hereunto  
set her hand and seal this 22<sup>nd</sup> day of March 1916.

Fannie V. Castlebury Adm<sup>r</sup>

State of Oklahoma County of Washington, etc.

On this 22<sup>nd</sup> day of March 1916, before me the  
undersigned a Notary Public, in and for the County  
and State aforesaid, personally appeared Fannie  
V. Castlebury Adm<sup>r</sup> of Sedaw Kansas, to me  
known to be the identical person who executed the  
within and foregoing instrument, and acknowledged  
to me that she executed the same as her free and  
voluntary act and deed for the uses and purposes  
therein set forth.

Witness my hand and seal this 22<sup>nd</sup> day of March  
1916.

Fannie Wellman  
Notary Public

My commission expires June 26, 1918.

(Seal)



J.M. & Robert W. Custer  
to  
Kichita Pipe Line Company  
Filed April 26, 1910 at 3:00 P.M.  
G. W. Dennis  
Register of Deeds.

This contract made and entered into this 16th day of April 1910 between J.M. Custer and Robert W. Custer parties of the first part and The Kichita Pipe Line Company a corporation, party of the second part witnesses:

That parties of the first part here by grant and convey to party of the second part, the full right and authority to construct, lay, maintain, operate, repair and remove the gas pipe line upon the following described lands in Christiana County, Missouri to wit:

- The west 1/2 of the north 1/4 of section 11 township 34 Range 12;
- The west 1/2 of the southeast 1/4 of section 2 township 34 Range 12;
- The east 1/2 of the south west 1/4 of section 2 township 34 Range 12;
- and the northeast 1/4 of the north west 1/4 of section 2 township 34 Range 12.

The said pipe line to be laid maintained and operated along the east side of the gas pipe line which has been laid upon, and upon the described land by the Kichita Natural Gas Company, and the second and new pipe line herein referred to shall be laid under four feet of the old or original gas pipe line over the real estate above described except as follows:

Commencing at a point near the north west corner of the south west quarter of the northeast quarter of section 11 township 34 Range 12 on the east side of a big town ditch running north, thence running north until said pipe line intersects the east side of the better highway running north along the west side of the east one half of the southeast quarter of section 2 township 34 Range 12, thence due north along the east side of said better highway to a point north of the same latitude as that where the old Kichita Natural Gas pipe line leaves said public highway and enters the east one half of the south west quarter of section 2 township 34 Range 12, thence across said public highway and along and within four feet of said original Kichita Natural Gas Company pipe line until said proposed new line shall leave the above described real estate.

That said proposed new line herein referred to shall be buried so that the top thereof when buried shall be at least two feet beneath the surface of the ground upon the following described land to wit:

The west one half of the north east quarter of section 11 township 34 Range 12 in Christiana County Missouri.  
said pipe line shall be buried at least four feet from the top of the line to the surface of the ground at two other places above the land described in this contract the said places to be designated by parties of the first part.

That the balance of said pipe line shall be buried so that the top thereof shall be not less than sixteen inches from the surface of the ground.

See 2nd Mige recorded in book 357  
Mige at page 573 this 21st day Jan. 1913  
Frank & Allen  
Register of Deeds.

See Deed recorded in book 30 of Deeds  
page 463 this 21 day of Jan. 1913  
Frank & Allen  
Register of Deeds.



It is understood and agreed that the several rods of pipe lines laid upon the respective rods of land described in this contract shall be as follows.

Upon the west 1/2 of North east 1/4 of section 11 Township 34 Range 12 owned by J. N. Custer and Robert H. Custer jointly, not more than 171 rods upon the west 1/2 of the south east 1/4 of section 2 Township 34 Range 12 owned by Robert H. Custer not more than 27 rods; upon the west 1/2 of the south east 1/4 of section 2 Township 34 Range 12 owned by J. N. Custer not more than 80 rods and upon lot 24 of the Northwest 1/4 of section 10 Township 34 Range 12 owned by J. N. Custer not more than 6 rods.

And in consideration thereof parties of the second part The Oklahoma Gas and Electric Company a corporation hereby agrees to pay to parties of the first part and each of them the following sum of money to wit:

To J. N. Custer and Robert H. Custer, \$177.00 to Robert H. Custer \$44.00 to J. N. Custer \$133.00.

And as a further consideration in favor of parties of the first part and authority hereunto conveyed by parties of the first part the party of the second part agrees to pay to parties of the first part or either of them any and all sums of money that either of them may receive by reason of the laying, maintaining, repairing, operating or removing of such pipe lines herein referred to.

As a further consideration for this contract parties of the second part agrees to furnish to parties of the first part such or either of them gas for house or domestic use upon each of the places etc. described in this contract during the whole term that the gas pipe lines herein referred to or the original gas pipe lines laid by The Oklahoma Natural Gas Company shall be maintained and operated upon the premises herein described at a certain rate of not less than twenty cents per thousand cubic feet.

And it is further agreed that the party of the second part shall not be liable to parties of the first part such or either of them for the residue gas the use of gas and for the same and for the same and for the same when to any residence when either of such parts of land where gas is to be used by either or both of the parties of the first part.

And it is further agreed that the party of the second part shall when it removes either of said pipe lines guarantee to make the same be described just the detaches made of the tubing etc. of said pipe lines or either of them so that the surface of the ground where said pipe lines have been laid shall be left as smooth.

And it is further agreed that the party of the second part shall not remove from the land herein described all of said pipe lines until the detaches made of the tubing etc. of said pipe lines be properly filled and level with the surface and until all damages caused by the removal of said lines or either of them or guarantee to repair the detaches as fully fixed.



It is also further agreed that parties to the first part shall purchase his own water for the convenience of the rest by them or either of them which water shall be a constant water.

It is further agreed that party to the second part shall purchase and provide water for the use of the land containing four acres of the land which remains land upon the east side of the highway to be used to such other water as he and land and which shall be provided and supplied with four acres and four acres.

It is also further agreed that the contract shall extend to and be binding upon the heirs executors administrators and assigns of the parties hereto.

Witness my hand this 14th day of April 1776  
J. W. C. Carter  
Robert A. Carter  
The State of Virginia  
County of Stafford

State of Virginia, Christian County  
I do hereby certify that on the 14th day of April 1776 before me the undersigned a Notary Public in and for the County and State of Virginia J. W. C. Carter and Robert A. Carter to me known to be persons married in and the receipt of a certain instrument of writing and other such things well known to the said parties to be true.

In testimony whereof I have set my hand and official seal this 14th day of April 1776.

C. A. Stoddard  
Notary Public  
My Commission expires 4th March next 1778

State of Virginia, Christian County  
I do hereby certify that on the 14th day of April 1776 before me the undersigned a Notary Public in and for the County and State of Virginia J. W. C. Carter and Robert A. Carter to me known to be persons married in and the receipt of a certain instrument of writing and other such things well known to the said parties to be true.

In testimony whereof I have set my hand and official seal this 14th day of April 1776.

C. A. Stoddard  
Notary Public  
My Commission expires 4th March next 1778



Filed July 27 1916 at 9:02 A.M.

J. M. Custer et al

W. A. Frankley  
Register of Deeds

To:  
Wichita Nat Gas Co.

Right of Way Contract.

For and in consideration of the sum of \$ twenty eight dollars to us in hand paid, receipt of which is here by acknowledged J. M. & R. W. Custer and their wives do hereby grant to Wichita Nat Gas Co. its successors and assigns, erect, maintain and operate telegraph and telephone lines. Said sum is acknowledged as full consideration for right of way and also for damages occasioned by installing the first line. Grantor to be responsible for damages to adjoining crops or any other damages, occasioned by making future repairs to said line covering certain lands in Chautauque County Kansas State described as follows, to wit: A line to intersect at S.W. cor. of W's N. 6. 1/4 sec. 11, Twp. 34 - R. 12 - E - 4 follow line fence to public road. Then across public road & follow line across W's S. 6. 1/4 & across E's S.W. 1/4 Sec. 1, Twp. 34 range 12, east. Poles to be set not more than 2 feet from fence line or sign line.

In Witness Whereof The grantor has hereunto set their hand and seal this 27 day of March 1916

J. M. Custer (Seal)  
H. A. Custer (Seal)  
R. W. Custer  
W. A. Custer.

State of Kansas County of Chautauque ss

On this 27 day of March 1916 before me the undersigned a Justice of the peace in and for the county and state aforesaid, personally appeared J. M. Custer, H. A. Custer and R. W. Custer and W. A. Custer to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

Witness my hand and seal this 27 day of March 1916

B. M. to the Justice of the peace  
Sedan Township



May 6th 5th 1955

Executed this 22 day of August, 1955.

Harold L. Thorne  
HAROLD L. THORNE  
Frances Thorne  
FRANCES THORNE

State of Kansas, Montgomery County, SS.

Before me, a notary public in and for said County and State, on this 27 day of August, 1955, personally appeared Harold L. Thorne, and Frances Thorne, to me personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 9-14-1955

(SEAL)

Urban S. Gibbs  
URBAN S. GIBBS Notary Public

2/352

Claud McMillan, et ux  
TO  
Cities Service Gas Co.

Filed September 9, 1955, 2:00 P.M.  
Ruby M. Polk,  
Register of Deeds.

RIGHT OF WAY

For and in consideration of the sum of Forty and 10/100 Dollars, (\$40.10) to us in hand paid, receipt of which is hereby acknowledged, Claud McMillan and Thelma McMillan, his wife, do hereby grant, convey and warrant to Cities Service Gas Company, its successors and assigns, a Right of Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line (subject to the payments hereinafter provided) additional pipe lines for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters, and other equipment and appurtenances as may be necessary or convenient for such operations; and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over, and through the following real estate in Chautauqua County, State of Kansas, to-wit: NE/4 NE/4 section 11, township 34 south, range 12 east and SE/4 SE/4 Section 2, township 34, south, range 12 East,

and also from time to time additional pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised,

Notes recorded in Book 61-B of Notes, Page 1. Filed Sep 5-1957. Ruby M. Polk, Register of Deeds

and so long as any structure installed hereunder is used or remain thereon.

Grantee shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed, and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, ONE BY THE GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. Grantee shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning .... 19.. to ..... 19.... on ..... basis.

Executed this 23 day of August, 1955.

Claud McMillan  
CLAUD McMILLAN  
Thelma McMillan  
THELMA McMILLAN

State of Kansas, Chautauqua County, SS.

Before me, a notary public in and for said County and State, on this 23 day of August, 1955, personally appeared Claud McMillan and Thelma McMillan, to me personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that they executed same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 23, 1956.

(SEAL)

Mildred L. Finley  
MILDRED L. FINLEY Notary Public

Lynn D. White et ux,  
TO  
Cities Service Gas Co.

Filed September 9, 1955, 2:10 P.M.  
Ruby M. Polk,  
Register of Deeds.

RIGHT OF WAY

For and in consideration of the sum of One Hundred Sixty Two and 40/100 Dollars (\$162.40) to us in hand paid, receipt of which is hereby acknowledged, Lynn D. White and Flossie Betta White, his wife, do hereby grant, convey and warrant to Cities Service Gas Company, its successors and assigns, a Right of Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, and (subject to the payment hereinafter provided) additional pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over and through the following real estate in Chautauqua County, State of Kansas, to-wit:

SW/4 Section 22, township 34, south, range 11 East,  
additional

And also from time to time such pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes: to-

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PROJECT: 10C-3948-01  
COUNTY: Chautauqua

DATE: 2/4/06  
TRACT NO.:

STATE OF KANSAS )  
Chautauqua County ) ss \$12.00 ✓  
This instrument was filed for record  
this 24 day of April  
2006 at 11:00 o'clock AM and duly  
recorded in book 131  
records on page 379  
*Dana Beard*  
REGISTER OF DEEDS

KANSAS DEPARTMENT OF TRANSPORTATION

**GRANT OF PERMANENT EASEMENT**

THIS AGREEMENT Made and entered into this fourth (4) day of February, 2006, by and between

E Wayne Willhite, Energy, LLC - Owner of PO Box 707, Howard, KS 67349

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant a permanent easement for public purposes to the Secretary of Transportation over and upon the following described real estate in the County of Chautauqua, State of Kansas:

A tract of land in the West Half of the Southeast Quarter of Section 2, Township 34 South, Range 12 East, of the 6<sup>th</sup> p.m., Chautauqua County, Kansas, lying North of North Caney Creek and described as follows:

Commencing at the Northwest Corner of the West Half of the Southeast Quarter of said Section 2, thence South 00 degrees 37 minutes 32 seconds East, on an assumed bearing, along the West line of the West Half of the Southeast Quarter of said Section 2, a distance of 743.12 feet to the point of beginning; thence North 29 degrees 41 minutes 55 seconds East, 135.35 feet; thence South 63 degrees 50 minutes 53 seconds East, 102.79 feet; thence South 13 degrees 02 minutes 06 seconds West, 247.40 feet more or less to the center of North Caney Creek; thence North 45 degrees 41 minutes 58 seconds West, along the center of North Caney Creek, 70.19 feet; thence North 56 degrees 48 minutes 09 seconds West, along the center of North Caney Creek, 62.57 feet to the West line of the West Half of the Southeast Quarter of said Section2; thence North 00 degrees 37 minutes 32 seconds West, along said West Line, 85.49 feet to the point of beginning.

Contains 0.417 acre of land, more or less, excluding the existing road right of way.



Now, therefore, in consideration of the payment of \_\_\_\_\_ Dollars to landowner(s) by the Secretary of Transportation, landowner(s) hereby grant(s) and convey(s) to the Secretary of Transportation a permanent easement for public highway right of way over and upon the above described real property and landowner(s) for itself, his heirs, executors and assigns and agree that the Secretary of Transportation or his duly authorized agents or representatives will use said real property above described for the purpose of constructing, maintaining and operating a public highway.

It is understood and agreed that the consideration for said grant of permanent easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

IN WITNESS WHEREOF the landowner(s) has signed this agreement on the day and year first above written.

Landowner(s):

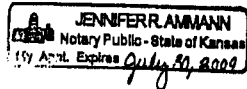
E. Wayne Willhite Energy LLC  
E. Wayne Willhite, Energy, LLC - Owner  
by: E. Wayne Willhite (managing member)

STATE OF KANSAS, Neosho COUNTY, SS.

BE IT REMEMBERED, That on this 13<sup>th</sup> day of April, 2006 before me, the undersigned, a notary public in and for the county and state aforesaid, came

who is personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Jennifer R. Ammann  
NOTARY PUBLIC

My commission expires: July 30, 2009

Rev. 4-01

D.O.T. Form No. 1705



Form RD 442-20  
(Rev. 10-96)  
FORM APPROVED  
OMB NO. 0242-0015

United States Department of Agriculture  
Rural Development

STATE OF KANSAS )  
Chautauque County ) ss \$8.00  
This instrument was filed for  
record this 18 day of March  
2009 at 11:25 o'clock AM and  
duly recorded in book 144  
of records on page 372

*Anna C. Beeson*  
REGISTER OF DEEDS

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, E. WAYNE WILLHITE ENERGY, LLC, P.O. Box 707, Howard, KS, 67342, hereinafter referred to as GRANTOR does hereby grant, bargain, sell, transfer, and convey unto Rural Water District No. 4, Chautauque County, its successor and assigns, hereinafter referred to as GRANTEE, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water main and appurtenances over, across, and through the land of the GRANTOR situated in Chautauque County, Kansas, said land being described as follows:

The North Half of the Southeast Quarter and that part of the South Half of the Southeast Quarter, lying North of the County Road, and the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 2, Township 34 South, Range 12 East of the 6<sup>th</sup> P.M.,

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows:

Coincident with the water main as constructed.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 17<sup>th</sup> day of March 2009.

E. WAYNE WILLHITE ENERGY, LLC

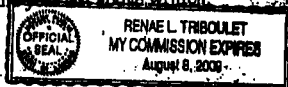
*E. Wayne Willhite*

By: E. Wayne Willhite, Managing Member

STATE OF Kansas, COUNTY OF EIK, ss:

BE IT REMEMBERED, that on this 17 day of March 2009, before me, the undersigned, a notary public in and for the county and state aforesaid, came E. Wayne Willhite, Managing Member of E. Wayne Willhite Energy, LLC, who are personally known to me to be the same persons who executed the above and foregoing instrument and said persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



*Renae L. Triboulet*  
NOTARY PUBLIC

My Appointment Expires: 8-8-09

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

RD 442-20 (Rev. 10-96)

Chautauque Hills Abstract & Title, Inc.  
111 E. Cherokee  
Sedan, Kansas 67361  
620-725-5100 Phone  
620-725-5101 FAX

Form RD 442-20  
(Rev. 10-96)  
FORM APPROVED  
OMB NO. 0242-0015

United States Department of Agriculture  
Rural Development

STATE OF KANSAS }  
Chautauqua County } ss \$8.00 ✓  
This instrument was filed for  
record this 22 day of Oct.  
2010 at 10:30 o'clock AM and  
duly recorded in book 181  
of records on page 186.  
*Jenna C. Beeson*  
REGISTER OF DEEDS

Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, E. WAYNE WILLHITE ENERGY, LLC, P.O. Box 707, Howard, KS, 67349, hereinafter referred to as GRANTOR does hereby grant, bargain, sell, transfer, and convey unto Rural Water District No. 4, Chautauqua County, its successor and assigns, hereinafter referred to as GRANTEE, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water main and appurtenances over, across, and through the land of the GRANTOR situated in Chautauqua County, Kansas, said land being described as follows:

The Southwest Quarter of the Southeast Quarter, lying North of the river, and the North Half of the Southeast Quarter of the of the Southeast Quarter of Section 2, Township 34 South, Range 12 East of the 6<sup>th</sup> P.M.,

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows:

Coincident with the water main as constructed.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 12<sup>th</sup> day of October 2010.

E. WAYNE WILLHITE ENERGY, LLC

E. Wayne Willhite mgr.  
By: E. Wayne Willhite, Managing Member

STATE OF Kansas COUNTY OF Chautauqua ss:

BE IT REMEMBERED, that on this 12<sup>th</sup> day of October 2010, before me, the undersigned, a notary public in and for the county and state aforesaid, came E. Wayne Willhite, Managing Member of E. Wayne Willhite Energy, LLC, who are personally known to me to be the same persons who executed the above and foregoing instrument and said persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Robert D. Neal  
NOTARY PUBLIC

My Appointment Expires: Mar 02, 2013

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

RD 442-20 (Rev. 10-96)

Chautauqua Hills Abstract & Title, Inc.  
111 E. Cherokee  
Sedan, Kansas 67361  
620-725-5100 Phone  
620-725-5101 FAX



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

*Janna 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.





STATE OF KANSAS )  
 ) SS:  
COUNTY OF MITCHELL

BE IT REMEMBERED that on this 5<sup>th</sup> 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.



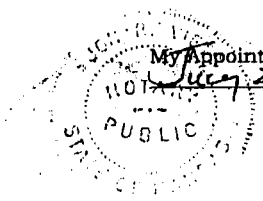
My Appointment Expires: Dec 24, 2018

[Signature]  
NOTARY PUBLIC Tan K. Viet

STATE OF KANSAS )  
 ) SS:  
COUNTY OF MITCHELL

BE IT REMEMBERED that on this 5<sup>th</sup> 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: Dec 28, 2018

[Signature]  
NOTARY PUBLIC Tan K. 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> P.M., Chautauqua County, Kansas.

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

(3) O'Neil Lands

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

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

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

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

The Southwest Quarter of Section 30, Township 33 South, Range 13, East of the 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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](http://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*<sup>™</sup>

## 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)

**This jacket was created electronically and constitutes an original document**

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