

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: 1610011-2

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:

Tract 2A: Mac-O-Chee Farms, L.P., a Kansas limited partnership.

Tract 2B: Mac-O-Chee Farms, L.P., a Kansas limited partnership, an undivided ½ interest, AND 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, an undivided ½ interest.

Tract 2C: 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:

Tract 2A: 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, Township 33 South, Range 13 East of the 6th P.M.

Tract 2B: The Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 7, Township 33 South, Range 13 East of the 6th P.M.

Tract 2C: The Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 1, and the Northeast Quarter (NE/4) and North Half of the Southeast Quarter (N/2 SE/4) of Section 12, Township 33 South, Range 12 East of the 6th P.M., all in Chautauqua County, Kansas.

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SCHEDULE B

Commitment Number: 1610011-2

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. **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. 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.
 5. **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.
 6. **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 - \$ 110.20, paid in full (S/2 SW/4 of 6-33-13); \$485.40, paid in full (NW/4 & W/2 NE/4 of 7-33-13); \$4,638.18, paid in full (SW/4 & W/2 SE/4 of 7-33-13); \$52.42, paid in full (SE/4 SE/4 of 1-33-12); \$599.48 (NE/4, N/2 SE/4 & S/2 SE/4 E Ctr Abandoned RR 12-33-12)
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 December 4, 1965, by and between Don G. Barnett, et al, and Bee Creek Watershed (Joint) District No. 15, for a floodwater retarding structure, covering the SE/4 NW/4 of 7-33-13, Chautauqua County, Kansas, recorded December 1, 1966, in Book 2, Page 451.
7. Easement dated January 12, 1967, by and between Fort A. Zackary, et al, and Bee Creek Watershed (Joint) District No. 15, for a floodwater retarding structure, covering the E/2 NW/4 SW/4 of 7-33-13, and other property, Chautauqua County, Kansas, recorded January 26, 1967, in Book 3, Page 3.
8. Right-of-Way Easement dated March 17, 2009, by and between James R. Perkins Energy, 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 E/2 SE/4 SW/4 of 6-33-13 and W/2 NE/4, lying West of road of 7-33-13, Chautauqua County, Kansas, filed March 18, 2009, in Book 144, Page 374.
9. Easement dated May 25, 2007, by and between James R. Perkins Energy, LLC and Clark Energy, LLC, for saltwater, gas, oil and electrical lines and appurtenances, covering the NW/4 NW/4 of 7 and W/2 W/2 S/2 SW/4 of 6-33-13, and other property, Chautauqua County, Kansas, filed October 22, 2007, in Book 138, Page 579.
10. Right of Way dated October 26, 1916, by and between Rena Golden, 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 E/2 NE/4 and NE/4 SE/4 of 12-33-12, Chautauqua County, Kansas, recorded February 6, 1918, in Book S, Page 217.

11. Right of Way dated October 26, 1916, by and between Margaret Johnson, 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 SE/4 of 1-33-12, and the NE/4 NE/4 of 12-33-12, Chautauqua County, Kansas, recorded February 6, 1918, in Book S, Page 281.
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.

MISCH & BONE, COPPEYVILLE—192228

EASEMENT

(FORM "B")

<p>FROM</p> <p>Don G. Barnett, et al</p> <hr/> <p>TO</p> <p>Per Creek Watershed (Joint) District 15</p> <hr/>	<p>STATE OF KANSAS, CHAUTAUQUA COUNTY, ss.</p> <p>This instrument was filed for record on the <u>1</u> day of <u>December</u>, 19 <u>66</u>, at <u>11:30</u> o'clock <u>A. M.</u>, and duly recorded in Book <u>2</u>, Page <u>451</u>, of the records of this office.</p> <p><u>Erlene Black</u> Register of Deeds</p> <p>By _____ <u>County Clerk</u></p>
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For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Don G. Barnett and Shirley L. Barnett, husband and wife, and E. C. Seybold and Maud Feybold, husband and wife (Name)

of _____ (Address), Grantor,

does hereby grant, bargain, sell, convey and release unto Per Creek Watershed (Joint) District 15 of Chautauqua and Montgomery Counties, Kansas (Name) (Address)

Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of _____ Chautauqua, State of Kansas, to-wit:

The Southeast Quarter of the Northwest Quarter of Section 7, Township 33, Range 13 East of the 6th Principal Meridian,

for the purpose of: For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored, or detained, and for the maintenance and inspection of areas to be flooded by floodwater retarding structure, designated as Site B-1-7, in the Per Creek Watershed (Joint) District No. 15, to be located in the West Half of the Southeast Quarter of Section 7, Township 33 South, Range 13 East of the 6th Principal Meridian.

1. In the event construction on the above described works of improvement is not commenced within ten years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.
3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The Grantee is responsible for operating and maintaining the above described work of improvement.
5. Special provisions: - -

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 4th day of Dec., 19 65.

E. C. Seybold Don G. Barnett (SEAL)
(Signature of Grantor)
Maud Seybold Shirley L. Barnett (SEAL)
(Signature of Grantor)

ACKNOWLEDGMENT

STATE OF KANSAS }
COUNTY OF Chautauqua } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of Dec., 19 65, personally appeared Don G. Barnett and Shirley L. Barnett, husband and wife, to me known to be the identical person(s) 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.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.

My Commission Expires: November 14, 1966 (SEAL) Loyd Foster
Notary Public

STATE OF KANSAS, COUNTY OF CHAUTAUQUA, ss.
BE IT REMEMBERED That on this 23rd day of November A.D., 19-- before me, a Notary Public in and for said County and State, came E. C. Seybold and Maud Seybold, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing instrument of writing and as such persons duly acknowledged the execution of same.

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

William A. Patterson

Fort A. Zackary, et al
To
Bee Creek Watershed

Filed: January 26, 1967, 11:00 A. M.
Erlene Black
Register of Deeds

SACRAMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Fort A. Zackary and Eleanor T. Zackary, husband and wife, of Wichita, Ks, and Leaford P. Folk and Rena E. Folk, husband and wife, and Glen A. Folk and Gyneth L. Folk, husband and wife, of Tyro, Kansas Grantors, do hereby grant, bargain, sell, convey and release unto Bee Creek Watershed (Joint) District No. 15 of Havnna, Kansas, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Chautauque, State of Kansas, to-wit:

the West Half of the Southeast Quarter, the East Half of the Southwest Quarter, the East Half of the Northwest Quarter of the Southwest Quarter, and the South Half of the Southwest Quarter of the Northwest Quarter, all in Section 7, Township 33 South, Range 13 East of the 6th P. M.

for the purposes of: For or in connection with the construction, operation, maintenance, and inspection of a floodwater retaining structure, designated as Site No. P-1-7 in the Bee Creek Watershed, to be located on the above described land; for the flowage of any water in, over, upon or through such structure; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such structure.

1. In the event construction on the above described works of improvement is not commenced within ten years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.

3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. The Grantee is responsible for operating and maintaining the above described work of improvement.

5. Special provisions: -

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantor, its successors and assigns, forever.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 12th day of January, 1967.

Leaford P. Folk
Rena E. Folk
Glen A. Folk
Gyneth L. Folk

Fort A. Zackary (SEAL)
(Signature of Grantor)
Eleanor T. Zackary (SEAL)
(Signature of Grantor)

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of January, 1967, personally appeared Fort A. Zackary and Eleanor T. Zackary, husband and wife, to me known to be the identical person(s) 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.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.

Bernice L. Stultz
Notary Public

My Commission Expires: August 1, 1970 (SEAL)

STATE OF KANSAS)
COUNTY OF MONTGOMERY) ss.

BE IT REMEMBERED, That on this 12th day of January, A. D., 1967, before me, a Notary Public in and for said County and State, came Leaford P. Folk and Rena E. Folk, husband and wife who are personally known to me to be the same persons who executed the within and foregoing instrument of writing and as such persons duly acknowledged the execution of same.

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

Lois Foster
Notary Public

My commission expires 11-14-, 1970 (SEAL)

STATE OF KANSAS)
COUNTY OF MONTGOMERY) ss.

BE IT REMEMBERED, That on this 12th day of January A. D., 1967 before me, a Notary Public in and for said County and State, came Glen A. Folk and Gyneth L. Folk, husband and wife who are personally known to me to be the same persons who executed the within and foregoing instrument of writing and as such persons duly acknowledged the execution of same.

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

Lois Foster
Notary Public

My commission expires 11-14-, 1970 (SEAL)

L. P. Snyder, et al
To
Union Gas System, Inc.

Filed: January 30, 1967, 10:10 A. M.
Erlene Black
Register of Deeds

RIGHT OF WAY CONTRACT

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 One Dollar (\$1.00) per rod for each line to be paid when such grant shall be used or occupied, except the first line, L. P. Snyder and Ruth Snyder, his wife; and Carl Walters and Alice Walters, his wife Address: Sedan, Kansas do hereby grant to UNION GAS SYSTEM, INC., of Independence, Kansas, successors or assigns, the right of way to lay, maintain, protect, alter, repair, operate, remove and relay pipe lines for the transportation of gases on, over and through certain lands, situate in Chautauque County, State of Kansas described as follows:

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

United States Department of Agriculture
Rural Development

Right-of-Way Easement

STATE OF KANSAS }
Chautauqua County } ss \$8.00
This instrument was filed for
record this 18 day of March
2009 at 11:35 o'clock AM and
duly recorded in book 144
of records on page 374

James C. Beeson
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **JAMES R. PERKINS ENERGY, LLC; PO Box 707; Howard, KS 66349**, 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 East Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 33 South, Range 13 East of the 6th P.M.; and the West Half of the Northeast Quarter, lying West of the county road, Section 7, Township 33 South, Range 13 East of the 6th 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 day of March 2009.

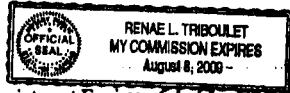
JAMES R. PERKINS ENERGY, LLC

James R. Perkins
By _____

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 James R. Perkins, who is 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)

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

STATE OF KANSAS)
Chautauque County) ss \$16.00 ✓
This instrument was filed for
record this 22 day of October
2007 at 2:05 o'clock PM and
duly recorded in book 138
of records on page 579

Diana C. [Signature]
REGISTER OF DEEDS

EASEMENT

AGREEMENT made effective MAY 25, 2007, by and between JAMES R. PERKINS ENERGY, LLC, as Grantor, and CLARK ENERGY, LLC, as Grantee.

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

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 33 SOUTH, RANGE 13, EAST OF THE 6TH P.M.;

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; TOWNSHIP 33 SOUTH, RANGE 12, EAST OF THE 6TH P.M.;

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 33 SOUTH, RANGE 13, EAST OF THE 6TH P.M.;

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 33 SOUTH, RANGE 13, EAST OF THE 6TH P.M.;

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

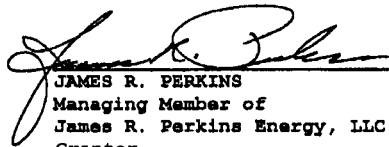
1. Grantee shall have the right to lay, maintain, operate, inspect, replace, change and remove one or more saltwater, gas, oil and/or electric lines, with all incidental and necessary appurtenances. Provided, however, Grantee shall be entitled to lay said lines on the surface of the ground for the first thirty (30) months from and after the date of this easement.
2. Said license, easement and right of way shall comprise a fifty foot (50') strip of land, for construction, maintenance and removal purposes, with an actual easement width of twenty-five feet (25'). The centerline of said license, easement and right of way shall be the actual location of the saltwater, gas, oil and/or electric lines as installed and established.
3. Grantee shall consult with Grantors as to the course, route and direction of said saltwater, gas, oil and/or electric lines and the placement of other necessary appurtenances used in connection with said lines, if any.
4. Subject to provisions of Paragraph 1, grantee shall bury said saltwater, gas, oil and/or electric lines below plow depth.
5. At all times material hereto, Grantee shall conduct its operations in a workmanlike manner; it shall conduct all reasonable land reclamation activities as may become necessary due to the installation

and maintenance of said saltwater, gas, oil and/or electric lines; and it shall be and remain mindful of the Grantors' surface activities, so as not to cause unreasonable interference with the same.


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

7. For so long as the saltwater, gas, oil, and/or electric lines are in use, this agreement shall remain in legal force and effect, and the license, easement and right of way granted hereunder shall constitute a covenant running with the land.

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



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

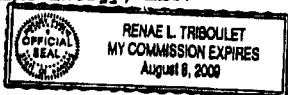


RANDY W. CLARK
Managing Member of
Clark Energy, LLC
Grantee

ACKNOWLEDGMENTS

STATE OF KANSAS, COUNTY OF Elk, ss:

This instrument acknowledged before me this 25th day of May, 2007, by James R. Perkins, Managing Member of James R. Perkins Energy, LLC.



Renae L. Triboulet
Notary Public

My app't. expires: Aug. 8, 2009

STATE OF KANSAS, COUNTY OF CHAUTAUQUA, ss:

This instrument acknowledged before me this 25th day of May, 2007, by Randy W. Clark, Managing Member of Clark Energy, LLC.



Renae L. Triboulet
Notary Public

My app't. expires: Aug. 8, 2009

Reverend Golden,

To My Great Fuel Supply Co.

Dated Feb 1916, at Fort Worth, Tex.
W. R. Golden, Jr.
State of Texas.

Right of Way

That and in consideration of the sum of One Dollar, to me in hand paid, receipt of which is hereby acknowledged, and the further consideration of one acre, more or less, to be paid when such grant shall be used as occupied, Reverend Golden and Walter Golden, her husband, do hereby grant to the Manufacturing Fuel Supply Company, successors and assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, over and through certain lands, situate in (Montague County, State of Texas), described as follows: E 1/4 of the N.E. 1/4 and N.E. 1/4 of S.E. 1/4 of Section No. 12, Twp. 33, Range 12.

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 and fences from the laying, maintaining or operating said lines; said damage, if not voluntarily agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantee, heirs or assigns, one by said grantee, successors and assigns, such persons shall be final and conclusive.

In Witness Whereof, the parties hereunto have set their hands and seals this 21st day of October, A.D. 1916.

Reverend Golden, (heir)
Walter Golden, (husb)

Signed, sealed and delivered in the presence of J. H. Williams, W. R. Golden, Jr. and J. M. Mat. Jr. State of Texas, County of Montague, this 21st day of October, A.D. 1916, before me the not public notary public of the State in and for said county, personally came the within named Walter Golden and Walter Golden, his husband, to me known to be the persons named in the foregoing 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 day of _____, A.D. 1916.

Chas. J. Allen, (notary)
Justice of the Peace

Notary Public in and for the State of Texas

5/281

Margaret Johnson,
16-
Mfg. Fuel Supl. Co.

Filed Feb. 6th 1918 at 4 P.M.
W. W. Sankaley,
Chg. of Records.

Right of Way.

For And In Consideration of the sum of One Dollar, to me in hand paid, receipt of which is hereby acknowledged, and the further consideration of Ten cts. per foot to be paid when such grant shall be used or occupied, Margaret Johnson, a Widow, do hereby grant to The Manufacturers Fuel Supply Company, successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, on, over and through certain lands, situate in Chautauk County, State of Kansas, described as follows:

SE 1/4 of the SE 1/4 of Section 1 - Twp. 39, Range 12.
Also the NW 1/4 of the NE 1/4 of Section No. 12 Twp. 33 Range 12.
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 grantee who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, such persons shall be final and conclusive.

In Witness Whereof, the parties hereto have set their hands and seals this 26th day of October, A.D. 1916.
Margaret Johnson (read)

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

State of Kansas, Monticello County, ss:
Be It Remembered: That on this 31st day of July, A.D. 1918, before me, the subscriber, a Notary Public in and for said county, personally came the within named Margaret Johnson, 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.

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

James C. Bess
 REGISTER OF DEEDS

OIL AND GAS LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: *James R. Perkins*
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

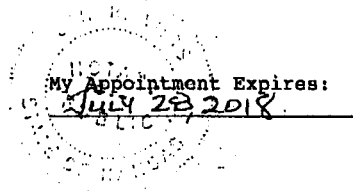
By: *Eugena L. Willhite Trustee*
Eugena L. Willhite, Trustee

STATE OF KANSAS)
COUNTY OF MONTGOMERY) ss

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

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

Jon R. Viets
NOTARY PUBLIC JON R. VIETS



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 Revocable Trust U/A dated November 29, 2007, Lessors shown above, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be their free act and deed.

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

My Appointment Expires:
July 28 2018
NOTARY PUBLIC

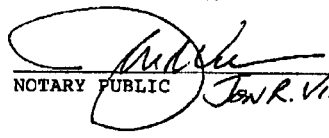

NOTARY PUBLIC John R. Vietz

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

Janna C. Beza
REGISTER OF DEEDS

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

WITNESSETH

1. **The Land.** Owners own the land located in Chautauqua County, Kansas described in Exhibit "A" attached hereto.

2. **Operators.** Operator has heretofore conducted oil and gas operations on portions of the land.

3. **Access.** Owners hereby grant Operator the right of ingress and egress from the land for purpose of plugging and abandonment of such oil and gas wells as to which Operator is the owner or operator, as well as for the collection, salvage and removal of oil field pipe and equipment.

4. **Damages.** Operator shall exercise due care and caution for the protection of the surface in the conduct of its operations. Access shall be made by means of established lease or pasture roads to the extent practicable.

5. **Non-Assumption.** Operator does not hereby assume the obligation to plug, abandon or remediate any oil or gas well or surface conditions as to which Operator has no responsibility under the orders or directives of the Kansas Corporation Commission.

6. **Term.** This agreement shall have a term of 10 years from the date hereof, but may be extended by the written request of the Operator for such time as is reasonably required to complete its operations.

7. **Release.** Operator may at any time sooner release its rights hereunder as to any portion or portions of the land by written release filed with public record.

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

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

STATE OF KANSAS)
COUNTY OF McPherson) SS:

BE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public, in and for the County and State aforesaid, came 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.



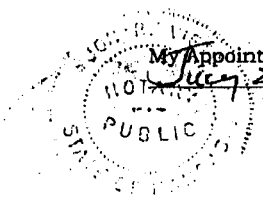
[Signature]
NOTARY PUBLIC Tank Viet

My Appointment Expires: Dec 24, 2018

STATE OF KANSAS)
COUNTY OF McPherson) SS:

BE IT REMEMBERED that on this 5th day of October, 2016, before me, a Notary Public in and for the County and State aforesaid, came E. Wayne Willhite and Eugena L. Willhite, husband and wife, Trustees of the E. Wayne Willhite and Eugena L. Willhite 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.



[Signature]
NOTARY PUBLIC Tank Viet

My Appointment Expires: Dec 28, 2018

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) Hattrup Land

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

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

B. Willhite Ranchlands

(1) Brougham Ranchlands

T33S, R12E, Chautauqua County, Kansas

Section 1: SE/4 SE/4

Section 12: NE/4

N/2 SE/4

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

Section 23: NE/4 NE/4

Section 24: N/2 NW/4

E/2

Section 35: SW/4 SE/4; and

T34S, R12E, Chautauqua County, Kansas

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

S/2 NE/4

NE/4 SE/4; and

T33S, R13E, Chautauqua County, Kansas

Section 31: W/2 SE/4

E/2 SW/4; and

T34S, R13E, Chautauqua County, Kansas

Section 6: E/2 NW/4

W/2 NE/4; and

(2) Neitfeld Lands

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

C. Brougham Ranch Headquarters

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

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



Privacy Policy

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

CONDITIONS

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



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issued By:

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

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

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