

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: 1610011-10

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

2. Policy or Policies to be issued:

Policy Amount:

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

\$ TBD

BUYER, TBD.

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

\$

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

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

Tract 10A: Mac-O-Chee Farms, L.P., a Kansas limited partnership.

Tract 10B: 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 10A: The North Half of the Southeast Quarter (N/2 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 35; and the Southwest Quarter (SW/4) and the West Half of the Southeast Quarter (W/2 SE/4) of Section 36, all in Township 33 South, Range 12 East of the 6th P.M. and Lot 1 of the Northeast Quarter of Section 2; and the Northeast Quarter (NE/4) and Lots 3 and 4 of the Northwest Quarter of Section 1, all in Township 34 South, Range 12 East of the 6th P.M., Chautauqua County, Kansas.

Tract 10B: The Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 35, Township 33 South, Range 12 East of the 6th P.M.; and Lot 2 (a/k/a NW/4 NE/4), the South Half of the Northeast Quarter (S/2 NE/4), and the East Half of the East Half of the South Half of the Northwest Quarter (E/2 E/2 S/2 NW/4) of Section 2, all in Township 34 South, Range 12 East of the 6th P.M., Chautauqua County, Kansas.

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SCHEDULE B

Commitment Number: 1610011-10

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 - \$ 343.70, paid in full (NE/4, N/2 SE/4 & SE/4 SE/4 of 35); \$688.94, paid in full (All Sec 36); \$41.50, paid in full (SW/4 SE/4 of 35); \$19.46, paid in full (E/2 SE/4 NW/4 of 2); \$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); \$60.44, paid in full (Lot 1 NE/4 of 2); and \$271.48, paid in full (NE/4 & Lots 3 & 4 NW/4 of 1)
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 January 18, 1988, by and between Brougham Properties, N.V., and Producers Service, Inc., for the right to construct, maintain, inspect, operate, protect, repair, replace, change size of and pipelines for the transportation of gas, covering part of 36-33-12 and NE/4 of 1-34-12 and other property, Chautauqua County, Kansas, recorded January 28, 1988, in Book 14, Page 151.
7. 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.
8. 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.
10. 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.

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 dated March 12, 1910, by and between James O'Neill heirs and Wichita Natural Gas Company, to lay, maintain, alter, repair and remove pipe lines, covering part of 2-34-12 and other property, Chautauqua County, Kansas, filed March 29, 1910, in Book R, Page 54.
13. Right of Way dated June 24, 1907, by and between James B. Monroe, et al, and Wichita Natural Gas Company, to lay, maintain, alter, repair and remove pipe lines, covering part of 1-34-12, Chautauqua County, Kansas, filed November 19, 1907, in Book Q, Page 100.
14. Right of Way dated September 10, 1906, by and between H.E. Sadler and Wichita Natural Gas Company, to lay, maintain, alter, repair and remove pipe lines, covering the NW/4 NE/4 of 1-34-12, Chautauqua County, Kansas, filed June 18, 1907, in Book P, Page 542.
15. 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.
16. Mineral Severance in Quit Claim Deed dated November 16, 1953, by Clyde P. Graeber and Dorothy Dell Graeber, his wife, reserving all oil, gas and mineral rights with the right to enter upon, operate and remove the same, covering the NW/4 SW/4 of 36-33-12, and other property, Chautauqua County, Kansas, filed January 27, 1954, in Book 66, Page 206.

STATE OF KANSAS } ss. \$1000 1/4
Chautauqua County }

This instrument was filed for record
this 28 day of January
1988 at 10:00 o'clock A.M. and duly
recorded in book 14 of Misc
on page 151

GRANT OF EASEMENT

Margie Brim
REGISTERED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, BROUGHAM PROPERTIES, N.V., a Netherland Antilles corporation, hereinafter referred to as "Grantor", does hereby grant, bargain, sell, and convey unto PRODUCERS SERVICE, INC., a Kansas corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege, and easement, at any time and from time to time construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove pipelines within the confines of a right of way twenty (20) feet in width, beginning at the Southwest corner of the SE/4 of Section 24, Township 33, Range 12, and continuing East along the South property line for approximately 1,690, then turning 90 degrees South under the County road, entering the Northeast Quarter (NE/4) of Section 25, Township 33, Range 12, at a point approximately 950 feet from the East line, then South along the East side of the existing lease road for approximately 12,960 feet or ending at a point where the lease road leaves the NE/4 of Section 1, Township 34, Range 12, and enters the NW/4 of Section 5, Township 34, Range 13, (to the extent the foregoing is on the following described lands), and constructed for the transportation of natural gas and constituent liquids, together with the right of ingress and egress at routes designated by Grantor to and from the same for the purposes aforesaid, over, under, through, and across the following described lands, of which the Grantor warrants they are the owners in fee simple, subject to all matters of record, situated in the County of Chautauqua, State of Kansas, to-wit:

*Chautauqua State of Kansas
Recorded 1/28/88 in
Book 14 of Chautauqua County
Page 151 of Misc
M. Brim*

SE/4 of Section 24, Township 33, Range 12; NE/4 NE/4 and SW/4 NE/4 of Section 25, Township 33, Range 12; E/2 of Section 36, Township 33, Range 12; except the NW/4 SE/4 thereof; NE/4 of Section 1, Township 34, Range 12.

In the event construction has not begun on the Grantor's premises within six (6) months and completed within one (1) year from the date of the signing of this Easement, this Easement shall become null and void.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns.

It is agreed that the pipeline to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, except where above ground valves are required or permission from Grantor to lay line on top of ground is acquired. Grantor and Grantor's tenants, licensees, invitees, agents, and employees shall have the right to fully use and enjoy the above described premises, and Grantor shall have the right to grant leases, easements, and licenses regarding such premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth, and other obstructions from the herein granted right of way, which interfere with Grantee's operation of the pipeline, and Grantor agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line.

Grantee agrees to pay to the Grantor any and all damages to crops, timber, fences, drain title, equipment, livestock, pastures, roads, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder shall be made direct to the said Grantor.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers, or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor and any tenant suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land is rented for the period beginning December 25, 1987, to December 24, 1988, on cash basis to Wesley Struthers and Vickie Struthers. Notwithstanding anything to the contrary contained herein, the parties hereto recognize that this Easement is subject to the above referenced lease and that a breach of the terms of this Easement by a tenant or subtenant shall not be interpreted as being a breach of this Easement by Grantor.

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto. Grantee shall not assign this Easement, in whole or in part, without the express written consent of Grantor, which consent shall not be unreasonably withheld.

This Easement includes a Rider attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, these presents are hereby signed in duplicate as of the 18th day of January, 1988.

GRANTOR


BROUGHAM PROPERTIES, N.V.

By [Signature]
Name: Jack N. Fingersh JACK N. FINGERSH
Title: Attorney

GRANTEE

PRODUCERS SERVICE, INC.

By [Signature]
Name: H.E. BOOTS
Title: PRESIDENT

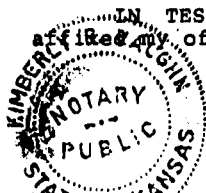
(Seal)

[Signature]
Secretary
BOOTS, JR.

ACKNOWLEDGMENTS

STATE OF Kansas
COUNTY OF Johnson, SS:

BE IT REMEMBERED that on this 18th day of January, 1988, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Sack N. Fingerish, Attorney of Brougham Properties, N.V., a Netherlands Antilles corporation, ~~and who is personally known to me to be such officer~~ and who is personally known to me to be the same person who executed, as ~~such officer~~, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Kimberly B. Vaughn
NOTARY PUBLIC KIMBERLY B. VAUGHN

My Appointment Expires:
10-27-90

STATE OF KANSAS
COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this 20th day of JANUARY, 1988, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came H.E. BOOTS and H.E. BOOTS, JR., President and Secretary, respectively, of Producers Service, Inc., a corporation incorporated and existing under and by virtue of the laws of Kansas, and who are personally known to me to be such officers and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons 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.



Jon R. Viets
NOTARY PUBLIC JON R. VIETS

My Appointment Expires:
February 28, 1990

RIDER

This Rider is attached to, and forms a part of, the Grant of Easement between Brougham Properties, N.V., as "Grantor", and Producers Service, Inc., as "Grantee", dated January 18, 1988. If there is any conflict between the terms of the Grant of Easement and this Rider, the terms of this Rider shall prevail and be binding on the parties.

1. The Grant of this Easement is conditional upon Grantee paying Grantor the amount of \$2.50 per rod of pipeline to be constructed upon land owned by Grantor, and Grantee agrees to pay such amount to Grantor before entering upon land owned by Grantor. All costs and expenses incurred in constructing the pipeline shall be borne exclusively by Grantee. In the event that Grantor desires to sell natural gas to Grantee, upon negotiation of a mutually satisfactory gas purchase contract, Grantee agrees that any charge made to Grantor for tapping into said pipeline and for the metering of natural gas, shall not exceed the actual expenses incurred by Grantee therefor.

2. Grantee agrees to indemnify and save harmless Grantor, and the officers, agents, employees and servants of Grantor from and against any and all claims, actions, liability and expense arising from or out of Grantee's and/or Grantee's employees, agents', servants' and/or independent contractors' activities on or outside of land owned by Grantor, except to the extent the same is caused by the willful or negligent act or omission of Grantor, its agents, employees or servants. If any action or proceeding is brought against Grantor by reason of any of the aforementioned causes, Grantee, upon receiving notice thereof from Grantor, agrees to defend such action or proceeding by adequate counsel at Grantee's expense.

3. At the time of entry on land owned by Grantor and throughout the term of this Easement, Grantee shall have in force with an insurance company authorized to do business in the state of Kansas and which has a Best's Insurance Guide Rating of A+;XV, a comprehensive public liability insurance policy with single limits coverage of at least \$500,000.00 which also (i) insures performance by Grantee of the indemnity agreement set forth in the preceding section, (ii) insures against liability arising from the existence and/or construction of the gas lines to be constructed and operated by Grantee, and (iii) insures against liability resulting from any pollution which may result from Grantee's activities. The policy shall also name Grantor as an additional insured. Grantee shall provide Grantor with a certificate or other evidence of such insurance prior to Grantee entering upon land owned by Grantor, which shall provide that the insurer will give Grantor 10 days written notice prior to any cancellation of, lapse or material change in the insurance. In addition to the above described insurance, Grantee agrees that every workman entering upon land owned by Grantor shall be covered by workmans compensation insurance in accordance with the laws of the State of Kansas.

4. Grantee agrees to promptly restore and repair to its original condition any damage to land owned by Grantor caused by the construction, existence, maintenance or removal of said pipeline, or caused by Grantee and/or Grantee's employees, agents, servants, and/or independent contractors, including, without limitation, the restoration of the surface of the land to its original grade and the reseeding of annual grasses.

Grantor _____
Grantee AB

5. Grantee agrees to maintain said pipeline in good condition and repair at all times at Grantee's sole expense, provided however, Grantor may repair said pipeline (i) in the event of an emergency, or (ii) if Grantee fails to repair said pipeline within ten (10) days after receipt of written notice from Grantor, and Grantee agrees to promptly pay Grantor for the total cost of such repairs upon receipt of an itemized statement.

6. Grantee agrees to conduct Grantee's activities, and to cause Grantee's employees, agents, servants, and/or independent contractors to conduct their activities in a manner that will (i) minimize interference, and (ii) not unreasonably interfere, with the activities of Grantor and/or Grantor's agents, designees, licensees and tenants.

7. The grant of this Easement shall expire on the date which Grantee permanently ceases to use said pipeline for the transportation of natural gas; provided, however, Grantee's covenants and obligations contained in this Easement shall survive such expiration. Grantee shall be deemed to have permanently ceased use of said pipeline after cessation of transmission of natural gas through the pipeline upon property owned by Grantor for two hundred and ten (210) days out of three hundred and sixty (360) consecutive days.

8. In the event Grantee fails to fully perform all Grantee's covenants and obligations contained herein within fifteen (15) days after receipt of notice from Grantor of such failure (it being agreed that such failure, other than the failure to pay money, which is of such a character that rectification thereof reasonably requires longer than said 15 day period, shall be deemed cured within such period if Grantee commences the rectification thereof within such 15 day period and completes the same with due diligence), Grantor may, at Grantor's sole option and without limitation of Grantor's additional legal and equitable remedies, declare the Easement terminated by written notice to Grantee; provided, however, Grantee's covenants and obligations contained in this Easement shall survive such termination.

9. Upon the expiration or termination of this Easement, Grantee agrees, at Grantee's sole expense, to promptly remove from the land owned by Grantor said pipeline and all materials and equipment connected therewith, to the extent that said pipeline, equipment and materials interfere with Grantor's use of the land, and restore the land owned by Grantor in accordance with Section 4 of this Rider. Grantee shall commence the removal required by this paragraph, within fifteen (15) days after receipt of notice of expiration or termination, and complete said removal and restoration within forty-five (45) days after the receipt of such notice. If Grantee fails to so remove, Grantor may, at Grantor's sole option and without limitation of Grantor's additional legal and equitable remedies, declare said pipeline and any remaining equipment and materials to be abandoned by Grantee and (i) use, destroy or neglect said pipeline, equipment and materials without liability or further obligation to Grantee, Grantee's successors or assigns, or (ii) remove any remaining pipeline, equipment and materials required to be removed by Grantee pursuant to this paragraph, and Grantee shall promptly pay Grantor for the cost of such removal and restoration of the land upon receipt of an itemized statement. Any remaining pipeline, equipment and materials which Grantee is not required by this paragraph to remove, and which Grantee does not remove, shall, at Grantor's option, become the property of Grantor upon expiration or termination of this Easement.

10. Any notice required by this Easement shall be deemed to given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Grantor

Grantee HB

To Grantor - c/o Brown, Koralchik & Fingersh
9401 Indian Creek Parkway, Suite 1100
P. O. Box 25550
Overland Park, Kansas 66210
Attention: Charles F. Miller

To Grantee -

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days notice thereof.

11. In any action or proceeding brought by either party hereto to enforce any covenant or obligation contained herein, the prevailing party shall be entitled to recover all expenses therefor, including reasonable attorneys' fees.

12. If Grantee shall fail to pay any sum owing Grantor when the same is due and payable, Grantee shall be obligated to pay Grantor, from the date due thereof until paid, interest at a per annum rate equal to the rate quoted as its prime rate by any Kansas bank selected by Grantor and having capital and surplus of at least \$50,000,000.00.

13. Notwithstanding anything contained in this Easement to the contrary, Grantor hereby reserves the right, provided Grantor causes Grantee to be provided with a reasonably suitable alternative location, to relocate or cause Grantee to relocate, at Grantor's sole cost, all or any part of said pipeline.

14. Nothing contained herein shall be deemed to be a representation by Grantor of the authority to grant Grantee any rights connected with property owned or controlled by any governmental entity, including, without limitation, any road, and Grantee shall be solely responsible for obtaining permission from all necessary governmental units in order to commit acts relating to property subject to governmental control.

Grantor

Grantee

[Signature]
AB

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^r, 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 repairs
to said Line covering certain lands in Cherokee
County Kansas State described as follows
to wit:

2 W^{1/2} of 9 W^{1/2} and 10^{1/2} of 2 E^{1/2} of 9 W^{1/2} Section 2
Twp 34 Range 12.

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

Fannie V. Castlebury Adm^r

State of Oklahoma County of Washington, etc.

On this 22nd 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^r of Sedale 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 22nd 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 of 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 across 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 29 of Migs at page 554 this 21 day of Jan. 1913 Frank & Allen Register of Deeds.

See 1st Mige recorded in Book 357 Mige at page 513 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 parts 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 east 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 Coal Co. a corporation hereby agrees to pay to parties of the first part and each of them the following sums of money to wit:

To J. N. Custer and Robert H. Custer, \$177.00 to Robert H. Custer \$44.00 to J. N. Custer \$172.50.

And as a further consideration of parties of first part, power and authority herein conveyed by parties of the first part to 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 give \$1.00 to parties of the first part such or either of them to enable the residence for the use of gas and to pay the charge for such lines or when taken 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 such 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 the said pipes shall be properly filled and level with the surface and until all damages caused by the removal of said lines or either of them or otherwise to repair the detaches is fully paid.

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 here upon the said estate having been included in each of the several sales and land and each shall be provided with water for four acres and four acres.

It is also further understood and 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 1796
J. W. C. Carter
Robert A. Carter
The State of Virginia
County of...
By J. D. S. North, Clerk of Court.

State of Virginia, Christian County
I do hereby certify that on the 14th day of April 1796 before me the undersigned a Notary Public in and for the County and State of Virginia J. W. Carter and Robert A. Carter to me known to be the persons named in and the receipt of a certain instrument of writing and they each being well advised of the contents thereof do hereby certify that they are the contents.

In testimony whereof I have hereunto set my hand and official seal this 14th day of April 1796.

C. A. Stoddard
Notary Public
My Commission expires 4th March next 1798

State of Virginia, Christian County
I do hereby certify that on the 14th day of April 1796 before me the undersigned a Notary Public in and for the County and State of Virginia J. W. Carter and Robert A. Carter to me known to be the persons named in and the receipt of a certain instrument of writing and they each being well advised of the contents thereof do hereby certify that they are the contents.

In testimony whereof I have hereunto set my hand and official seal this 14th day of April 1796.

C. A. Stoddard
Notary Public
My Commission expires 4th March next 1798

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 under signed 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

102
Gill
34
R

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 1/4 NE 1/4 section 11, township 34 south, range 12 east and SE 1/4 SE 1/4 Section 2, township 34, south, range 12 East, such

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 Feb 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 GRANTEE, 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 1/4 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-

Notes recorded in Book 61-B of Notes, Page 11. Filed Feb 5-1957. Ruby M. Polk, Register of Deeds.

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 18 day of March
2009 at 11:25 o'clock AM and
duly recorded in book 144
of records on page 372

Rena L. Triboulet
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, 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 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 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 17th day of March 2009.

E. WAYNE WILLHITE ENERGY, LLC

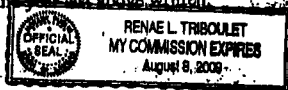
E. Wayne Willhite

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)

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

Right of Way

Filed March 29, 1910 at 3:00 P. M.
A. G. Dennis
Register of Deeds

James O'Neill heirs
to
Nichols Natural Gas Company

Know all men by these presents: That for and in consideration of one Dollar and other valuable considerations by us received the receipt whereof is hereof acknowledged we Grace O'Neill Rigdon, and George R. Rigdon her husband, Jennie O'Neill Bruce, and George A. Bruce her husband, Arab Nichols and R. S. Nichols her husband, and Howard Gray and George R. Rigdon trustees of the estate of Robert Newland O'Neill, Hugh Gorgus O'Neill and Arab O'Neill and of the estate of James O'Neill Deceased, do hereby grant to the Nichols Natural Gas Company its successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of all our gas, and erect, maintain and operate telephone lines of the same shall be found necessary on, over and through the following described lands of which we are the owners, situate in "Shawnee County State of Kansas described as follows to-wit":

N 1/2 of NW 1/4 Sec 1, NE 1/4 of NE 1/4 Sec 2 in Twp 34 Range 12 E and S 1/2 of SE 1/4 Sec 30, and SW 1/4 of Sec 30 Twp 33 Range 12 E and S 2 NE 1/4 Sec 25 and NW 1/4 of SW 1/4 of Sec 24, and SW 1/4 of NW 1/4 of Sec 24 and SE 1/4 of NE 1/4 of Sec 23 all in Twp 33 Range 11 East.

With ingress and egress to and from the same. The said grantee its successors and assigns to fully use and enjoy the said premises for the purposes herein before stated, and by the acceptance of this grant, the said grantee agrees to pay any damage which may arise to crops and fences from the laying maintaining and operating said lines, and damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantee their heirs or assigns, one by said grantee its successors or assigns and the third by the two so appointed as aforesaid, and the award of these such persons shall be final and conclusive.

In witness whereof the parties hereto have set their hands and seals this 12th day of March 1910.

Arab Nichols
R. S. Nichols

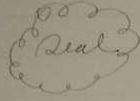
Grace O'Neill Rigdon and
Geo. R. Rigdon
Jennie O'Neill Bruce and
Geo. A. Bruce
Geo. R. Rigdon

Howard Gray Trustee of the
Estate of Robert Newland O'Neill Hugh Gorgus O'Neill
O'Neill and the estate of James O'Neill Deceased.

State of Missouri County of Jasper ss.
Be it remembered that on this 23 day of March 1910 before me do in and signed a Notary Public within and for said County and State personally appeared the within named Arab Nichols and R. S. Nichols who have come to my vision to be the same persons named in and who

53
executed the within instrument and to me they each duly acknowledged
the execution of the same.

In testimony whereof I have hereunto set my hand and affixed
my notarial seal the day and year last above written.



Harry B. Hulett

Notary Public.

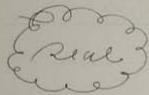
My Commission expires August 16, 1913.

State of Florida County of Brevard ss.

Be it remembered that on this 12 day of March 1910 before me the
undersigned a notary Public within and for said County and State per-
sonally appeared the within named Grace O'Neill Rigdon and Jennie
O'Neill Bruce Geo. H. Bruce to me known to be the same persons named
in and who executed the within instrument, and to me they duly ack-
nowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my
Notarial seal the day and year last above written.

My Commission expires 17 Aug 1911.



E. Vesey Hall

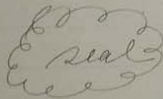
Notary Public

State of Missouri, County of Jasper ss.

On this 21 day of March 1910 before me personally appeared George
R. Rigdon as an individual and the said George R. Rigdon and
Howard Gray Trustees of the estate of Hugh Fergus O'Neill, Robert New-
land O'Neill and Sarah Nichols former Sarah O'Neill, and also
trustees of the estate of James O'Neill deceased who are personally known
to me to be the same persons who executed the foregoing instrument
and acknowledged that they executed the same as their free act and
deed as individuals and as trustees of said individuals and said estate.

In testimony whereof I have hereunto set my hand and affixed my official
seal at my office in Carthage Mo. the day and year last above written.

My Commission expires June 19th 1913.



Della G. Crain

Notary Public

Right of Way

James B Moore et ux } Filed Nov 19th A.D. 1907 at 4 Pm
 To } Fred J. Hines
 } Register of Deeds
 Wichita Natural Gas Company
 For and in consideration of One Dollar and other valuable consideration by us received, receipt of which is hereby acknowledged, we James B. Moore and Annie C. Moore, his wife, of Hartford, Conn. do hereby grant to Wichita Natural Gas 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, and erect, maintain and operate telegraph or telephone lines, if the same shall be found necessary on, over and through certain lands, situate in Chautauque County State of Kansas, described as follows:

Lots One (1) of Section One (1), in Township Thirtyfour (34), South, of Range Twelve (12) East of 6th P.M. with ingress and egress to and from the same. The said grantors heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said grantee who hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining and operating said lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, heirs or assigns; one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive.

In Witness Whereof, The parties hereto have set their hands and seals this 24th day of June, A.D. 1907.

Signed Sealed & Delivered in the presence of

- (1) H. R. Knox
 (2) W. L. Lincke

James B Moore (seal)
 Annie C Moore (seal)

State of Connecticut } ss.
 Hartford County }

Be it Remembered, That on this 24th day of June A.D. 1907 before me the subscriber, a Notary Public in and for said County personally came the within named James B. Moore & Annie C. Moore his wife to me known to be the persons named in and who executed the within instrument, and to me they each duly acknowledged the execution of the same.

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

(seal) William L Lincke (seal)
 My commission expires the First day of February 1909

Right of Way

H E Sadler et ux
To
Wichita Natural Gas Co

Filed June 18th A.D. 1907 at 4 P.M.
Fred T Hines
Register of Deeds

For and in consideration of One Dollar & 10¢ per rod and other valuable considerations by us received, receipts of which is hereby acknowledged, we H E Sadler and M.C. Sadler, his wife do hereby grant to Wichita Natural Gas Company successors or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe line for the transportation of oil or gas, and erect, maintain and operate telegraph or telephone lines, if the same should be found necessary on, over and through certain lands, situate in Chautaugus County, State of Kansas, describe as follows.

NW 1/4 of NE 1/4 Sec 1 Tp 34 R 12 E.
with ingress and egress to and from the same. The said grantor, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore, grants to the said grantee who hereby agrees to pay a. of damages which may arise to crops and fences from the laying, maintaining and operating said lines, said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons one thereof to be appointed by said grantor, heirs or assigns; one by said grantee, successors or assigns and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive.

In Witness Whereof, The parties hereto have set their hands and seals this 16th day of September A.D. 1906
Signed sealed and delivered in the presence of
(2) J. A. Ferrell
H E Sadler (as
M.C. Sadler (as

State of Wisconsin } ss
Waukesha County }

Be it Remembered, That on this 10th day of September A.D. before me, the subscriber a Notary Public in and for said county personally came the within named H. E. Sadler and M.C. Sadler his wife to me known to be the persons named in and who executed the within instrument, and to me they each duly acknowledged the execution of the same.

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

(Seal)

Oscar F Jones (seal)
Notary Public

My commission expires the 21st day of March 1909

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

James C. Beas
REGISTER OF DEEDS

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

WITNESSETH

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

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

"Operator"

Perkins Oil Enterprises, Inc.

By: [Signature]
James R. Perkins, President

"Owners"

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

By: [Signature]
James R. Perkins, President

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

By: [Signature]
E. Wayne Willhite, Trustee

By: [Signature]
Eugena L. Willhite, Trustee

STATE OF KANSAS)
) SS:
COUNTY OF Worthen)

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

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

My Appointment Expires: July 29 2016

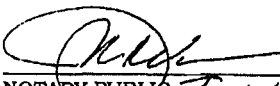
[Signature]
NOTARY PUBLIC TON R VIETS

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 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:
October 28, 2018


NOTARY PUBLIC Jan. Viet

STATE OF KANSAS)
) SS:
COUNTY OF McPherson

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

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

My Appointment Expires:
July 28, 2018



NOTARY PUBLIC Jan. Viet

EXHIBIT "A"

BROUGHAM AND ADJACENT RANGLANDS
Chautauqua County, Kansas

A. Mac-O-Chee Ranchlands

(1) Brougham Ranchlands

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

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

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

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

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

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

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

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

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

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

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

(2) Hylton Farm

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

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

(3) O'Neil Lands

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

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

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

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

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

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

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

(4) Ballard-Kimple Lands

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

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

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

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

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

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

(5) Hattrup Land

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

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

B. Willhite Ranchlands

(1) Brougham Ranchlands

T33S, R12E, Chautauqua County, Kansas

Section 1: SE/4 SE/4

Section 12: NE/4

N/2 SE/4

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

Section 23: NE/4 NE/4

Section 24: N/2 NW/4

E/2

Section 35: SW/4 SE/4; and

T34S, R12E, Chautauqua County, Kansas

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

S/2 NE/4

NE/4 SE/4; and

T33S, R13E, Chautauqua County, Kansas

Section 31: W/2 SE/4

E/2 SW/4; and

T34S, R13E, Chautauqua County, Kansas

Section 6: E/2 NW/4

W/2 NE/4; and

(2) Neitfeld Lands

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

C. Brougham Ranch Headquarters

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

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

IN WITNESS WHEREOF, the foregoing instrument, and acknowledged to me that he executed the same.
WITNESS my hand and official seal the day and year in this certificate first above written.

(SEAL)

Trine Misseth
Notary Public in and for said
County and State.

66/7d
My commission expires April 9th, 1947.

#####

Clyde P. Graeber, et ux
To
Helen M. Davis, et al

Filed: January 27, 1954, 9:10 A.M.
Ruby M. Polk
Register of Deeds

QUIT CLAIM DEED

THIS INDENTURE, Made this 16th day of November, in the year A.D. 1953, between CLYDE P. GRAEBER and DOROTHY DELL GRAEBER, his wife, 1008 Thompson Building, Tulsa 3, Oklahoma, of the first part, and Helen M. Davis, One-Half (1/2) Interest; Jacqueline D. Andrews, One-Eighth (1/8) Interest; Daphne D. Machnic, One-Eighth (1/8) Interest; True Davis, Jr., One-Eighth (1/8) Interest; Dexter D. Davis, One Eighth (1/8) Interest of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of ----- Six Hundred and No/100 (\$600.00)-----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, do hereby quit claim grant, bargain, sell and convey unto said parties of the second part and to their heirs and assigns, forever, all right, title, interest and estate, both at law and in equity of, in and to the following described real estate situate in the County of Chautauqua State of Kansas to-wit:

To the Surface Rights only in the following described land:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six (36), Township Thirty-three (23) South, Range Twelve (12) East of the 6th P.M.

Reserving and excepting all oil, gas and mineral rights with the right to enter upon, operate and remove same.

(Documentary Stamps \$1.10 Cancelled)

together with all and singular the hereditaments and appurtenances therunto belonging. To have and to hold the above granted premises unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:

Vera Moore
Fern Pasley

Clyde P. Graeber
(Clyde P. Graeber)
Dorothy Dell Graeber
(Dorothy Dell Graeber)

STATE OF OKLAHOMA,
COUNTY OF TULSA, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of November, 1953, personally appeared Clyde P. Graeber and Dorothy Dell Graeber, his wife, to me known to be the identical person 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.

Given under my hand and seal the day and year last above written.

(SEAL)

My Commission expires August 14th, 1954.

Opal Yard
Notary Public
Tulsa, Oklahoma.

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R. O. Robbins, Adm.
To
Joe Y. Allan

Filed: February 10, 1954, 3:30 P.M.
Ruby M. Polk
Register of Deeds

ADMINISTRATORS QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That whereas the Probate Court of Chautauqua County, Kansas, on the petition of R. O. Robbins, Administrator of the estate of Alice Tyler McCardle, deceased, and also upon the petition of Joe Y. Allan, after due and legal notice given did on the 6th day of February, 1954, make an order directing the said administrator to deed to Joe Y. Allan, the following described real estate situated in Chautauqua County, Kansas, to-wit:

The East half of the Northeast quarter of the Southwest quarter, and the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 35, South Range 11, East of the 6th P.M., except one acre in the Southeast corner of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 35, South Range 11, East of the 6th P.M., said one acre so excepted being 10 rods wide North and South by 16 rods long east and west,

in consideration of the said Joe Y. Allan and his wife executing and delivering to said R. O. Robbins as



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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