

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: 1610011-1

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

2. Policy or Policies to be issued:

Policy Amount:

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

\$ TBD

BUYER, TBD.

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

\$

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

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

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

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

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

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

SCHEDULE B

Commitment Number: 1610011-1

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. **EASEMENT** to provide access to the property.
- 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 - \$ 4,638.19, paid in full (SW/4 & W/2 SE/4 of 7-33-13)
2. Easements and rights-of-way for roads and/or highways, if any.
3. All oil, gas and minerals and any appurtenant rights thereto.
4. Any unreleased Oil and Gas Leases, Assignments, Sales of Oil & Gas Royalty, or leasehold Mortgages are exceptions from the coverage of the proposed Policy. This search does not cover taxes on oil, gas and other leasehold estates listed separately from the taxes on the surface rights. The title has not been searched as to leasehold interests.
5. Unrecorded Farm leases and the provisions therein, if any.
6. Easement dated 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 W/2 SE/4 and E/2 SW/4 of 7-33-13, and other property, Chautauqua County, Kansas, recorded January 26, 1967, in Book 3, Page 3.
7. Right-of-Way Easement dated March 17, 2009, by and between E. Wayne Willhite Energy, LLC and 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 W/2 SE/4 of 7-33-13, Chautauqua County, Kansas, filed March 18, 2009, in Book 144, Page 375.
8. 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.

Fort A. Zackary, et al
To
Bee Creek Watershed

Filed: January 26, 1967, 11:00 A. M.
Erlene Plack
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 Havanna, 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 off 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 Grantee, 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)
Eleanor T. Zackary (SEAL)

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.

Loyd 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.

Loyd Foster
Notary Public

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

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

Filed: January 30, 1967, 1:10 P. M.
Erlene Plack
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 Sedon, 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)
Chautauque County) ss \$12.00 ✓
This instrument was filed for
record this 18 day of March
2009 at 11:40 o'clock AM and
duly recorded in book 144
of records on page 375

Anna 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,
E. WAYNE WILLHITE ENERGY, L.L.C. and
JAMES R. PERKINS ENERGY, L.L.C. P.O. Box 707, Howard, KS 67349,
hereinafter referred to as GRANTOR does hereby grant, bargain, sell, transfer, and convey unto Rural Water
District No. 4, Chautauque County, its successor and assigns, hereinafter referred to as GRANTEE, a perpetual
easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain,
replace, and remove water main and appurtenances over, across, and through the land of the GRANTOR situated in
Chautauque County, Kansas, said land being described as follows:

The West Half of the Southeast Quarter of 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.

E. WAYNE WILLHITE ENERGY, L.L.C.

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

JAMES R. PERKINS ENERGY, L.L.C.

James R. Perkins
By: James R. Perkins, Managing Member

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

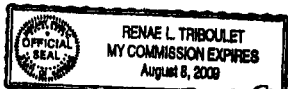
Form RD 442-20
 (Rev. 10-96)
 FORM APPROVED
 OMB NO. 0242-0015

United States Department of Agriculture
 Rural Development

STATE OF Kansas COUNTY OF Elk 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, L.L.C., 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

STATE OF Kansas COUNTY OF Elk 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, Managing Member of James R. Perkins Energy, L.L.C., who are personally known to me to be the same persons who executed the above and foregoing instrument and said persons duly acknowledged the execution of the same.

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



Renae L. Triboulet
 NOTARY PUBLIC

My Appointment Expires: 8-8-09

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

RD 442-20 (Rev. 10-96)

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

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

ACCESS AGREEMENT

Jana C. Beas
REGISTER OF DEEDS

AGREEMENT made this 11 day of October, 2016, by and between Mac-O-Chee Farms, L.P., a Kansas limited partnership, and The Trustees of the E. Wayne Willhite and Eugena L. Willhite Revocable Trust U/A November 29, 2007 ("Owners") and Perkins Oil Enterprises Inc., a Kansas Corporation ("Operator").

WITNESSETH

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

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

"Operator"

Perkins Oil Enterprises, Inc.

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

"Owners"

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

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

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

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

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

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

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

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

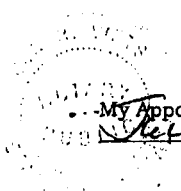
My Appointment Expires:
July 28, 2016

Jon R. Vietz
NOTARY PUBLIC Jon R. Vietz

STATE OF KANSAS)
COUNTY OF 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.



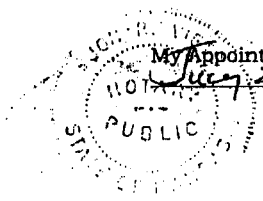
[Signature]
NOTARY PUBLIC Tam. Viet

My Appointment Expires: Dec 29, 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 Tam. 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-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)



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)

This jacket was created electronically and constitutes an original document

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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.*