

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: 1610011-6

1. Effective Date: November 1, 2016 at 8:00 a.m.
2. Policy or Policies to be issued: Policy Amount:
 - a. ALTA Owners Policy (6-17-06) \$ TBD
Proposed Insured:

BUYER, TBD.
 - b. ALTA Loan Policy (6-17-06) \$
Proposed Insured:

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

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

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

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

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 as 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; and That part of the Northeast Quarter (NE/4), lying North of the county road of Section 30, all in Township 33 South, Range 13 East of the 6th P.M., Chautauqua County, Kansas.

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SCHEDULE B

Commitment Number: 1610011-6

I. Requirements:

- A. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - 1. **WARRANTY DEED** from MAC-O-CHEE FARMS, L.P., a Kansas Limited Partnership executed by JAMES R. PERKINS, President of PERKINS DEVELOPMENT, INC., General Partner, vesting fee simple title in BUYER, TBD, together with a KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE, signed by the Seller or the Buyer, to accompany the Deed.
 - 2. We have a copy of Mac-O-Chee Farms, L.P. limited partnership agreement and an amendment dated January 25, 2011. Provide issuing agent with a **COPY** of any amendments to said document subsequent to January 25, 2011.
- 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 - \$ 83.38, paid in full (SE/4 SE/4 of 19); \$254.14, paid in full (S/2 SW/4 & SW/4 SE/4 of 20); \$80.50, paid in full (SE/4 SE/4 of 20); \$40.98, paid in full (S/2 SW/4 SW/4 of 21) & \$422.90, paid in full (NW/4 & N/2 SW/4, exc tract of 29)
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. Grant of Right of Way dated December 23, 1914, by and between C.M. Howell and W.A. Barrington to lay, maintain, alter, repair, operate and remove pipelines for the transportation of gas, covering N/2 NW/4 of 29, S/2 SW/4 of 20 and SE/4 SE/4 of 19-33-13, Chautauqua County, Kansas, filed June 3, 1915, in Book Q, Page 431.
7. Grant of Right of Way dated November 14, 2000, by and between Brenton C. Kimple and United States Exploration, Inc. to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, covering a tract in 19-33-13, and other property, Chautauqua County, Kansas, filed November 27, 2000, in Book 105, Page 738.
8. Grant of Easement dated April 9, 2014, by and between Mac-O-Chee Farms, L.P. and ECQ Pipeline, LLC, for a pipeline for the transportation of natural gas, liquids, brines and other substances, covering the NW/4 & N/2 SW/4 of 29-33-13, Chautauqua County, Kansas, filed April 29, 2014, in Book 169, Page 319.
9. Right of Way Easement dated September 20, 1990, by and between Everett Ballard and Chautauquau Gas Development Company, to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, covering part of 20-33-13, Chautauqua County, Kansas, filed September 26, 1990, in Book 16, Page 467.
10. Easement dated June 8, 1968, by and between Georger Q. Birdwell, et al, and City of Caney, Kansas, for the permanent storage and temporary detention of waters that are impounded, stored or detained for a municipal water supply for the City of Caney, covering part of 29-33-13 and other property, Chautauqua County, Kansas, filed June 20, 1968, in Book 2, Page 479.
11. Agreement for Purchase of Water Rights and Land Use, dated June 8, 1968, by and between George Q. Birdwell and the City of Caney, Kansas, to construct, operate, maintain and inspect a multiple purpose reservoir for flood prevention and municipal water supply, covering part of 29-33-13 and other property, Chautauqua County, Kansas, filed June 20, 1968, in Book 3, Page 149.
12. 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.

Grant of Right of Way.
C M Howell et al
to
W C Barrington

This instrument was filed for record record
this 3 day of June 1915 at 2 o'clock P.M.

H. C. Tankersley Reg. Secy.

For and consideration of the sum of One Dollar and other valuable
considerations, receipt of which is hereby acknowledged and further consider-
ation ten cents (10¢) for adv. to be paid when such grant shall be used or
occupied or money made thereof to determine amount of redraft.

C M Howell and Etta Howell his wife of Cherokee County, State
of Kansas, the right of way to lay, maintain, alter, repair, operate and remove
pipe lines for the transportation of gas on over and through certain lands
situated in Cherokee County in the State of Kansas, and described as
follows: The north half of the North West quarter Section Twenty (20)
South half of the South West quarter Section Twenty and the South
East quarter of the South East quarter Section Nineteen, all in Township
Thirty three South Range Thirteen East 6th 2nd.

with the rights of ingress and egress to and from the same. The said grantors
their heirs and assigns, to fully use and enjoy the said premises
except for the purposes hereinafter granted to said grantee his successors
or assigns who hereby agree to pay any damage which may be caused
to growing crops and fences from the maintaining, repairing and operating said
line said damage if not mutually agreed on to be ascertained and deter-
mined by three disinterested persons one of whom shall be selected by
the grantors, one of whom shall be selected by the grantee the award of such
persons to be final and conclusive.

In Witness Whereof the parties hereto set their hands and seals this
23 day of December 1914.

C M Howell Grantors
Etta Howell
W C Barrington, Grantee

State of Kansas }
County of Cherokee }

On this 31st day of May A.D. 1915, before me the undersigned a Notary
Public in and for the county and State of said personally appeared
C M Howell and Etta Howell his wife to me known to be the identical
persons who executed the within and foregoing instrument and ac-
knowledged to me that they executed the same as their free and
voluntary act and deed for the uses and purposes therein set forth.

Witness my hand Official seal
Seal
D My Commission Expires March 2nd 1919

A L Brown
Notary Public

Copy of Grant Recorded in
Book of Deeds Page of 60
Serial No. 23195
Register of Deeds
Cherokee Co. Mo. 23195

It is hereby agreed that there will be no means line
of pipe laid that crosses the west end of the north
west quarter of the west quarter of section twenty north

STATE OF KANSAS } SS 8⁰⁰ ✓
Chautauqua County

This instrument was filed for record
this 27 day of April
APR at 9:50 o'clock A M and duly
recorded in book 185 of
records on page 738
Sandra C. Kimple By
Matthew D. DeWitt Deputy
REGISTER OF DEEDS

GRANT OF RIGHT OF WAY

FOR AND IN CONSIDERATION OF Ten and various other DOLLARS
(\$10.00 (avo)), to the undersigned and hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to
United States Exploration, Inc.

a corporation, organized under the laws of the State of Kansas and duly authorized to transact business in the State of
Kansas, its successors or assigns, the right of way, to lay, maintain, operate and remove a pipe line for
the transportation of oil or gas, on, over or through the following lands, to-wit:

Beginning approximately 100 feet East of Chautauqua County
Lariat road on the North side of Section 30-33S-13E, running
approximately 100 feet North and East of Lariat Road following
said roadway contour to the North side of said section 30-33S-13E
approximately 500 feet West of the Northeast corner of section
30-33S-13E, thence across said section line into Section
19-33S-13E approximately 400 feet to the Southeast corner of

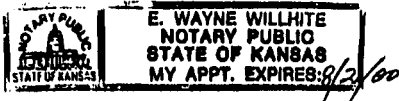
Of section 19, Township 33S, Range 13E in Chautauqua County, State of Kansas
with ingress and egress to and from the same. The said grantor, their heirs and assigns, to fully use and enjoy
the said premises, except for the purposes hereinbefore granted to the granted herein, which grantee hereby agrees to pay any
damages that may arise from the laying, maintaining and operating said pipe line; said damages, if not mutually agreed upon, to
be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, their heirs or
assigns, one by the said grantee, its successors and assigns, and the third by the two so appointed, as aforesaid, and the award of
such three persons shall be final and conclusive. And it is hereby further agreed that the said grantee, its successors or assigns,
may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like
consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damages, if any, in
making such change, to be paid by said grantee.

TO HAVE AND TO HOLD the said unto the said United States Exploration, Inc., its
successors and assigns, so long as the same shall be useful for the purpose desired by said grantee, who by the acceptance hereof
covenants and agrees with the grantor that the pipe line shall be buried so as not to interfere with the cultivation of the premises.

WITNESS their hands this 17th day of November A.D., 2000

Brenton C. Kimple
Brenton C. Kimple

Lorrie C. Kimple
Lorrie C. Kimple
LCK



STATE OF KANSAS,
County of Chautauqua ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of
November, 2000, personally appeared Brenton C. Kimple and
Lorrie C. Kimple
to me well 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.

WITNESS my hand and official seal the day and year first above written.

E. Wayne Willhite
Notary Public

My commission expires August 21, 2001

STATE OF KANSAS;

ss.

County of _____

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, personally appeared _____

to me well known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

Notary Public

My commission expires _____

Grant of Right of Way

FROM

Brent Kimple

Lori Kimple

TO

United States Exploration Inc.

State of Kansas

County of Chautauque

Name of Line Ballard - Peru - Mable

Size of Pipe 3"

MY APPT. EXPIRES _____
STATE OF KANSAS
NOTARY PUBLIC
E. WAYNE WILHELM

STATE OF KANSAS }
Chautauqua County } ss \$12.00
This instrument was filed for
record this 29 day of April
2014 at 10:00 o'clock AM and
duly recorded in book 169
of records on page 319
Laura C Basson
REGISTER OF DEEDS
Melody Rodriguez
Deputy

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

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

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section 29, Township 33S, Range 13E, Chautauqua County, Kansas.

The course and route of said pipelines shall commence at approximately 475' South of the center of said Section 29, thence run northwesterly to the approximate Northwest corner of said Section 29, a distance of approximately 245 rods.

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

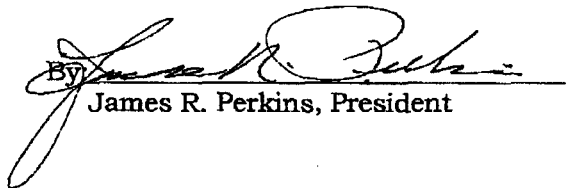
The rights herein granted include the rights of ingress and egress through the said real property for purposes of access to the easement as described.

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

IN WITNESS WHEREOF this instrument is executed by the Grantor this
9th day of April, 2014.

"Grantor"

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

By: 
James R. Perkins, President

STATE OF KANSAS)
COUNTY OF MONTGOMERY) SS:

BE IT REMEMBERED that on this 9th day of APRIL, 2014, before me, a Notary Public, in and for the County and State aforesaid, came James R. Perkins, President of Perkins Development, Inc., A Kansas Corporation, as the sole general partner of Mac-O-Chee Farms, L.P., a Kansas limited partnership, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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


NOTARY PUBLIC JON R. VIETS

My Appointment Expires:
July 22, 2014

STATE OF KANSAS } SS. # 600/111
Chautauqua County }
This instrument was filed for record
this 26 day of September
1990 at 11:15 o'clock A.M. and duly
recorded in book 162 of page
on page 467
Nadine Ballard
REGISTER OF DEEDS

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Everitt Ballard and Nadine Ballard, for and consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, convey and warrant to Chautauqua Gas Development Company, Joint Venture, an easement and right-of-way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, for the transportation of gas, oil, petroleum, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and through the following lands owned by the undersigned and situated in Chautauqua County, Kansas, and more particularly described as follows, to-wit:

Along the South Line of Section 20, Township 33 South, Range 13 East and approximately 1,000 feet along the West Line from the Northwest Corner of Section 29, Township 33 South, Range 13 East

of Section 20, 29, Township 33 South, Range 13 East and covering 316 Rods in length, more or less.

Together with the right of ingress and egress at convenient points for such purposes; to have and to hold the same unto said Grantee, its' successors and assigns, until said easement and right-of-way be exercised, and so long thereafter as any structure installed hereunder is used or remains thereon.

GRANTEE shall also pay reasonable damages to growing crops, fences or improvements accasioned in laying, repairing or removing all lines, drips, valves, or any other accessories. If the amount of damages are not agreed upon, it shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and their written determination of amount shall be final and conclusive.

EXECUTED this 20th day of September, 1990.

Everitt Ballard

Nadine J. Ballard

STATE OF KANSAS)
) SS.
COUNTY OF CHAUTAUQUA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of Sept, 1990, personally appeared EVERITT E. BALLARD and NADINE J. BALLARD, to me known to be the identical person(s), described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 5/22/93 Notary Public: John M. Hall



WISCH & SONS, COPPETVILLE—122320

EASEMENT

(FORM "B")

<p>FROM</p> <p><u>George Q. Birdwell et ux</u></p> <hr/> <p>TO</p> <p><u>City of Caney, Kansas</u></p>	<p>STATE OF KANSAS, CHAUTAUQUA COUNTY, ss.</p> <p>This instrument was filed for record on the <u>20</u> day of <u>June</u>, 19<u>68</u>, at <u>9:50</u> o'clock <u>A.</u>M., and duly recorded in Book <u>2 of Misc.</u>, Page <u>479</u>, of the records of this office.</p> <p><u>Erlene Black</u> Register of Deeds</p> <p>By _____ County Clerk.</p>
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For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

GEORGE O. BIRDWELL and BESSIE BIRDWELL, husband and wife,

(Name)

of Havana, Kansas Grantor,

(Address)

does hereby grant, bargain, sell, convey and release unto CITY OF CANEY, KANSAS,

a municipal corporation

(Name)

of Montgomery County, Kansas

(Address)

Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of _____

Chautauqua, State of Kansas, to-wit:

All that part of the W/2 of the NW/4 of the NW/4 of Section 32, and the W/2 of the SW/4 of the SW/4 and S/2 of the SW/4 of the NW/4 of the SW/4 of Section 29, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.0 feet above sea level, containing approximately 7.3 acres, more or less, Chautauqua County, Kansas

for the purpose of: For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained, and for the further purpose of providing a municipal water supply for the City of Caney, Montgomery County, Kansas, to augment the existing water supply available to the City of Caney, so that said City may release water stored in the reservoir through a gated drawdown pipe and recover it in the existing downstream channel reservoir, and for the maintenance and inspection of areas to be flooded by multiple-purpose structure, designated as Site 2-6 in the Twin Caney Watershed to be located in the Northeast Quarter of the Northeast Quarter of Section 6 and the West Half of the ****

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:

**** Northwest Quarter of the Northwest Quarter of Section 5, Township 34 South, Range 13 East of the 6th Principal Meridian,

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 8th day of June, 1968

George Q. Birdwell (SEAL)

(Signature of Grantor) GEORGE O. BIRDWELL

Bessie Birdwell (SEAL)

(Signature of Grantor) BESSIE BIRDWELL

ACKNOWLEDGMENT

STATE OF KANSAS }
COUNTY OF Chautauqua } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of

June, 1968, personally appeared GEORGE O. BIRDWELL

and BESSIE BIRDWELL, husband and wife, to me known to be the identical person(s) who

executed the within and foregoing instrument and acknowledged to me that they

executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: March 2, 1972

(SEAL)

Jeanne Matthey
JEANNE MATTHEW, Notary Public

STATE OF KANSAS)
MONTGOMERY COUNTY) SS

BE IT REMEMBERED, that on this 8th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. G. ALLEN, Mayor of the CITY OF CANEY, KANSAS, a Municipal Corporation, duly organized, incorporated and existing under and by virtue of the Laws of Kansas and F. F. FRANKS, Clerk of said CITY, 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 municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

My commission expires May 16, 1972. (SEAL) MARY JANE SHAW, Notary Public

George Q. Birdwell, et ux To City of Caney, Kansas Filed: June 20, 1968, 9:55 A. M. Erlene Black Register of Deeds

AGREEMENT FOR PURCHASE OF WATER RIGHTS AND LAND USE

THIS AGREEMENT, made and entered into this 8th day of June, 1968, between GEORGE Q. BIRDWELL and BESSIE BIRDWELL, husband and wife, of Havana, Kansas, hereinafter called parties of the first part, and the CITY OF CANEY, KANSAS, acting by and through its Governing Body, hereinafter called party of the second part.

WHEREAS, the parties of the first part are the owners of the following described real estate located in Chautauqua County, Kansas, to-wit:

All that part of the W/2 of the NW/4 of the NW/4 of Section 32, and the W/2 of the SW/4 of the SW/4 and S/2 of the SW/4 of the NW/4 of the SW/4 of Section 29, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.0 feet above sea level, containing approximately 7.3 acres, more or less, Chautauqua County, Kansas,

and the party of the second part is desirous of securing an Easement upon said property for the purposes of constructing, operating, maintaining and inspecting a multiple-purpose reservoir for flood prevention and municipal water supply for the City of Caney, Kansas, designated as Site No. 2-6 in the Twin Caney Watershed Joint District No. 34, said multiple-purpose structure to be located on portions of Sections 5 and 6, Township 34 South, Range 13 East, and to impound water upon the land described which is owned by the parties of the first part, and

WHEREAS, it is the desire of the parties hereto to enter into an Agreement with reference to the ownership, use and control of the water impounded by said multiple-purpose structure, Site No. 2-6, and the land use of the adjacent land;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The parties of the first part do hereby agree to grant, bargain, sell and convey unto the CITY OF CANEY, KANSAS, its successors and assigns, an Easement in and over and upon the following described real estate located in Chautauqua County, Kansas, to-wit:

All that part of the W/2 of the NW/4 of the NW/4 of Section 32, and the W/2 of the SW/4 of the SW/4 and S/2 of the SW/4 of the NW/4 of the SW/4 of Section 29, Township 33 South, Range 13 East of the 6th Principal Meridian, all lying below elevation 810.0 feet above sea level, containing approximately 7.3 acres, more or less, Chautauqua County, Kansas,

said Easement being for the purposes of constructing a dam or water-retarding structure and the operation, maintenance and inspection of said multiple-purpose reservoir for flood prevention and municipal water supply for the CITY OF CANEY, designated as Site No. 2-6 of the Twin Caney Watershed Joint District No. 34, and the right to impound waters which might be impounded, stored or detained by said structure and the right to release water stored in the reservoir through the gated drawdown pipe and recover it in the existing downstream channel reservoir from which water is withdrawn to the water treatment plant of the CITY OF CANEY, KANSAS.

2. It is agreed between the parties hereto that the parties of the first part shall have the right to the use of the impounded water on the land described as belonging to the parties of the first part for domestic and irrigating purposes and that the said parties of the first part shall have the control of the water and the area upon which water is or might be impounded by the structure at Site No. 2-6, except the right of the CITY OF CANEY, KANSAS, to release water stored in the reservoir through the gated drawdown pipe and recover it in the existing downstream channel reservoir from which water is withdrawn to the water treatment plant of the CITY OF CANEY and the right to operate and maintain said multiple-purpose structure Site No. 2-6 of the Twin Caney Watershed Joint District No. 34 and to inspect such structure by representatives of the CITY OF CANEY and the Soil Conservation Service at least annually and after each heavy run-off producing storm.

3. It is agreed between the parties hereto that the said parties of the first part shall use the land owned by them that is adjacent to the land first described above, SUBJECT TO THE FOLLOWING LIMITATIONS:

- a. No sewage, either raw or treated, shall be discharged directly into the reservoir.
- b. No toilet facilities shall be located within 50 feet of the shoreline at high water level in the reservoir.
- c. At distances of 50 to 100 feet from the shoreline at high water level, concrete vault type privies shall be used.
- d. At distances greater than 100 feet from the shoreline at high water level, septic tank-lateral field systems may be used if soil conditions and population density make such facilities feasible. In determining the feasibility of such facilities, the "MANUAL OF RECOMMENDED PRACTICE FOR LOCATING, CONSTRUCTING AND OPERATING SEPTIC TANK SYSTEMS FOR RURAL HOMES" of the Environmental Health Services, Water Supply Section, of the Kansas State Department of Health shall be used.
- e. The reservoir shall not be fertilized to increase fish propagation.

4. It is further agreed by and between the parties hereto that in consideration of the right of the CITY OF CANEY, KANSAS, to release water stored in the reservoir through the gated drawdown pipe and recover it in the existing downstream channel reservoir, which water is withdrawn to the water treatment plant of the CITY OF CANEY and the right to operate and maintain said multiple-purpose Structure Site No. 2-6 of the Twin Caney Watershed Joint District No. 34 and to inspect such structure by representatives of the CITY and the Soil Conservation Service at least annually and after each heavy run-off producing storm and the regulation of the use of the adjacent land as provided in Paragraph 3 hereof, the CITY OF CANEY, KANSAS, shall pay to parties of the first part the sum of Six Hundred Fifty-seven (\$657.00) and no/100 Dollars, it being understood and agreed that such sum is for the rights of the CITY to the water, inspection rights and regulation of adjacent land use as heretofore set out.

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

George Q. Birdwell
 GEORGE Q. BIRDWELL
BESSIE BIRDWELL
 BESSIE BIRDWELL
 PARTIES OF THE FIRST PART
 CITY OF CANEY, KANSAS
 BY H. G. Allen
 H. G. ALLEN, MAYOR
 PARTY OF THE SECOND PART

ATTEST:
F. F. Franks (CORP. SEAL)
 F. F. FRANKS, CITY CLERK

STATE OF KANSAS)
 COUNTY OF Chautauqua) SS

BE IT REMEMBERED, That on this 8th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GEORGE Q. BIRDWELL and BESSIE BIRDWELL, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

My commission expires March 2, 1972. (SEAL) Jeanne Matthew
 JEANNE MATTHEW, Notary Public

STATE OF KANSAS)
 MONTGOMERY COUNTY) SS

BE IT REMEMBERED, That on this 8th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. G. ALLEN, Mayor of the CITY OF CANEY, KANSAS, a Municipal Corporation, duly organized, incorporated and existing under and by virtue of the Laws of Kansas and F. F. FRANKS, Clerk of said CITY, 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 municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

My commission expires May 16, 1972. (SEAL) Mary Jane Shaw
 MARY JANE SHAW, Notary Public
 #####

Angeline M. Rowe Secretary-Treasurer Filed: June 24, 1968, 10:50 A.M.
 To Erlene Black
 Chautauqua County Health and Research Clinic, Inc. Register of Deeds

AFFIDAVIT OF PAID IN CAPITAL FOR CHAUTAUQUA
 COUNTY HEALTH AND RESEARCH CLINIC, INC.

STATE OF KANSAS)
 COUNTY OF CHAUTAUQUA) SS

Angeline M. Rowe being first duly sworn upon her oath deposes and says.
 That I am the duly elected, qualified and acting Secretary-Treasurer of Chautauqua County Health and Research Clinic, Inc., that the amount of capital in the sum of \$8,000.00, as stated in the Articles of Incorporation for said corporation, has been fully paid as required by law.

Subscribed and sworn to before me this 5th day of June, 1968.
Angeline M. Rowe
 Angeline M. Rowe, Secretary-Treasurer.

My Commission expires January 1, 1970. (SEAL) Gary House
 Notary Public
 #####

United States Filed: June 25, 1968, 9:45 A.M.
 vs. Erlene Black
 Martha F. Bohannon Register of Deeds
 Lindly

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE
 CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN

DISTRICT SERIAL NUMBER
Wichita W-5056

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed April 28, 1967, is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER				
<u>Martha F. Bohannon</u>				
RESIDENCE OR PLACE OF BUSINESS				
<u>Cedar Vale, Kansas, 67024</u>				
CLASS OF TAX				
(Tax Return Form No.)	PERIOD ENDED	ASSESSMENT DATE	IDENTIFYING NUMBER	UNPAID BALANCE OF ASSESSMENT
(a)	(b)	(c)	(d)	(e)
941	9-30-66	2-10-67	48-0727165	326.08
941	12-31-66	2-10-67		146.29

PLACE OF FILING
 Register of Deeds
 Chautauqua County Misc. Book 3, page 32
 Sedan, Kansas 67361 TOTAL \$ 472.37

WITNESS my hand at Wichita, Kansas, on this, the 24th day of June, 1968

DISTRICT DIRECTOR OF INTERNAL REVENUE BY (Signature) Art Plenert TITLE
 HARRY F. SCRIBNER Art Plenert Chief, SPS

#####

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.

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.



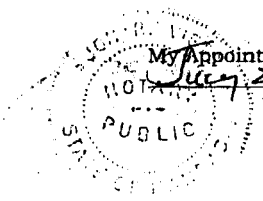
[Signature]
NOTARY PUBLIC Jan. Viet

My Appointment Expires: Dec 28, 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 Jan. Viet

My Appointment Expires: Dec 28, 2018

EXHIBIT "A"

BROUGHAM AND ADJACENT RANCLANDS
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)



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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