

**TRACT 21**

**SCHEDULE A**

FILE NO.: T- 15002

1. Effective Date: OCTOBER 25, 2010 AT 8:00 A.M.

2. Policy or Policies to be issued:

a. Owner's Policy: \$ TO BE DETERMINED

Proposed Insured: TO BE DETERMINED

b. Loan Policy: \$

Proposed Insured:  
its successors and or assigns

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:

BEST FARMS, INC.,


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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Issued through the Office of:

HIGH PLAINS LAND & TITLE  
107 GUNSMOKE, P. O. BOX 878  
DODGE CITY, KANSAS 67801

Authorized Signature

  
MITCH L. LITTLE

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest

Secretary

**LEGAL DESCRIPTION:**

The Northeast Quarter (NE/4) of Section 24, in Township 25 South, Range 30 West of the 6<sup>th</sup> P.M. Gray County, Kansas.

**LESS AND EXCEPT:** A tract of land more particularly described as follows: Commencing at the northeast corner of Section 24, Township 25 South, Range 30 West of the 6<sup>th</sup> P.M., thence south along the east line of said Section 24 for a distance of 2,128.37 feet to the point of beginning; thence continuing south along the east line of said Section 24 for a distance of 376.33 feet; thence west perpendicular to the east line of said Section 24 for a distance of 463.00 feet; thence north parallel to the east line of said Section 24 for a distance of 376.33 feet, thence east perpendicular to the east line of said Section 24 for a distance of 463.00 feet to the point of beginning;

**AND FURTHER LESS AND EXCEPT** described as follows: Beginning at a point on the west line of the west line of the said NE/4 on the north side of the highway right of way as condemned in Case No. 5437 in District Court of Gray County, Kansas, in the matter of the Condemnation of Land for State Highway Purposes for a place of beginning;; thence north on the west line of the said NE/4 198 feet; thence in a easterly direction parallel with the said highway right of way 140 feet; thence in a northerly direction parallel with the west line of said NE/4 50 feet; thence in a easterly direction parallel with the said highway right of way 110 feet; thence southerly direction parallel with the west line of said NE/4 248 feet to the said highway right of way; thence in a westerly direction along the north side of said highway right of 250 feet to the place of beginning;

**AND FURTHER LESS AND EXCEPT** A tract of ground more particularly described by metes and bounds as follows: Beginning at a point on the west line of said Northeast Quarter (NE/4) of the north side of the highway right of way as condemned in Case No., 5437 in the District court of Gray County, Kansas in the matter of the Condemnation of Land for State Highway Purposes; thence north on said quarter section line for a distance of 248 feet for a place of beginning; thence continuing north on the west line of said quarter section line of a distance of 230 feet; thence at right angles parallel with the north right of way line of said highway for a distance of 370 feet; thence south at right angles for a distance of 478 feet parallel with the west line of said quarter section line to the north side of the highway right of way as referred to above mentioned; thence west at right angles for a distance of 120 feet parallel with the north line aforementioned; thence north at right angle 248 feet parallel with the west line of said quarter section line; thence west 250 feet parallel with the north side of highway right of way to the place of beginning;

**AND FURTHER LESS AND EXCEPT** A tract of land in the NE/4 24-25-30 West of the 6<sup>th</sup> P.M., more particularly described by metes and bounds as follows: beginning at a point on the west line of the said NE/4 198 feet north of the north side of the highway right of way as condemned in Case No., 5437 in District court of Gray County, Kansas, in the matter of the Condemnation of Land for state Highway Purposes, for a place of beginning; thence in a easterly direction parallel with eh said highway right of way 140 feet, thence in a northerly direction parallel with the west line of the said NE/4 50 feet; thence in a westerly direction parallel with the said highway right of way 140 feet to the west line of the said NE/4; thence south on the west line of the said NE/4 50 feet to the place of beginning;

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## SCHEDULE B-1

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exception.
5. Execute and record MORTGAGE RELEASE of Mortgage, Dated October 1, 2008. Executed by Best farms, Inc., a Kansas Corporation to Metropolitan Life Insurance Company. Filed October 1, 2008 at 1:15 P.M., Recorded in Book 144 at Pages 317-328. Including UCC Filings, with the State and in Gray County, Register of Deeds.
6. Execute and record proper WARRANTY DEED. Executed by Best Farms, Inc., a Kansas Corporation to ( TO BE DETERMINED). (Kansas Real Estate Sales Validation Questionnaire must accompany said Deed)
7. Furnish Company with RESOLUTION by the Board of Directors of Best Farms, Inc., a Kansas, Corporation authorizing the execution and delivery of all instruments necessary for the consummation of this transaction by the proper officers. Along with a copy of the Certificate of Good Standing with the State of Kansas.
8. SURVEY REQUIRED, Executed by a Licensed Surveyor, signed, sealed, and recorded in The Office of the Register of Deeds, Gray County, Kansas. This Item may be waived with Buyers approval, and indemnify of Title Company
9. The right is reserved to make additional exceptions and/or requirements.

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## SCHEDULE B-11 EXCEPTIONS

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:

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.

1. Facts which would be disclosed by a comprehensive survey of the premises herein described.
2. Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
3. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
4. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final policy.
5. Taxes and special assessments for 2010 and subsequent years, not yet due and payable.  
FOR INFORMATION ONLY:  
N/2 24-25-30: Tax Card # FA05050 - Total amount of 2009 (\$ 245.20)
6. Except and subject to rights of way and easements for roadways, streets, highways and railways.
7. This policy does not insure against loss or damage as a result of the denial or impairment of access over the existing roadways and railways to the insured premises.
8. The square footage or acreage shown on Schedule "A" is neither insured nor guaranteed, but shown for description only.

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9. Except and subject to any mineral rights, interest and reservations of record, if any, including Oil and Gas Leases, Assignments and interest of record, if any, regarding minerals whatsoever, and all other matters thereto.
10. Except and subject to railroad rights of way, switch tracts, spur tracts, electric and telephone transmission lines and all other easements, if any over the premises.
11. Except and subject to any portion of the property within any public road.
12. Except and subject to any interest outstanding of record, in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
13. Except and subject to any claims of water rights whatsoever that would be created or established under an instrument entitled IN THE MATTER OF THE PROPOSED DESIGNATION OF AN INTENSIVE GROUNDWATER USE CONTROL AREA, in Hamilton, Kearney, Finney, Gray and Ford Counties, Kansas, dated September 29, 1986, filed December 24, 1986 at 9:35 A.M., Recorded in the Office of the Register of Deeds of Gray County, Kansas, in Book 76 at Pages 366-399 Said Groundwater Instrument was amended by instrument entitled AMENDED ORDER OF PROPOSED DESIGNATION OF AN INTENSIVE GROUNDWATER USE CONTROL AREA, dated March 6, 1987, Filed November 9, 1988 at 9:45 A.M., Recorded in the Register of Deeds of Gray County, Kansas, in Book 98 at Pages 135
14. Subject to EASEMENT. Executed by W. F. Renick to The Garden Cit Power Company, its successors and/or assigns. Filed September 2, 1950 at 8:00 A.M., Recorded in Book 56 at Page 309.
23. Subject to RIGHT OF WAY EASEMENT. Executed by Renick Cattle Co., Inc., to Sunflower Electric Cooperative Inc., its successors and/or assigns. Filed February 18, 1981 at 1:40 P.M., Recorded in Book 71 at Pages 591-594.  
ASSIGNMENT, Recorded in Book 91 at Page 310.
24. Subject to PIPELINE EASEMENT, Executed by Renick Brothers, Inc., Donoco Energy Corp., its successor and/or assigns, for pipeline purposes. Filed October 27, 1986 at 9:30 A.M., Recorded in Book 76 at Pages 324-325.  
Subject to ASSIGNMENT OF EASEMENT. Donoco Energy Corp to W.R. Renick, Inc., and Conoco Farms, Inc., Filed August 4, 1993 at 12:00 M., Recorded in Book 81 at Page 146.

**HIGH PLAINS LAND & TITLE**

**PRIVACY POLICY NOTICE**  
***PURPOSE OF THIS NOTICE***

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **HIGH PLAINS LAND & TITLE, and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.**

We may collect non-public personal information about you from the following sources:

Information we receive from you such as on applications or other forms.  
Information about your transactions we secure from our files, or from our affiliates, or others.  
We receive this information from your lender, attorney, real estate broker, etc.  
Information from public records.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, Securities and insurance.  
Non-Financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.