

**Transaction Identification Data for reference only:**

Issuing Agent: Finley Miller Title Services, LLC  
Issuing Office: Finley Miller Title Services, LLC  
ALTA Universal ID: 1170271  
Issuing Office File Number: 2005465  
Property Address: 140th & Goldfinch Road Horton, KS 66439

**INFORMATIONAL REPORT**

Issued by

**FINLEY MILLER TITLE SERVICES, LLC**

**SCHEDULE A**

1. Commitment Date: **September 29, 2020, 7:00 am**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
  
Proposed Insured:  
Proposed Policy Amount:
  - (b) 2006 ALTA® Loan Policy  
  
Proposed Insured:  
Proposed Policy Amount:
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: **Shirley Family Farms, LLC**
5. The land referred to in this Commitment is described as follows:  
  
**Tract I: The Southwest Quarter of Section Nine, in Township Four South of Range Sixteen, East of the 6th P.M.; AND**  
  
**Tract II: The North half of the Southeast Quarter of Section Nine, Township 4, Range 16, East of the 6th P.M., Brown County, Kansas**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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**INFORMATIONAL REPORT**  
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**SCHEDULE B**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  1. **Real estate taxes for the year 2019 and prior years are shown paid in full. The tax identification number is 1-06786.**
  2. **Furnish the insurer a current Certificate in Good Standing with the Secretary of State of the State of Kansas for Shirley Family Farms, LLC.**
  3. **Furnish the insurer a copy of the Articles of Organization and the Operating Agreement of Shirley Family Farms, LLC to determine who must sign the documents on behalf of the LLC.**
  4. **Record release of *UCC Financing Statement* in favor of SDS Capital SPC, Ltd., Old Greenwich, Connecticut. Said UCC Financing Statement, Number 16875 was filed in the Register of Deeds Office of Brown County, Kansas on July 17, 2006 at 11:20 a.m. in Book UCC at Page 16875. Said UCC Financing Statement shows that it covers a all assets, including, without limitation, as-extracted collateral, and proceeds thereof..**
  5. **Record properly executed Warranty Deed by authorized member(s) of Shirley Family Farms, LLC, vesting fee simple title in TBD , together with a Kansas Real Estate Sales Validation Questionnaire to accompany said deed.**

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. **Right or claims of parties in possession not shown by the Public Records.**
3. **General Taxes for the year 2019, and all subsequent years, and special assessments due or payable therewith.**
4. **Easements, or claims of easements, not shown by Public Records.**
5. **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.**
6. **Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
7. **Taxes, or special assessments, if any, not shown as existing liens by the Public Records.**
8. **The Company insures access only as long as the insured listed in Schedule A owns all of the land.**

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9. **Rights-of-Way and easements for roadways, streets, and highways.**
10. **The real estate described in Schedule A is within the boundaries of the Nemaha-Brown Watershed Joint District No. 7 of Nemaha, Brown and Jackson Counties, Kansas, and as a result of the same, may be subject to special assessment and taxation.**
11. **Oil and Gas Lease in favor of Presley Petroleum Co., dated September 25, 1990, for a period of 3 years or as long thereafter as oil or gas of whatsoever nature or kind is produced from the premises or any acreage pooled or unitized therewith. This Oil and Gas Lease is recorded in Book 329, Page 646-648 of the Register of Deeds Office of Brown County, Kansas.**
12. **Order of Designation Pesticide Management Area limiting the input of Atrazine into surface water in the Delaware River Basin in Northeast Kansas filed August 11, 1992 at 8:10 A.M. and recorded in Book 345 at Pages 259-278 of the Register of Deeds Office of Brown County, Kansas.**
13. **Terms and conditions of a Right-of-Way Agreement in favor of the Rural Water District No 2, Brown County, Kansas, dated April 22, 1993, filed April 22, 1993 at 2:45 p.m., and recorded in Book 348, Page 1939 of the Register of Deeds Office of Brown County, Kansas.**
14. **Oil and Gas Lease, dated July 18, 2002, executed by H. Wayne Shirley and Laura Lee J. Shirley, as Trustees of the H. Wayne Shirley and Laura Lee J. Shirley Revocable Trust Agreement, dated August 30, 2000, in favor of Contex Energy Company. Said oil and gas lease is recorded in Book 393 at Pages 655-656 of the Register of Deeds Office of Brown County, Kansas. This oil and gas lease has a primary term of five years from the date of the lease or as long thereafter as oil or gas of whatsoever nature or kind is produced from the leased premises with an option to the lessee to renew and extend the lease for an additional term of three years upon payment of a certain amount of money listed in said easement. There is an Assignment of Overriding Royalty Interest, recorded January 21, 2003, in Book 396 at Page 971-982; There is an Assignment of Oil and Gas Lease assigned by Contex Energy Company in favor of Heartland Oil and Gas Corp. This assignment was filed April 18, 2005 and recorded in Book 414 at Page 43 of the Register of Deeds Office of Brown County, Kansas. An additional Assignment of Overriding Royalty Interest was recorded May 9, 2005 in Book 414 at Page 386-401 in the office of the Register of Deeds of Brown County, Kansas.**
15. **Oil and Gas Lease in favor of H. Huffman and Co., dated March 7, 2013, for a period of 5 years or as long thereafter as oil or gas of whatsoever nature or kind is produced from the premises or any acreage pooled or unitized therewith. This**

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Oil and Gas Lease is recorded in Book 463, Page 653-654 of the Register of Deeds Office of Brown County, Kansas. There is an assignment of the original Oil and Gas Lease from H. Huffman & Co. to Saenger Mineral Trust and The Dennis E. Hedke & Annete B. Hedke Revocable Trust, UTA, which assignment is recorded in Book 471 at Page 622-626 of the Register of Deeds Office of Brown County, Kansas.

16. The land described in Schedule A is or may be within the exterior boundaries of the Kickapoo Tribal Reservation. Therefore, the Policy is amended to include the following defined term:

"Governmental" as the term appears in the Policy shall mean any tribal, federal or state government (including any of their political subdivisions, agencies or instrumentalities) claiming authority or jurisdiction over the insured land or any persons have an estate or interest in it.

**Tract I Only:**

17. Oil and Gas Lease in favor of W. H. Maltbie, dated March 5, 1964, for a period of 10 years or as long thereafter as oil or gas of whatsoever nature or kind is produced from the premises or any acreage pooled or unitized therewith. This Oil and Gas Lease is recorded in Book 263, Page 33 of the Register of Deeds Office of Brown County, Kansas.

**Tract II Only:**

18. The real estate described in Schedule A is within the boundaries of the Little Delaware-Mission Creek Watershed Joint District No. 5 of Brown County, Kansas, and as a result of the same, may be subject to special assessment and taxation.
19. Oil and Gas Lease in favor of Bon Homme Energy Co, dated February 19, 1982, for a period of 10 years or as long thereafter as oil or gas of whatsoever nature or kind is produced from the premises or any acreage pooled or unitized therewith. This Oil and Gas Lease is recorded in Book 309, Page 572 of the Register of Deeds Office of Brown County, Kansas. There is an assignment of the original Oil and Gas Lease from Bon Homme Energy Co to Petro American Inc, which assignment is recorded in Book 314 at Page 96-112 of the Register of Deeds Office of Brown County, Kansas.

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