ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY:THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES, ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATIONOF THE STATUSOF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY. WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY. AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED. IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

Issued through the Office of Northwest Kansas Title Co., LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (6)21371-1111

Authorized Signatory

Monroe Dans Woll

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data. if any
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.



Schedule A ALTA COMMITMENT

File Number: 2023-205

1.	Commitment Date: September 1, 2023 at 12:00 AM
2.	Policy to be issued:
	(a) ALTA Owner's Policy (6-17-06) Proposed Insured: To Be Determined Proposed Policy Amount: To Be Determined
	(b) ALTA Loan Policy (6-17-06) Proposed Insured: To Be Determined
	Proposed Policy Amount: To Be Determined
	(c) ALTA 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.	The Title is, at the Commitment Date, vested in:
	Nancy Diane DeGeneault and Michael Dennis Anderson and William Ross Anderson and Robert Kenneth Anderson
5.	The Land is described as follows:
	The Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township Six (6) South, Range Forty-two (42) West of the 6th P.M., Sherman County, Kansas
this	NOTE: This commitment is for information purposes only. No title insurance will be issued as time.
	page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to e Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



Schedule B-I

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. An original Death Certificate regarding Vera Marie Anderson must be filed at the Sherman County Register of Deeds office.
- 5. 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.
 - a. Duly authorized and executed Deed from Nancy Diane DeGeneault and Michael Dennis Anderson and William Ross Anderson and Robert Kenneth Anderson vesting Fee Simple title in TBD.

NOTE: Deed to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

b. Duly authorized and executed Mortgage from TBD in favor of securing an insured loan in the amount of \$.00.

NOTE: Mortgage to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.



Schedule B-II

ALTA COMMITMENT

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.
- Real Property Taxes are paid through 12/31/2022
 Annual Tax Amount: \$1,109.64
 Payment Schedule: Semi-Annual
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements, not shown by the public records.
- 5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
- 6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 7. Any water, oil, gas or other mineral rights, including interests owned by third parties, lessees and assignees of oil and gas leases, oil payments, mortgages and financing statements covering such mineral rights, pollution from producing well(s) or abandoned well(s), test well(s) or "dry hole(s)" on this or any of the adjoining premises or land in a unit of which this land is a part.
- 8. Rights of the public for access roads and rights of ways.
- 9. Order of Designation Regarding the Groundwater Management District No.4, filed May 21, 2018 at 10:06 a.m., recorded in Book 195 at Pages 825-844 in the office of the Sherman County Register of Deeds.
- Ratification of Oil and Gas Lease between the Daise Revocable Trust and High Plains Energy Company, filed March 1, 1991 at 11:06 A.M., recorded in Book 70 at Pages 585-586 in the office of the Sherman County Register of Deeds.
- 11. Oil and Gas Lease between Vera Daise and Betty Barkley, Co-Trustees of the Daise Revocable Trust and High Plains Energy Company, dated January 5, 1991 and filed March 1, 1991 at 10:32 A.M., recorded in Book 70 at Pages 551-552 in the office of the Sherman County Register of Deeds.



Schedule B-II

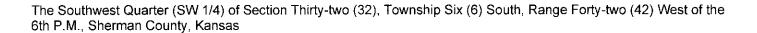
Exceptions

- 12. Oil and Gas Lease between William H. Daise and Vera I. Daise, his wife and Lincoln Maggard, dated March 12, 1975 and filed May 21, 1975 at 9:50 A.M., recorded in Book 7 at Pages 231-232 in the office of the Sherman County Register of Deeds.
- 13. Oil and Gas Exception on Deed from Daise Revocable Trust UTD 4-13-1971 to Vera Marie Anderson, dated April 10, 2006 and filed in Book 142 at Page 444 in the Sherman County Register of Deeds.
- 14. Oil and Gas Exception on Transfer on Death Deed from Vera Marie Anderson to Nancy Diane DeGenault, Michael Dennis Anderson, William Ross Anderson and Robert Kenneth Anderson, dated December 20, 2017 and filed in Book 194 at Page 498 in the Sherman County Register of Deeds.



Exhibit "A" ALTA COMMITMENT

Legal Description



SHAIR OF KANGES, COLNIY OF SHERYAN, SS
This instrument was filed this 21st
day of May 2018 at 10:06 A.M.
and recorded in Microfilm Book 195
at Page 825-8 4 Incl. FEE \$ 344.00

Register of Deeds
Billie R. Hoyt

BEFORE THE DIVISION OF WATER RESOUF CES KANSAS DEPARTMENT OF AGRICULTULE

In the Matter of the Designation of the

Groundwater Management District No. 4 District Wide

Local Enhancer Management Area in Cheyenne, Decetor,
Gove, Graham, Logan, Rawlins, Sheridan, Sheriman,
Thomas, and Wallace Counties, Kansas.

Pursuant to K.S.A. 82s-1041.

ORDER OF DESIGNATION REGARDING THE GROUNDWATER MANAGEMENT DISTRICT NO. 4 DISTRICT WIDE LOCAL ENHANCED MANAGEMENT PLAN

COMES NOW, David W. Barfield, Chief Engineer, Division of Water Resources, Kansas Dapartment of Agriculture ("Chief Engineer"), who, pursuant to K.S.A. 828-1041, having issued the Order of Decision Returning the Local Endanced Management Plan with Proposed Modifications ("Order of Decision") in the above captioned matter on February 23, 2018, and having issued a notice of acceptance of the modified management plan on Marc & 8, 2018, hereby issues this Order of Designation Regarding the Groundwater Management District No. 4 District Wide Local Enhanced Management Plan ("Order of Designation").

1. Procedural Background

- On June 8, 2017, the Northwest Kansus Groundwater Management District No. 4 ("GMD4") submitted
 formal request to the Chief Engineer for the approval of a local enhanced management area ("LEMA"),
 inch ding a proposed management plan for the period January 1, 2018 through December 31, 2022 parts ont
 to K S.A. \$2a-1041(a).
- 2. On time 27, 2017, the Chief Engineer found that the proposed management plan for the District Wide LEMA was "acceptable for consideration" as it proposed clear geographic boundaries, perialned to so a car wholly within a groundwater management district, proposed appropriate goals and corrective control provisions to meet the stated goals, gave due consideration to existing conservation measures, included a conpliance manitoring and enforcement element, and is consistent with state law.
- Pursuant to K.S.A. 82a-1041(a) and (b), the Chief Engineer initiated proceedings to designate the District Wire LEMA and scheduled an initial public hearing. Timely notice of the initial public hearing was mailed to each owner located within the proposed District Wide LEMA and published in two local newspaper: of general circulation and the Kansas Register. Such initial hearing was a degated to Constance C. Owen ("Initial Hearing Officer") pursuant to K.A.R. 5-14-3a.
- 4. Tr. Initial Public Hearing was held on August 23, 2017 in the Culture: Arts Center at Colby Community College, 1255 S. Range Avenue, Colby, Kansas, Based on all testimony entered into the record and the applicable law, the Initial Hearing Officer issued findings that the District Wide LEMA Management Flansat shed the three initial requirements as set forth in K.S.A. 82e-104; (b)(1)-(3)
- 5. Since the Initial Hearing Officer dotermined that the three initial requirements were satisfied, the Chic Engineer scheduled a second public hearing for November 14, 2017, to consider whether the District Wide Li MA Management Plan is sufficient to address any of the existing conditions set forth in K.S. A. 82: 1036(a)-(d) and thus should be approved. Timely notice of the account public hearing was mailed to each owner located within the proposed District Wide LEMA and published in the Colby Free Press on October 13, 2017, the Goodland Star-News on October 13, 2017, and in the Kansas Register on October 12, 2117.
- 6. Or October 10, 2017, a group of five water right owners ("Intervenc s") located within the proposed D strict Wide LEMA submitted a Notice of Intervention and a Motion for Continuous. The Chief Entineer did not rule on the Motion for Continuous, as K.S.A. 82a-1041 does not mandate that the public hearings be conducted as adversarial hearings and all required notice requirements were met. In accordance with the requirements of K.S.A. 82a-1041, he intent was to allow anyone to submit evidence, testimony, or or new its formation before, during, and after the second public hearing, with the opportunity to ask clarifying questions and submit written follor v-up testimony afterwards:

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Caldwell, Goodland,	Kansas 67735		
High Plains Energy C	ompany, 1600 Broadway	, Suite 1565, Denver, C	0 80202
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at the Description of the land, results to expanded, however as its rights, Specifically, but not by may of limitation of the i larrester be deviated, or to formats reparate requirem or rec- tand land or the count to recover contain no marking because		so as to enlarge or sucrease the obligations or in to offset wells on separate tracts into which the triptingting immurage of or motice to the lesses sibility, shall be binding on the lesses tensept at	name and the leave, or dissis- ration of the leave, or dissis- land covered by this feath ma- no change in the materials i ecore's option) until therty (J)
days after tester has been luranteed with written notice thein numeriship or unserest. Such motice shall be supported by establish the ownership of the (Lamung party. All advance to	red, Control with the supporting informat proginal or certified copies of all recorded payments of rentals made hereuseer within	on hereinafter referred to, by the party claims documents and other matruments or proceedings thurly 1301 days after receipt of said documents	a as the result of such them necessary in lessee's opinion t shall be building on any slice
derection for decade, for the formal organized registering or recording and the control of the c	being a successor to the lesson. In the sapportunes as to the several leaveled and the other traseled permits	recel of an assymment or sublease of this lease mens (including sublessmes) catably according to	ns to sepregated participa of the the nurless arms of each, as
 in the event braion tomoders that the lease has fa- reaser; testor claims lease has branched that lease. The ser- a condition precises to any action by lessor for any cause. 	aled to comply with any obligation ferford or of such motion and elapse of sixty (50) If, within sixty (50) days after the recei-	er, express or implies, lessor stall motify lessor days without feature marring by communicing to the pt of such motice lessor shall most or communice	net the alleged because shall I to meet the breaches alleged I
12. If leaser pures a less autorest than the entire fee of to leaser only as the proportion that his interest below to the and at that need to the next succeeding central acquirement at	or mineral estate (whether or not a lesser entire for or mineral estate. 11, however, they lesser shall have notified lesser of the	interest is stated about), the remain and reput; during the term of this lease any reversion of inte- state/ener of such reversion and shall have furnish	es herein provided shall be so crest to lesses about occur, the bod lesses with socialactors are
thereof, the restal shall be sucremed to cover the additional 13. All provisions hereof express or implied shall be su- faced attemporations thereof by such approves or courts have	interest to acquired by the tessor. Aspect to all federal and state look and the long jurisdiction), and this lease shall not	e orders, rules and regulations of all post-resoluted to any way be terminated whelly or partially at	agelicies administering the san or shall the lester be liable
demages for failure to comply with any at the sepress or ing and agencies or courts having jurisdiction). If lesses should constituted andhority having or asserting jurisdiction thangues	plied coverants bereaf if such failure is case be prevented during the last six (6) months or, or if became should be smakle during to	sed by any such laws, writers, rules or regulation s of the primary term bereof from drilling a well b sid period to drill a well because that to rou	es for interprelations thereof i crosmiter by the order of any du riprocot recessary in the drillin
or completion thereof not being particle from any case, the amiliable. 14. This lease and all of its term and condition shall fall to execute this lease is shall provetherers be bindien and	: primary turns of this lesse shall continue. Be binding upon all successors of the feature of all between many do many to be the feature of all between many do many to be the feature of the feature o	until als (6) mustbe after sold order is some re and the lessess. Should any one or more of the relies are fatorage berrie to the contract. * 6	poses and/or said objected. or parties above samed as tesso assessals understand and assess
that my payment or payments made by the lester to the own herein of the spinies of may such party as a party-lesser for 15, Lessor hereby surveyants and narrest to defend the	the parameter of maintag homesteed, down the	ill be sufficient payment bersonder as in such he r inchance rights of interchance, if may, that the lesses shall have the right of now time:	erest deleviblesheding the Josef to reverse for lessor, by paymen
smallard. 14. This team and all of its terms and conditions shall that any happened or payments make by the leater to the that any happened or payments make by the leater to the owners of the spanner of my such party are a party-to-tion for the state of the spanner of the sp	d in the event of delanit of payment by the lease for the lease may, at leaser's op-	te lessor and the leaser shall be subrogated to toon, be defected from any amounts of money white Daise Revocable Trus	the rights of the bistoir there is may become the or psychia IST.
IN WITHESS WHEREOF, we right this as of the day and	year first above written.	X il-tup kloza	
		X (1-147) (77). Vera Daise, Co-Trus S.S. #512-38-1790	tee

BOOK 70, PAGE 551

BOOK 70, PAGE 552

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TATE OF	Kansas		-1	Oktoberes, K	nesas, New Mesi Nebraska, Ne	ice, Wyaming, M rth Dukata, Sout	intum , Colorado h Doboto	, Elab,
OUNTY OF	Sherma				ACKNOWLE	DCMENT-INDI	VIDUAL	
BEFORE M	E, the unde	rsigned, a Notary	Public, in	and for said Co	ounty and State.	, on this2	th	C- Y
of								ey, Co-Trustees
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STATE OF					ACKNOWLED	GMENT (For use	by Corporation)	
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ź		FROM Co-Trustees of the Daise Revocable Trust TO	HIGH PLAINS ENERGY COMPANY		County. STATE OF KANSAS, SHERMAN COUNTY SS This instrument was filed for record on the	rch L'elock		When recorded return to Iligh Plains Energy Company 1600 Broadway, Suite 1565 Denver, CO 80202
		99 99	AIN		The second	day of March 10:32 o'cto 70 Microfilm	Register of	ly di li
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RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged. the undersigned

Rodney Jarrett, Co-Trustee of the Daise Revocable Trust

do/does,

hereby ratify, adopt and confirm in all respects an oil and gas lease dated the , 1991 , between 5th day of January

Vera Daise and Betty Barkley, Co-Trustees of the Daise Revocable Trust as lessor(s), and

High Plains Energy Company

as lessee, covering all of that certain tract of land situate in the county of

, State of Kansas , described as follows:

Section 28: SE/4 Section 29: 4 SE/4 Section 32: ~ SW/4 Section 33: N/2, NE/45W/4

STATE OF KANSAS, COUNTY OF SHERMAN SS Township & Bouth, Range 42 West, 6th P.M. SHALE OF MANSAS, COUNTY OF SHEARING STREET, STATE OF SHEARING this 1st day of March at 11:06 o'clockA..M. 1991 and duly recorded in Microfilm Books on Page 585-586

and do/does hereby grant, lease and let the land described in said lease botto the above named lessee, and/or lessee's heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor(s); except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to said lessor(s), and/or lessor(s)' heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this day of 15 February , 1991 .

Daise Revocable Trust

Rodney Jarrett, Co-Trustee

THIS AGREEM	Cala, 1963 Rev.	1	2th	day of	March		2	iv75
and between.	1.0		nd Vera	I. Daise	, his wife	, 1410 Ca	ldwell	1912
	Goodland,	100 m 2 1 2				, 2.25 00	LUNCAL	
er more) and			290 S. T	vv St. I	Englewood.	Colorado		tessar (whether
WITNESSETH: That the lessor	, for and in considera	uloi ol Ten al	nd no/10	0=	Da	10.0	O 1 to 60mm	mold the master and
fictency of which Lassigns, the foll ducing and saving	is hereby arknowledge lowing described land i ol oil, gas, gas cond	d, and the communic a for the purpose of carry ensets, gas distillate, o	nd agreements bern ring on geological, tasinghead gas, cas	inaiter contained, c geophysical and ell inghead easoline, an	does hereby grant, demi her tapionalory work, i nd all other bases and t	se, lease and let unt including core drilling helr constituted corts	the said lessee, excl., and the deliting, m	strety, its successors ining, operating for,
th oil and gas op his of way and o ing for such prod	eralions bereunder, or easements for laying p facts, and any and all	As a by-product of oil lipe lines, telephone an other rights and privi	, and gas, and the d letegraph lines, letts necessary. In	cectuster right of Lanks, power bouses chieft to be conven	injecting water, brine s, stations, pends, road- lent to the economical	and other fluids and ways and other fixture or afficient operation	aubstances into the se es or structures for pr	bsurface sirala, with oducing, breaking and
d land for the prince and other lobi	reduction of said produ slances into the subsum non-	ocla or substances and race strata of said tea	the erection of str tt of land, togethe	octures thereon to ir with any reversio	does hereby grant, demi- her saphratory work; id all other pales and to injection water, brion a stations, ponds; candilent in the economical product, save and take many rights therein, sat	care of said products d tract of land being	and substances and si situated in the Count	r injection of water,
Sherma	~**		late of 1X	anopo		described as follows	i, to-wik!	
					of the 6t		_	
	Section	n 32: SW).	Section Section ≿	n 20: SE) n 33: NEI	4. Section	n 29: SEM		
Section XX	Township	xx	Aange	хx		ogether with all sub	omerged lands, accretic	ns, stript and gares
bease, be consider	dered as containing as	or claimed by the lesson actly 840	which land shall acres, wheth	, for the purpose of or there is more o	d'exiculating the amount [153]. Per 1 of mars, gas distillate, c. herinater provided, inc to mich lesse ma e-sight twith) the ma stituent parts, produce with) -1 the gross prac- tyeth) -1 the ranket v (tes is not seld or us ses, then issaes shall brimary term. In conside the produced from the tamks price six or the tamks price six or the produced from the	t of any money payo	nent permitted or requ	ired by the terms of
from this date	Cherester called "Pr lease premises or oper	(subject to the other primary Term") and as ations for the drilling	rovisions herein co long thereafter as or production then	olained for a term oil, gas, yas confe of are continued a:	n of	atinghead gas, casing	head gasoline, and ot	ter minerals may be
To deliver,	free of cost, to the from the lease premise	l nereby mutually agree lessor at the well or to it or at the lessee's op) as sollows: b the credit of les illos to pay to the	sor little the pipe i	ine to which lessee ma w-eighth (Vith) the ma	y connect its well, a whet price at the we	an equal one-eighth [i	with) part of all all
inamulacture of	r condensate, gas disti garoline or other produ	the pipe line or storage liste, casinghead gas a pois, lesses shall pay b	: tanks. :d all ather gases, a lesser a sum eq	including their con ual to one-eighth (stilluent parts, produced Woth) of the gross pro-	from said land and seeds received from t	sold or used all the he tale of meh produ	lease premises or fa sed substances where
n Spe-eighth (Yell 3. (*1) get from	h) of the actual amount of wells on	it received by lesses for the premises capable	the sale thereof.	n commercial quant	(Yesh) of the market w Ites is not sold or us	alor therrof at the ed oif the premises	mouth of the well, b or in the manufactur	it in no event more e of pauline for a
an equal to the all the terms of	delay rentals provided this least, including	In paragraph number 6 the habendum clause, b	hereal, whether de e conclusively deer	wis the least premi wring or after the s ned that gas is be	ises, then lessee shall primary term. In consid- ing produced from the	become obligated to tration of the obligat premises during the	o pay as royally for lion so to pay, it shall Lime such gas is not	such assual period within the meaning sold or tred.
he actual amoun 5, Il any gas	t received by the lesse well on the lease pre-	e. Nises produces dey gas	in excess of that	seeded for operation	is hereunder, lessor shi	mouth of the well, bu till have the privileg	ot an ho event more th e, at his sale risk, a	an one-eighth (Valh) ast and excense, of
off; distillate, co or's wells and ta 6. If operation	endensate, gas, carlingh anks, for all operations as for the delition of	ead gas, casinghead ga hersunder,	soline and all wth	er petroleum produc	is hereunder, lessor shi promises. Notwithstand its, water and other mi lises on or before one (nerals and materials	from the lease premise	shall have free use s, except water from
provided, shall -	terminate at to both	parties unless the lesses	i, on or before th	at date, shall pay o	ir tender to lessor or to	lessor's credit in th	te nescot, then this le	ise, except as ather-
First Ne	ational	r to any bank designate	d in writing by ter	Bank at GC	odland, Ke such written designation watership of said fand o	INSOS	Suffetior or successors	mblen tank and its
indred I	Forty and	no/100 Dollars	840.00) which	whership of said land o shall operate as a ren	or the right to receive tal and cover the po	it rentals, the sum of rivilege of deterring t	re commencement of
said well may be one and other el-	f further deferred for shis conferred upon th	like periods successively lessee. Lessee may,	y. It is understoo at any time, exer	of and agreed that ute and deliver to	shall operate as a ren er and upon tike payme the consideration live lessor or place of tex- con or portions and be- recorder may be reduced the lesses, transmitted the payment or tender	nts or tenders, the of t recited herein, the d a release or releas	ornmencement of opera down payment, cover ses cerering any portio	lions for the drilling s all the privileges, n or partions of the
re a part or port	tion of this lease is make or releases. Paym	cleased as to all horizon	ns, then rentals the	ereafter payable her draft or check of	reunder may be reduced the lessee, transmitted	relieved of all child I in the proportion delivered or mailed	ations as to the port that the acreage cove I to the authorized d	ion surrendered, and red by this lease li spoultery bank or to
transmitted, deliver 7. It is express for the	ered or mailed. Isly agreed that if fer plone as such operati	ssee shall commence of	erations for the d	irilling of a well a	t any time while its is	rase is in farce, this	dease shall remain in	ile chick or draft is I forse and its term
ribed land be a the fast rental p n), this feate tha	dry hole or fall to exercise for which rental all terminate as to be	stabilish production, then I has been paid for wi th parties unless the le	i and in that ever ithin twelve (12)	it if a second well months from the fir	is fast commenced on	said land within tw	elve (12) months fall frilled during the liest	wing the expiration year of the primary
ment and in the : templated in para log more than nin	Same manuer as herein Igraph 3), this lease s Esty (90) days alter so	sabove provided, If, wi shall not terminate pro- ch ressation; or, provide	thin the primary in sided sperations for disease begins or	term of this lease, t the drilling or te-	production on the leas working of a well shall t of remain in the many	e premises shall reas be commenced before	c from any cause (of	her than a cessation g rental paying date
primary, term of : ints or commence ecution of such a	this lease, production of is operations for the o operations, and if pro-	on the lease premises at felling or reworking of duction results therefron	all crase from any a well within nic a. then as tone a	cause lather than htty 1901 days from a tech conduction o	a cessation contemplate the date of such cessar gotinues or the well ar	d in paragraph 3), the stion, and this lease :	is lease shall not trem shall remain in force a	inate provided lesses and effect during the
eulthated trops r property places	ired by lessor, lessee growing on said land, d by lessee on the le	shall bury all pipe the Lessee shall have the ase premises, including	es below ordinary right; but shall n the right to draw	plow depth la: co of be obligated, at w. and remove all c	tivated land. Lessee : Joy Lime, either befor ation. Any structures a	thall pay lesser for the or after expiration and facilities ofseed a	damages caused by his of this feate, to ren	ssee's operations to
s herrunder and : c area, the right l be drilled hear	any well or wells on t to so use such facili er than 200 feet to a	the tease premises drill: lifes may be continued my house or barn now	d or used for the beyond the term on on the premises y	injection of sail w of this lease by pa without the consent	water or other fluids r syment in advance of t of lessor.	nay also be used for he sum of One Hund	lessee's operation on ired Dollars (\$100.00)	other lands in the per year, No well
9. Lesser is gr other land, leas by the lessers	ranted the eight, from Se or leases, or interes thereof), when in less	i time to time while i it therein (whether suci ee's judgment it is ne	his lease is in fo a other interests a cessary or advisabl	rce, to pool into a re pooled by a volu e in order to prom	separate operating can unlary agreement on the sole conservation, to pro-	it or units all or are e part of the owners openly develop or one	ny part of the land of the care of or by the ex-	overed by this lease ercise of a right to
lo oblain a multi substances (onere I be of abutting	iple production altowat d by this lease, and n or cornering tracts an	ole from any government say cover one or more in rd shall not exceed 641	tal agency kaving by all tunes or lore acres for eas, o	control over such a mations underlying a as distillate or eas	matters. Any pooling l all or any portion or po- condensate and shall	herrunder may cover ortions of the lease of not exceed AD acces	all oil and gas, or seemises. Any unit for	any one or more of mid by such pooling
tr provided that ted, or allocate : affocation of all	if any governmental : a producing allowable lowable. The area poc	regulation or order sha based on acreage per- ired and the tones or i	Il prescribe a spa mell, then any suc- formations and sub-	.cling pattern for th h unit may embrac stances pooled shall	ne development of a fir e as much additional I be ses forth by lesses	d wherein the above acreage as may be in a "detiaration of	e described land, or a su prescribed at as n of qualing? filed for	portion thereof, is
of the cognities nee of such pool	disembere berein speci ing, would be payable	ocatee. Such paging s liled, except shut in ga hereunder to lessor on	s well royalties, i production from	in the date such di esser shalf receive o the land covered by	eclaration is filed unit on production from an : this lease which is pi	is a later effective area so pooled only s aced in the pooled a	date is specified in a such portion of the ro- sees as the amount of	uch declaration. In aities which, in the the surface atrease
t any transfer of well er of a dr	f any little to any lear ry hole, or the operati	schold, soyalty or other on of a producing well	interest pooled profession the pooled are	amount of the sur- ursuant hereto. The ia, shall be conside	laze acreage of the en e commencement of a red for all purposes (e	tire pooled area. M well, the conduct of xcept for royally pur	othing herely contained other drilling operations poses) the same as if	I shall authorize or ons, the completion said well were lo-
Lessee may to a and filling of	erminate any pooling a record in the county	or counties in which	nos covered by the at any Lime the the pooled area f	is lease whether or pooled unit is not a located a written	not such well is local capable of producing a declaration of the to	ied upon, or such dr ind no dràlling opera irmination of such p	illing operations are e flows are being conduc- pooling, provided that	enducted upon, said ted thereon by exe- the pooling of all
10. The rights he ownership of	of cliner party heres the fand, evolute or	nder may be assigned royalties, however accor	in whole or in pa applished, that ope	also terminated in irt and the provision crate or be construc-	some effective manner, ns hereof shall extend i ed so as to enlarge or	a their helfs, success Increase the obligati	iors and assigns, but a long or burdens of the	o change or division lessee, or diminish
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ct lesser claims indition precedent r, frace shalf no	to any action by test be deemed in default	his lease. The service is for for any cause. If, I hereunder.	of such notice and within sixty (60)	elapse of sixty the days after the re-	lesse or place of security of the control of the payment or the pa	lon Heat or comment see shall meet or comment see shall meet or co	my tessee in writing, ing to meet the allege promence to meet the	specifying in what of breaches shall be breaches alleged by
12. If lessor on ssor only in the In that event on	oms a less interest the proportion that his in the next succeeding	an the entire fee or n terest beart to the ent	ilntral estate fwho	ther or not a ferm estate. If, however	er interest is stated at	boye), the rentals an	d royalties herein pro on of interest to lesses	vided shall be paid should occur, then
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BODK 7, PAGE 232

BOOK 194 PAGE 498 TRANSFER ON DEATH DEED

Vera Marie Anderson, a single person as owner, transfers on death an undivided 1/4 interest each to Nancy Diane DeGeneault, Michael Dennis Anderson, William Ross Anderson and Robert Kenneth Anderson, as grantee beneficiaries the following-described interest in real estate located in Sherman County, Kansas:

The Southwest Quarter (SW 1/4) of Section 32, in Township 6 South, Range 42 West of the 6th P.M.

SUBJECT, HOWEVER, to the Second Amendment to the Daise Revocable Trust which states as follows:

All income from the production of oil, gas, and/or other minerals from any part of or all of the real property specifically devised above to my children, which comes due and payable from the production of oil and gas shall become the property of and be divided to my said five (5) children, share and share alike, and the title to all such land shall be subject to this provision. The five children of William H. Daise were Vera Marie Anderson, Betty Louise Barkley, Geraldine Joan Haertl, William Larry Daise, and Marguarite Blanche Carpenter (now deceased) survived by her three children, namely Shirley Larson, Joyce May and Shera Nuttal.

Except and subject to:

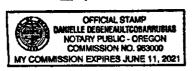
THIS TRANSFER ON DEATH DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE OWNER. IT REVOKES ALL PRIOR BENEFICIARY DESIGNATION BY THIS OWNER FOR THIS INTEREST.

This TOD is made pursuant to K.S.A. 59-3501, et seq.

	This instrument was filed this 29th	ı
	day of December 2017 AT 9:32 A.	М.
n /a	and recorded in Micrfilm Book 194	
Dated $r/20$, 2017.	at Page 498 FEE \$ 18.00	_
	Bettle R Hove	_
	Register of Deeds	_
	Billie R. Hoyt	
ERED IN TRANSFER RECORD		V.

STATE OF OREGON, COUNTY OF Lane, ss:

This transfer on death deed was acknowledged before me on December 20, 2011, by Vera Maria Anderson, a single person.



Notary Public

STATE OF KANSAS, COUNTY OF SHERMAN, SS

My appointment expires:

SEAL MICROFILM at Page 444-445 FEE \$ 12.00

Why office this INDEXED Register of Deeds

Now Ann Mether Denth TRUSTER'S DEED

TRUSTER'S DEED

At Page 444-445 FEE \$ 12.00

Register of Deeds

Billie R. Hoyt, Deputy

THIS INDENTURE, made this day of the first part, and Vera Marie Anderson, party of the second part.

WHEREAS, said successor co-trustees have decided to convey certain real property to Vera Marie Anderson, and

WHEREAS, the successor co-trustees are empowered with the authority to make said conveyance by the terms of said trust, and

WHEREAS, in consideration of DISTRIBUTION FROM TRUST

NOW, THIS INDENTURE WITNESSETH, that the said parties of the first part, under and acting by virtue and in pursuant to the power in them vested by said indenture of trust, do by these presents, grant, bargain, sell, convey and warrant unto said party of the second part, the following described real property situated in Sherman County, Kansas, to-wit:

The Southwest Quarter (SW1/4) of Section 32, in Township 6 South, Range 42 West of the 6th P.M.

SUBJECT, HOWEVER, to the Second Amendment to the Daise Revocable Trust which states as follows:

All income from the production of oil, gas, and/or other minerals from any part of or all of the real property specifically devised above to my children, which comes due and payable from the production of oil and gas shall become the property of and be divided to my said five (5) children, share and share alike, and the title to all such land shall be subject to this provision. The five children of William H. Daise were Vera Marie Anderson, Betty Louise Barkley, Geraldine Joan Haertl, William Larry Daise, and Marguarite Blanche Carpenter (now deceased) survived by her three children, namely Shirley Larson, Joyce May and Shera Nuttall.

TO HAVE AND TO HOLD the above described premises, together with all and singular the hereditaments, and appurtenances thereunto belonging or in anywise appurtaining, unto the said party of the second part.

And the party of the first part, for themselves, and their successors and assigns, and in their representative capacity as successor co-trustees, do covenant with the said party of the second part, that they have not made, done, executed, or suffered any act or thing whatsoever, whereby the above described premises or any part thereof, now or at any time hereafter, shall be imperiled, charged or encumbered in any manner whatsoever; and the title to the above granted premises against all persons lawfully claiming the same, from, through, or under them, the said party of the first part will forever warrant and defend, subject to any covenants, easements and restrictions of record and all visible easements.

DAISE REVOCABLE TRUST UTD 4-13-1971, as amended,

Notary Public

STATE OF KANSAS, COUNTY OF SHERMAN, ss:

The foregoing document was acknowledged before me this Use day of Vs , 2006, DAISE REVOCABLE TRUST UTD 4-13-1971, as amended, Betty Louise Barkley and Robert Daise, Successor Co-

Trustees

DENISE D. ARCHER State of Kansas My Appt. Exp. Aug. 17, 2006

My appointment expires: S(1)