

ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE CO.

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 REPRESENTATION OF THE STATUS OF 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, First American Title Insurance Co., a California 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 Amount of Insurance and the name of the Proposed Insured.

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

isa W Cornehl Secretar

FIRST AMERICAN TITLE INSURANCE COMPANY

Tyler, President

Bv:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Co.. 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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COMMITMENT CONDITIONS

- 1. DEFINITIONS
 - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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
- 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
 - 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:Pike County Title CompanyIssuing Office:215 W. Church Street, Bowling Green, MO 63334Issuing Office's ALTA® Registry ID:1091109Commitment No.:2025079011Issuing Office File No.:2025079011Property Address:20305 Hwy M, Curryville, MO 63339

SCHEDULE A

- 1. Commitment Date: July 7, 2025 at 08:00 AM
- 2. Policy to be issued:
 - ALTA Owners Policy (07/01/21)
 Proposed Insured: TO BE DETERMINED
 Proposed Amount of Insurance: \$0.00
 The estate or interest to be insured: FEE SIMPLE
- 3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Pat S. Bomke

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Pike County Title Company

ie Hart

By: Kenzie Hart Title: Closing Agent

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SCHEDULE B, PART 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.** 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.
- 5. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. Pursuant to §381.412 RSMo., effective August 28, 1996, real estate settlement funds must be in the form of a cashier's check, certified check, teller's check or wire transfer. If this company is preparing a HUD1 Settlement Statement in connection with this commitment, we must receive figures at least 24 hours in advance of closing.
- 7. Execute and return to this Company the Affidavit by Owner. If any problems are disclosed by said Affidavit or it is not properly executed, this Company reserves the right to make additional requirements and/or exceptions.
- 8. Cancellation or release of Future Advance Deed of Trust executed by Pat S. Bomke, an unmarried individual to John D. Zimmer, Trustee for HNB National Bank-West, dated 05/28/25 and recorded in Book 334, Page 4928 on 05/29/25, Deed Records of Pike County, Missouri, securing the principal sum of \$461,100.63.

For informational purposes only, we submit the following tax information. We assume no liability for the correctness of same. Tax locator #18-02-10-000-000-004.010 2024 Assessed Value: \$340.00 2024 County Tax: \$18.92 - PAID Situs: Hwy M, Curryville

Tax locator #18-02-09-000-000-008.020 2024 Assessed Value: \$42,640.00 2024 County Tax: \$2,372.83 - PAID Situs: 20305 Hwy M, Curryville

Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

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WE RESERVE THE RIGHT OF REVISION OF THE SCHEDULES OF THIS COMMITMENT WHEN THE IDENTITY OF BUYER(S) AT AUCTION IS MADE KNOWN; AND IF THERE IS TO BE A NEW SURVEY, WE HAVE BEEN ABLE TO REVIEW IT.

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
- 5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 7. All assessments and taxes due in 2025, and thereafter. None now due or payable.
- 8. Title to and easements in that portion of the Land within Highway M or its right of way.
- 9. Right of Way to State of Missouri for State Highway M as shown in Conveyance For State Highway Purposes recorded in Book 218 Page 537, Pike County Deed Records.
- Oil and Gas Lease in favor of Chester L. Lockard and Wayne Johnson dba Energy Research recorded in Book 321 Page 236, Pike County Deed Records. Assignments Recorded in Book 321 Page 634 and in Book 321 Page 1062 (Calhoun Research & Development Co.).

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SCHEDULE B (Continued)

11. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book 328 Page 5119, Pike County Deed Records.

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File No.: 2025079011

The Land referred to herein below is situated in the County of Pike, State of Missouri and is described as follows:

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 9 AND ALSO THE WEST HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 52 NORTH, RANGE 4 WEST, PIKE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND OLD STONE MARKING THE NORTHWEST CORNER OF AFORESAID SOUTH HALF OF THE NORTHEAST 1/4 OF SECTION 9; THENCE EAST, ALONG THE 1/4-1/4 SECTION LINE, 1237.40 FEET TO A SET IRON ROD ON THE EASTERN RIGHT OF WAY LINE OF STATE HIGHWAY "M", MARKING THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING EAST, ALONG SAID 1/4-1/4 SECTION LINE, 1524.59 FEET TO A SET IRON ROD AT BASE OF CORNER POST MARKING THE NORTHWEST CORNER OF THE AFORESAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10; THENCE NORTH 88 DEGREES 53' 02" EAST, ALONG THE 1/4-1/4 SECTION LINE, 652.84 FEET TO A 32" BURR OAK FOR CORNER, THENCE SOUTH 01 DEGREES 04' 02" EAST. DEPARTING SAID 1/4-1/4 SECTION LINE, 413.48 FEET TO A SET IRON ROD; THENCE WEST, 2141.20 FEET TO A SET IRON ROD ON THE AFORESAID EASTERN RIGHT OF WAY LINE OF STATE HIGHWAY "M", THENCE ALONG SAID RIGHT OF WAY LINE, BEING A LINE 40 FEET EAST OF, AND PARALLEL TO, THE CENTERLINE OF PAVEMENT AS TRAVELED, THE FOLLOWING COURSES AND DISTANCES: NORTH 09 DEGREES 15' 50" WEST, 53.95 FEET TO A SET IRON ROD AT A POINT OF CURVE; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2868.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 58' 51" AND AN ARC LENGTH OF 349.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES, MORE OR LESS, AS SURVEYED BY LANDMARK SURVEYING AND ENGINEERING, INC. DURING MARCH, 1997.

<u> Pike County Title Company – Privacy Policy</u>

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, 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 that 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.

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. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PRIVACY NOTICE

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at https://www.firstam.com/privacy-policy/, how we collect. use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does <u>not</u> apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found <u>here</u>.

<u>What Type Of Personal Information Do We Collect About You?</u> We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <u>https://www.firstam.com/privacy-policy/</u>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

<u>How Do We Use Your Personal Information?</u> We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Disclose Your Personal Information?</u> We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

<u>How Long Do We Keep Your Personal Information?</u> We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

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<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Notice</u>: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit https://www.firstam.com/privacy-policy/.

<u>Contact Us:</u> <u>dataprivacy@firstam.com</u> or toll free at 1-866-718-0097.

Firm 25- (Prod Perhapit >)(1.50 Shut in)(Prod-up)(keeper : 10+1) OIL AND GAS LEASE (PAID-UP) mand 19.57 2 day of. AGREEMENT, Made and entered into this ... A allinta No Hebbs ty and between JIM D Curryville 63339 mi. By 190 ..., Party of the first part, hereinafter called lessor (whether one or more ... part of the second part, hereinafter called ir see. Chester L. Lockard and Wayne Johnson 50 % each Ind d/b/a/ ENERGY RESEACH performed, has granted, demised, leased and let and by these presents dies grant, demise, lease and let unto the said leaser, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, and huilding tanks, powers stations and structures thereon, to produce, save and take Pike care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of. State of MO. ., described as follows, to-we SHONE CEOFRIM 9 152 S.E. 120 In V2. Nn! RUN 5% 111 a N/n Siv NL Siv SE N 124 ~ 2 ú1 5 i -10-15 of Section 9-14 52 41 120 ., and containing Townshir ., Range . or gas, or either of them, is produced from said land by the lessee. In consideration of the premises the said lessee covenants and aprees: To deliver in the credit of lessor free of cost, in the pipe line to which it may connect its wells, the one-eighth (1/2) part of all oil (including but lst. not limited to condensate and distillate) produced and saved from the leaved premises. 2nd. To pay lessor for gas of whatsorver nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, one-righth ()(s) at the market price at the well for the gas sold, used off the premises, or in the manufacture of pro-ducts therefrom, said payments to be made mentbly. During any period (whether before or after expiration of the primary term hereof) ---- . • s. Lesser shall have the privilege at his risk and expense of using gas from any well, preducing gas only, on the leased premises for stoves and inside lights in the principal dwelling therein out of any writing gas not needed for operations bereunder. 3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of tasing head passline or dry commercial gas, one-eighth (1/2) of the proceeds, at the mouth of the well, at the prevailing market rate for the gas during which time such gas shall be used, said payments to be made monthly. If the lesser shall commence to drill a well or commence reworking operations on an raisting well within the term of this lease or ov extension thereof, or on acreage pooled threwith, the lesser shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strats or any stratum or strata, with any other lands as to all strats or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall rembace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, -provided that i<u>i any revenuental seculation shall prescribe a spacing pattern for the development of the field or</u> allocate a producing allowable based on acreage ser well, then any such unit may embrance as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lesses shall file written unit designations in the centry in which the leased premises are 'located. Operations upon and reo-duction from the unit shall be treated as if such operations were upon or such production were from the leased premises whether on ot the well or wells are on production from the unit shall be treated is all be treated for all purposes as if it were covered by and included in this lease except that the evoluty on production from the unit shall be as below provided, and errept that in calculating the amount of any due in gas. Quality, which are other acreage originally leased and then actually embraced by this lease shall be invaried. It reapert to production from the unit, chis royable, and errept that in calculating the amount of his arceage placed in the total acreage in the unit. Here originally desced and then actually embrace by this lease shall be invaried herein as the amount of his arceage placed in the unit, or his royable interest therein on an arceage basis bears to the total acreage in the unit. If a did letter owards lease to the total acreage in the unit. If said lessor owns a less interest in the above described land than the onlire and undivided fee simple estate therein, then the royalties herein pro-vided shall be paid to the lessor only in the proposition which his interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lesser. When requested by the lesser, lessee shall bury his pipe lines below plow dirth. No well shall be drilled nearer than 200 feet to the house - i.en now on said premises, without the written consent of the lesser. Lessee shall pay for all damages caused by its operations to proving trops on said land. Lessee shall have the right at any time to remove all machinery and fistures placed on, said premises, including the right to draw and remove county to be a shall have the right at any time to remove all machinery and fistures placed on, said premises, including the right to draw and remove county If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall es-tend to their heirs, executors, administraters, successors or assigns. However, no change or division in ownership of the land or royalties shall enter the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be hinding on the lessee until after the lessee has been furnished with a written transfer at assignment or a true copy thereof. In (art lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising astronum to the date of assignment. All express or implied covenants of this lease shall be subject to all Federal and State Law: Executive Orders, Rules and Repulations, and this lease shall not be terminated, in whole or in part, not losse held liable in camages, for failure to comply therewith, if compliance is prevented by, or each failure is the result of any such Law, Order, Rule or Repulation. This lease shall be effective as to each leaser on execution heread as to his or his or his interest and abili to hinding on these signing, notwithstanding some of the leasers above named may not isin in the execute this case. as Lessor, although not named at we Lease may at any time and to be time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to leasor, or be placing a release of record in the proper County. Lessor hereby warrants and access to defend the title in the lands here a dravilled, and agrees that the lesser shall have the right at any time to re-er lessor by payment any montgages, takes or other liens on the above described lands in the event of default of payment by lessor, and be subrepated deem for lessor by payment any me to the rights of the holder thereof Five dollars per acros will be payed to lossor by lessee per well, amount of acres Lessree will pay for all damanges if eny on siad land determined by the spacing.

IN TESTIMONY WHEREON, we sign this the...

1 Jim D. Hobbs S. S. Alberta Hobbs

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Given under my hand and weat of office the day and year last above waitten

OIL AND GAS LEASE

(PAID-UP)

AGREEMENT Made and entered into this

by and between _

______.Party of the first part, hereinafter called lessor (whether one or more),

_ day of _

19

	part of the second part, hereinafter called lessee.
nd	partOf the second part, heremater caned lessee.

DOLLARS WITNESSETH, That the said lessor, for and in consideration of ______ DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of cash in nano paid, receipt of which is hereby acknowledged and of the covenants and agreements herebrate contained of the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laving pipe lines, and building tanks, powers, stations and structures thereon, to produce, save and take care of said products, all

that certain tract of land, together with any reversionary rights therein, situated in the County of _ State of

described as follows, to-wit:_

of section	, Township	, Range	, and containing	acres, more or less.

It is agreed that this lease shall remain in force for a term of _ years from date (herein call primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor free of cost, in the pipe line to which it may connect its wells, the one-eighth (1/8) part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used of the leased premises, or used in the manufacture of products therefrom, one-eighth (1/8) at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof). Lessor shall have the privilege at his risk and expense of using gas from any well, pro-ducing gas only, on the leased premises for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline dry commercial gas, one-eighth (1/8) of the proceeds, at the mouth of the well, at the prevailing market rate for the gas during

which time such gas shall be used, said payments to be made monthly. If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete re-working operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee shall continue and be in force with like effect as it such well had been completed within the term of years first mentioned. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres;-provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, they are not work and the used in such allocation of the set may embrace.

regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calcu-lating the amount of any shut in gas royalties, only that part of the acreage originally leased and then actually embraced by this lease health be counted to prepare to production may have a below provided the royalties thereon only such proshall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage

basis bears to the total accesse in the unit. If said iessor owns a less interest in the above described land than the entire and undivided fec simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his interest borrs to the whole and undivided fec. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water

from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in pr.rt, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regula-tions, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if

tions, and this lease shall not be terminated, in whole or in part, nor lesse held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation. This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or malling a release thereof to lessor, or by placing a release of record in the proper County. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment any morgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the ____

____ day of ___

_ , 19_

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Oil and Gas Lease	FROM	P		Date, Township, 19 Section, Township, Range County,	ATE OF MLGQLLLLL	at diff. and duly recorded in book 321 page 236 of the records of this office, Dage 236 of the manual build Receipton by Munichter Duid Rechtland	Pepuly Record and Mall to:
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ATE OF On this		J .		Date, Township, Range, Township, Range, No. of AcresTorm	STATE OF MUCCULULI County of Mulli This Instrument was filed for recond day of Marce	at dit of occord M., and duly rac in book 321 page 236 records of this office, page 236 records of this office, build Record of County Markeland	Record and Mall to:

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS That Chester L. Lockard and Betty A. Lockard, husband and wife and Wayne Johnson and Dorothy Johnson, husband and wife, doing business as Energy Research, a co-partnership, hereinafter called ASSIGNOR, do hereby assign, transfer and set over unto Jack R. Smith, Tom Smith, Thomas C. DeSherlia, James J. DeSherlia, Donald Toppmeyer and Terry Vaughn, doing business as Calhoun Research and Development Company, hereinafter called ASSIGNEE, all of their right title, claim and interest in and to the following described oil and gas leases in Pike County, Missouri, the LESSORS, LESSEES and real estate covered by said leases being described as follows:

Helen and Floyd Vaughan, Lessors to Chester L. Lockard and Wayne Johnson, Lessees dated Section 29 SE NE T 52 R 3W 42 Acres 2-22-83 From Section 28 SE NW NW SW T 52 R 3W 40.15 Acres Section 28 SW SW T.52 R 3W 48.65 Acres Section 32 NE NE T 52 R 3W 40 Acres Containing 170.80 Acres, more or less From Mack Elwood and Angela Elwood, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, SE NW, NE SW, NW SW, N PT Section 24 T 52 R 4W 138.06 Acres dated 2-3-83 Section 30 T 52 R 3W SW SE 40 Acres N PT N 3/4 NW NE Section 31 T 52 R 3W 10 Acres Containing 188.06 Acres, more or less Paul K. Stone, Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-8-83 From NE NW & S¹2 NW Section 12 T 51 R 3W SE SW Section 1 T 52 R 3W 120 Acres 40 Acres Containing 160 Acres, more or less Wayland Wilholt and Marie Wilholt, Lessors to Chester L. Lockard & Wayne Johnson, Lessees. From NW NEW/2 NE E/2 NW SW NW E PT NW Section 35 T 52 R 4W 240 Acres Dated 1-28-83 Containing 240 Acres, more or less From James T. Marshall and Jessie B. Marshall, Lessors to Chester L. Lockard & Wayne Johnson, SE PT SE Section 5 T 51 R 3W S PT FRL NW Section 4 T 51 R 3W 18.74 Acres Lessee, dated 2-24-83 75.10 Acres Containing 93.84 Acres, more or less From Moses J. Schrock and Wilma Schrock, Lessors to Chester L. Lockard & Betty Lockard, Lessees NW & N PT NE Section 13 T 52 R 4W. SE NE Section 14 T 52 R 4W Dated 3-21-83 297 Acres 40 Acres Containing 337 Acres Jacob A. Mast and Martha M. Mast, Lessons to Chester L. Lockard & Wayne Johnson, Lesses, S 3/4 NE Section 19 T 52 R 3W 120 Acres Dated 2-17-83 NW NW Section 20 T 52 R 3W 40 Acres From Containing 160 Acres, more or less Jim D. Hobbs and Alberta Hobbs, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, From PT S% NE (E of RTM) E% SE Section 9 T 52 R 4W 120 Acres Dated 3-7-83 Containing 720 Acres, more or less From Carol L. Stone (known as Carl Stone) and Daphne J. Stone, Lessors to Chester L. Lockard Nz SE & PT Wz SE & Ez SW Sec. 3 T 51 R 3W 124.74 Acres & Wayne Johnson, SW Sec. 2 T 51 R 3W W4 SE Sec. 2 T 51 R 3W Containing 364.74 Acres, more or less 160 Acres Marsheg; 1985d 80 Acres 1.

TromSam Mast and Anna Mast , Lessors to Chester L. Lockard & Wayne Johnson, Lessees,
NE NE Sec. 29 T 52 R 3W40 Acres
Dated 2-17-83PT NW NW Sec. 28 T 52 R 3W35 AcresSk NW Sec. 20 T 52 R 3W80 AcresContaining 155 Acres, more or less

FromWilliam A. Orf and Shirley M. Orf Lessors to Chester L. Lockard & Wayne Johnson, Lessees
PT EL SW & S FI SE Sec. 32 T 52 R 3W148 Acres Dated 2-14-83
EL NW & FRL NW NE Sec. 5 T 51 R 3W95.02 Acres
PT SE NE NW Sec. 20 T 52 R 3WPT SE NE NW Sec. 20 T 52 R 3W2.89 Acres
Containing 255.91 Acres, more or less

From Jacob P. Cirod and Savilla U. Cirod, Lessors to Chester L. Lockard & Wayne Johnson, Sł₂ NW NW SE NW Sec. 11 T 52 R 4W 59 Acres Lessees, dated 2-28-83 N⁴ NW NW Sec. 11 T 52 R 4W 20 Acres SE SW Sec. 2 T 52 R 4W 40 Acres Contaiving 119 Acres, more or less

From Jacob S. Schwartz and Lydia E. Schwartz, Lessors to Chester L. Lockard & Betty A. Lockard NW & FRL W4 NE Sec. 5 T 5? R 3W 209.70 Acres Lessees, dated Containing 209.70 Acres, more or less March 15, 1983

From Cerhard J. Purk and Katherine G. Purk, Lessors to Chester L. Lockard & Betty Lockard, FRL NE & N PT SE Sec. 6 T 52 R 3W 269.90 Acres Lessees, dated Containing 269.90 Acres, more or less March 18, 1983

 From
 Chester Loyd Wilhoit and Jewell Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson

 Section 31
 E/2
 174 Acres

 Section 32
 NW 40
 of

 Section 30
 SE 30
 of

 Section 30
 SE 30
 of

 Section 30
 SE 40
 30 Acres

 Containing 244 Acres, more or less
 30

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From Jacob W. Eicher and Catherine S. Eicher, Lessors to Chester L. Lockard & Betty A. Lockard Wag Els SE & Wls SE Sec. 31 T 52 R 3W 120 Acres Lessees, dated 3-11-83 N PT NW Sec. 8 T 52 R 3W 82 Acres PT Els NE Sec. 7 T 52 R 3W 77 Acres Containing 279 Acres, more or less

From James A. Orf and Vera N. Orf, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, SE SW & W₂ SW SE Sec. 29 T 52 R 3W 60 Acres Dated 3-7-83 SE & E¹2 FRL E¹2 SW Sec. 19 T 52 R 3W 187.85 Acres Containing 247.85 Acres, more or less

2.

From Chris R. Yoder and Melinda N. Yoder, Lessors to Chester L. Lockard & Wayne Johnson 42.7 Acres Lessees, dated N W of SW/4 Sec. 30 T 52 N R 3W 2-14-83 Containing 42.7 Acres, more or less From Wayland, Wilfred, Chester Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson FRL E¹₂ SW Sec. 30 T 52 R 3W Lessees, dated 1-31-83 Containing 36.85 Acres, more or less From Alvin J. Mast and Katie Mast and Sam Mast and Anna Mast, Lessors to Chester L. Lockard 30 Acres and Wayne Johnson, N PT Ws NE Sec. 29 T 52 R 3W Lessees, dated 2-17-83 Containing 30 Acres, more or less From Rita M, DeCoursey, Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-22-83 NW SW & E. Part W Part SE SW Sec. 22 T 52 R 4W 63.16 Acres Containing 63.16 Acres, more or less From Melvin M, Hiliy and Mary A, Hiliy, Lessors to Chester L. Lockard & Wayne Johnson, Lessees N FT W₂ SW Sec. 32 T 53 R 3W 35 Acres dated 3-14-83 E¹₂ E¹₃ SE Sec. 31 T 53 R 3W 40 Acres Containing 75 Acres, more or less From Wilfred Wilhoit and Susie Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson; Lessees EM NE SE Sec. 36 T 52 R 4W FRL NW NW FRL SW NW Sec. 31 T 52 R 3W 29 Acres dated 1-91=83 52 Acres Containing 81.41 Acres, more or less From Louis F. Orf Lessors to Chester L. Lockard & Wayne Johnson, Lessees, dated 2=4=83 PT NW Sec. 1 T 51 R 3W 157.58 Acres Containing 157.58 Acres, more or less From Raymond Scherder and Matilda Scherder, Lessors to Chester L. Lockard & Wayne Johnson, PT N-5 Sec. 2 T 51 R 3W PT Sur: 1715 T 52 R 3W E J W Sec. 35 T 52 R 3W E-4 NW NW S PT SW NW Sec. 11 T 51 R 3W 298,22 Acres Lessees, dated 3-4-88 57.49 Acres 64,39 Acres 22.16 Acres Containing 442.10 Acres, more or less From Mary H. Yoder , Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 2-23-83 W PT SE SW & 20 Road way W end and S side E PT SE SW Sec. 22 T 52 R 4W 25.11 Acres Containing 25,11 Acres, more or less From Toby A. Mast and Verna J. Mast, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, E¹2 SW Sec. 20 T 52 R 3W NW SW Sec. 20 T 52 R 3W 80 Acres dated 3-14-83 36 Acres Containing 116 Acres, more or less FromGlen U, Yoder and Ida J. Yoder, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, Section 26 W_2 NW NW T 52 R 4W Section 27 E_2 NE NE and SE $\frac{1}{2}$ NE T 52 R 4W dated 4-7-83 80 Acres Section 27 NE SE T 52 R 4W 5 Acres Containing 85 Acres, more or less 3.

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SE SE & S PT SW SE Sec. 17 T 52 R 3W SW SW Sec. 16 T 52 R 3W 40 Acres Containing 185 Acres, more or less

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From John Ebers, Lessor to Chester L, Lockard to Wayne Johnson, Lessees, dated 2-14-83. 3307-S PT FRL NE Sec. 28 T 52 RFW 22 Acres Ss SE SW & Es SE SW & PT W-2 SE Sec. 16 T 52 R 3W 113,90 Acres PT Snr, 1714 T 52 R 3W 155,80 Acres Containing 291.70 Acres, more or less Containing 291,70 Acres, more or less

From Mary B: Scherder, Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-11-83 Sur, 1714 T 52 R 3W Sur, 1713 T 52 R 3W B2 Sec. 11 T 51 R 3W Containing 195.81 Acres, more or less

Erom Virginia Scherder, lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 347-83 SW NE, Wi SE NE, N PT NW SE, NW PT NE SE & RDWY Section 5 T 51 R 3W 80.00 Acres Containing 80 Acres, more or less

From Jacob M. Lee and Faunie J. Lee, Lessors to Chester L. Lockard & Wayne Johnson, Lessees Section 35 SE/4 of NE/4 T 52 R 4W 40 Acres dated 1-24-83 Containing 40 Acres, more or less

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reserving unto ASSIGNOR an undivided 7 1/2% overriding royalty. ASSIGNEE covenants that it will drill three wells for oil and gas within ninety days from the date hereof and seven more wells within a year from this date.

Should ASSIGNEE fail to drill said ten wells within said year's time; then all leases on which no producing wells have been drilled except those leases on which a well or wells are drilling or being reworked at the end of said year, shall be assigned back to ASSIGNOR.

As to such wells being drilled or reworked at the end of said year, upon completion of same, if said wells are nonproductive of oil or gas, and there are no then producing well or wells on said lease or leases on which said wells are being drilled or reworked, the lease or leases on which said wells are being drilled or reworked shall be reassigned to ASSIGNOR. ASSIGNORS release and waive their rights of homestead.

DATED this 16th day of May, 1983.

Chester L. Lockard

Betty Wayn

a and a second

Dorothy Johns

STATE OF ILLINOIS SS COUNTY OF CALHDUN 1, $\underline{\mathcal{OUSAN}}$ $\underline{\mathcal{SRCY}}$, a Notary Public, in and for the County of $\underline{\mathcal{TERSY}}$, in the State of Illinois, do hereby certify that Chester L. Lockard and Betty A. Lockard, husband and wife, wayne Johnson and Dorothy Johnson; husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and subscribed their names in my presence and sight and acknowledged that they signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this 16th day of May, mumuu 1983. Public Susan Subley My commission expires the al of 198 86 STATE OF MISSOURI, IN THE RECORDER'S OFFICE. County of Pike. I. Lonette Bird)-Circuit Clerk and Ex-Officia Recorder of sold County, do hereby certify that the within instrument of , minutes $\mathcal{A}_{\mathbb{Z}_2}$, M., duly filled for record in this office, and is Recorded in the :30 Records ar artigis office in Book ... 321 Poge ... 634 IN WITNESS WHEREOF I have hereunto set my hand and affixed my, 19*.8*3 Circuit Clerk & Ex-Officio Record Lavette bird Jerri Harrelson ..., Deputy \$15.0000 * Brantie Do Bri 530 Hardin, Ill. 6204

ASSIGNMENT OF OIL AND GAS LEASES

WHEREAS, on May 16, 1983, an assignment in writing of certain oil and gas leases was made by Chester L. Lockard, Betty A. Lockard, husband and wife, and Wayne Johnson and Dorothy Johnson, husband and wife, hereinafter called ASSIGNORS, to Jack Smith, Tom Smith, Thomas C. DeSherlia, James J. DeSherlia, Donald Toppmeyer and Terry Vaugnn, doing business as Calhoun Research and Development Company, hereinafter called ASSIGNEES, a copy of said assignment is attached hereto, made a part hereof and marked Exhibit "A"; and

WHEREAS, ASSIGNEES desire to reassign their interest in said oil and gas leases to ASSIGNORS;

NOW, THEREFORE, in consideration of the sum of ten dollars in hand paid, receipt of which is hereby acknowledged, ASSIGNEES hereby assign, transfer and set over unto ASSIGNORS all of ASSIGNEE'S right, title, claim and interest in and to the oil and gas leases described in said Exhibit "A", ASSIGNEES waiving all rights to homestead and dower.

IN WITNESS WHEREOF, the said ASSIGNEES set their hands this 1974 day of August, 1983.

Jack Smith Jack Smith Zem Smith Tom Smith

the mas Cashard Ca'

James 67 Donald Toppmeyer Ċ. Terry Vaughn Doing Business as Calhoun Research and Development Company STATE OF ILLINOIS SS. COUNTY OF JERSEY I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Jack R. Smith, Tom Smith, Thomas C. DeSherlia, James J. DeSherlia, Donald Toppmeyer and Terry Vaughn, doing business as Calhoun Research and Development Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead. 14110111111111 Given under my hand and seal, this 1914 day of August 1983. Public Susan Sible My commission expires the . 2 19

ASSIGNMENT OF UIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS That Chester L. Lockard and Betty A. Lockard, husband and wife and Wayne Johnson and Dorothy Johnson, husband and wife, doing business as Energy Research, a co-partnership, hereinafter called ASSIGNOR, do hereby assign, transfer and set over unto Jack R. Smith, Tom Smith, Thomas C. DeSherlia, James J. DeSherlia, Donald Toppmeyer and Terry Vaughn, doing business as Calhoun Research and Development Company, hereinafter called ASSIGNEE, all of their right title, claim and interest in and to the following described oil and gas leases in Pike County, Missouri, the LESSORS, LESSEES and real estate covered by said leases being described as follows: reserving unto ASSIGNOR an undivided 7 1/2% overriding royalty.

ASSIGNEE covenants that it will drill three wells for oil and gas within ninety days from the date hereof and seven more wells within a year from this date.

Should ASSIGNEE fail to drill said ten wells within said year's time, then all leases on which no producing wells have been drilled except those leases on which a well or wells are drilling or being reworked at the end of said year, shall be assigned back to ASSIGNOR.

As to such wells being drilled or reworked at the end of said year, upon completion of same, if said wells are nonproductive of oil or gas, and there are no then producing well or wells on said lease or leases on which said wells are being drilled or reworked, the lease or leases on which said wells are being drilled or reworked shall be reassigned to ASSIGNOR. ASSIGNORS release and waive their rights of homestead.

DATED this 16th day of May, 1983.

Chester L. Lockar Betty

Helen and Floyd Vau From A, Lessors to Chester L. Lockard and Wayne Johnson, Lessees dated 2 R 3W Suction 29 SE NE 42 Acres 2-22-83 Section 28 SE NW SW T Section 28 SW SW 1 52 R 3W SW T 52 R 3W 40.15 Acres 48.65 Acres Section 32 NE NE T 52 R 3W 40 Acres Containing 170,80 Acres, more or less From Mack Elwood and Angela Elwood, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, SE NW, NE SW, NW SW, N PT Section 24 T 52 R 4W 138.06 Acres dated 2-3-83 SW SE Section 30 T 52 R 3W 40 Acres N PT N 3/4 NW NE Section 31 T 52 R 3W 10 Acres Containing 188.06 Acres, more or less From Paul K. Stone, Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-8-83 NE NW & S¹3 NW Section 12 T 51 R 3W 120 Acres Section 1 T 52 R 3W SE SW ? 40 Acres Containing 160 Acres, more or less X From Wayland Wilhoit and Marie Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, NW NE W/2 NE E/2 NW SW NW E PT NW Section 35 T 52 R 4W 240 Acres Dated Containing 240 Acres, more or less 1-28-83 From James T. Marshall and Jessie B. Marshall, Lessors to Chester L. Lockard & Wayne Johnson, SE PT SE Section 5 T 51 R 3W 18 /4 Acres Lessee, dated 2-24-83 S PT FRL NW Section 4 T 51 R 3W 75.10 Acres Containing 93.84 Acres, more or less Moses J. Schrock and Wilma Schrock, Lessors to Chester L. Lockard & Betty Lockard, Lessees From NW & N PT NE Section 13 T 52 R 4W 297 Acres Dated 3-21-83 SE NE Section 14 T 52 R 4W 40 Acres Containing 337 Acres Jacob A. Mast and Martha M. Mast, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, From S 3/4 NE Section 19 T 52 R 3W 120 Acres Dated 2-17-83 NW NW Section 20 T 52 R 3W 40 Acres Containing 160 Acres, more or less Jim D. Hobbs and Alberta Hobbs, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, From PT SI NE (E of RTM) FI SE Section 9 T 52 R 4W 120 Acres Dated 3-7-83 W_2 NW Section 14 T 52 R 4W S¹/₂ NE, N¹/₂ SE, SE SE, N¹/₂ SW SE, N¹/₂ SW N¹/₂ SW Sec, 10 T 52 R 4W 440 Acres EN NE Sec. 15 T 52 R 4W 80 Acres Containing 720 Acres, more or less

FromCarol L. Stone (known as Carl Stone) and Daphne J. Stone, Lessors to Chester L. LockardNg SE & PT Wy SE & Ey SW Sec. 3 T 51 R 3W124.74 Acres & Wayne Johnson,SW Sec. 2 T 51 R 3W160 AcresWy SE Sec. 2 T 51 R 3W160 AcresWy SE Sec. 2 T 51 R 3W80 AcresContaining 364.74 Acres, more or less

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18 From Sam Mast and Anna Mast , Lessors to Chester L. Lockard & Wayne Johnson, Lessees, NE NE Sec. 29 T 52 R 3W PT NW Sec. 28 T 52 R 3W 40 Acres Dated 2-17-83 35 Acres SIS NW Sec. 20 T 52 R 3W 80 Acres Containing 155 Acres, more or luss From William A. Orf and Shirley M. Orf Lessors to Chester L. Lockard & Wayte Johnson, Lessees PT E5 SW & S F7 55 Sec. 32 T 52 R 3W 148 Acres Dated 2-14-83 ELS NW & FRL NW NE Sec. 5 T 51 R 3W PT SE NE NW Sec. 20 T 52 R 3W 95.02 Acres 2.89 Acres Containing 255.91 Acres, more or less From Jacob P. Girod and Savilla U. Girod, Lessors to Chester L. Lockard & Wayne Johnson, S^L₄ NW NW SE NW Sec. 11 T 52 R 4W N^L₅ NW NW Sec. 11 T 52 R 4W 59 Acres Lessees, dated 2-28-83 20 Acres SE SW Sec. 2 T 52 R 4W 40 Actes Containing 119 Acres, more or less From Jacob S. Schwartz and Lydia E. Schwartz, Lessons to Chester L. Lockard & Betty A. Lockard NW & FRL WIS NE Sec. 5 T 52 R 3W 209.70 Acres Lessees, dated Containing 209,70 Acres, more or less March 15, 1983 From Gerhard J. Purk and Kacherine C. Purk, Lessors to Chester L. Lockard & Betty Lockard, FRL NE 6 N PT SE Sec. 6 T 52 R 3W 269.90 Acres Lessees, dated Containing 269.90 Acres, more or less March 18, 1983 From Chester Loyd Wilhoit and Jewell Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson Section 31 E/2 and S/2 174 Acres Lessees, dated 1-24-83 Section 32 NW 40 of NW/4 40 Acres Section 30 SE 30 of SE/4 30 Acres Containing 244 Acres, more or less O.L.L. Obertranskayithtekkaatooranatisto seekkistiitiootoo 7.5. Sundamaxilaxi /20 and 12 x 20000000000000 Smotdam 322x still shift x sufex steelde 540 Mores Sentemer 19. 20 States Burnet 205 But JO:MCTOP:X Company Contractors Contractors Contractors From Jacob W. Eicher and Catherine S. Eicher, Lessors to Chester L. Lockard & Betty A. Lockard Why Eds SE 6 Why SE Sec. 31 T 52 R 3W N PT NW Sec. B T 52 R 3W 120 Acres Lessees, dated 3-11-83 PT EL NE Sec. 7 T 52 R 3W 82 Acres Containing 279 Acres, more or less 77 Acres From James A. Orf and Vera N. Orf Lessors to Chester L. Lockard & Wayne Johnson, Lessees, SE SW & W2 SW SE Sec. 29 T 52 R 3W SE 6 E4 FRL E4 SW Sec. 19 T 52 R3W 60 Acres Dated 3-7-83 187.85 Acres Containing 247.85 Acres, more or less 2.

From Chris R. Yoder and Melinda N. Yoder, Lessors to Chester L. Lockard & Wayne Johnson N W OF SW/4 SEC. 30 T 52 N R 3W 42.7 Acres Lessees, dated Containing 42.7 Acres, more or less 2-14-83 From Wayland, Wilfred, Chester Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson FRL ES SW Sec. 30 T 52 R JW Lessees, dated 1-31-83 Containing 36.85 Acres, more or less From Alvin J. Mast and Katle Mast and Sam Mast and Anna Mast Lessors to Chester L. Lockard N PT Why NE Sec. 29 T 52 R 3W 30 Acres and Wayne Johnson, Containing 30 Acres, more or less Lessees, dated 2-17-83 From Rita M. DeCoursey, Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-22-83 NW SW & E, Part W Part SE SW Sec. 22 T 52 R 4W 63.16 Acres Containing 63.16 Acres, more or less From Melvin M. Hilty and Mary A. Hilty, Lessors to Chester L. Lockard & Wayne Johnson, Lessees N PT Wy SW Sec. 32 T 53 R 3W 35 Acres dated 3-14-83 Sec. 31 T 53 R 3W ES ES SE 40 Acres Containing 75 Acres, more or less From Wilfred Wilhoit and Susie Wilhoit, Lessors to Chester L. Lockard & Wayne Johnson, Lessees E's NE SE Sec. 36 T 52 R 4W 29 Acres dated 1-91=83 FRL NW NW FRL SW NW Sec. 31 T 52 R 3W 52 Acres Containing 81.41 Acres, more or less From Louis F. Orf ,Lessors to Chester L. Lockard & Wayne Johnson, Lessees, dated 2-4-83 PT NW Sec. 1 T 51 R 3W 157.58 Acres Containing 157.58 Acres, more or less From Raymond Scherder and Matilda Scherder, Lessors to Chester L, Lockard & Wayne Johnson, PT Ny Sec. 2 T 51 R 3W 298.22 Acres Lessees, dated 3-4-83 PT Sur. 1715 T 52 R 3W 57.49 Acres E J W Sec. 35 T 52 R 3W 64.39 Acres E4 NW NW S PT SW NW Sec. 11 T 51 R 3W 22,16 Acres Containing 442.10 Acres, more or less From Mary H. Yoder , Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 2-23-83 W PT SE SW & 20 Road way W end and S side E PT SE SW Sec. 22 T 5? R 4W 25.11 Acres Containing 25.11 Acres, more or less From Toby A. Mast and Verna J.) ast, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, EL SW Sec. 20 T 52 R 3W 80 Acres dated 3-14-83 NW SH Sec. 20 T 52 R 3W 36 Acres Containing 116 Acres, more or less From Glen U. Yoder and Ida J. Yoder, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, Section 26 Wa NW NW T 52 R 4W dated 4-7-83 Section 27 Et NE NE and SE & NE T 52 R 4W 80 Acres Section 27 NE SE T 52 R 4W 5 Acres Containing 85 Acres, more or less 3.

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From Joe Thorpe and Clementine Thorpe, Lessors to Chester L. Lockard & Wayne Johnson, Lessees, Section 12 TWP 51 R 4W WY SW NE SE NW & B Tri Tr NW SE 59 Acres Containing 59 Acres, more or less From Harry Bunten and Marcella Bunten, Lessors to Chester L. Lockard to Wayne Johnson, Lessees, SW NW 6 NW SW Sec. 32 T 52 R 3W 80 Acres dated 2-14-83 NH NW NW Sec. 21 T 52 R 3W 20 Acres SE SE 6 S PT SW SE Sec. 17 T 52 R 3W 45.09 Acres SW SW Sec. 16 T 52 R 3W 40 Acres Containing 185 Acres, more or less From John Ebers, Lessor to Chester L. Lockard to Wayne Johnson, Lessees, dated 2-14-83 3307-S PT FRI NE Sec. 28 T 52 R3W 22 Acres S¹/₂ SE SW 6 E¹/₂ SE SW 6 PT W¹/₂ SE Sec. 16 T 52 R 3W 113.90 Acres PT Suf. 1714 T 52 R 3W 155.80 Acres Containing 291.70 Acres, more or less From Mary B. Scherder, Lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-11-83 Sur. 1714 T 52 R 3W Sur. 1713 T 52 R 3W 1,61 Acres 34.20 Acres E-s Sec. 11 T 51 R 3W 80,00 Acres ESSE Sec. 2 T 51 R 3W 80,00 Acres Containing 195.81 Acres, more or less From Virginia Scherder, lessor to Chester L. Lockard & Wayne Johnson, Lessees, dated 3-7-83 SW NE, W_{2} SE NE, N PT NW SE, NW PT NE SE & RDWY Section 5 T 51 R 3W 80,00 Acres Containing 80 Acres, more or less From Jacob M. Lee and Fannie J. Lee, Lessors to Chester L. Lockard & Wayne Johnson, Lessees Section 35 SE/4 of NE/4 T 52 R 4W 40 Acres dated 1-24-83 Containing 40 Acres, more or less

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STATE OF ILLINOIS)
COUNTY OF CALHDRED)

I, <u>Juiant Sibley</u>, a Notary Public, in and for the County of <u>Jeffey</u>, in the State of Illinois, do hereby certify that Chester L. Lockard and Betty A. Lockard, husband and wife, Wayne Johnson and Dorothy Johnson, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and subscribed their names in my presence and sight and acknowledged that they signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein set forth.

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Given under my hand and notarial seal this 16th day of May, and 1983.

Public My commission expires the 31 day of 198 JC

190000

STATE OF MISSOURI, IN THE RECORDER'S OFFICE. 55. County of Pike. 1, Lonette Bird, Circuit Clerk and Ex-Officic Recorder of said County, do hereby certify that the within Instrument of allarist. A. D., 19-03 of day of minutes...., M., duly filed for record in this office and is Recorded in the 321 ..., Poge 10621 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Bowling Green, Missouri, this. August 19 B3 day of Danetle Bird Circuit Clark & Ex Officio Recorder Arri Harrelson, Deputy. T. SWATEL CE . STE MURILE, NO. 16-5803