

# PROPERTY TAX INFORMATION

# RICE COUNTY

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## Tax Statement Details

Type	CAMA Number	Tax Identification
RL	018 33 0 00 00 005 00 0 01	021-17200
<b>Owner ID</b>	TODD00004 TODD, TIMOTHY DAVID ATTN: FNB FARM MANAGEMENT	
<b>Taxpayer ID</b>	FNBF00001 FNB FARM MANAGEMENT	
Situation Address: 0 AVENUE G; 67457		
<b>Subdivision</b>	NO SUBDIVISION	<b>Block</b>
		<b>Lot(s)</b>
		<b>Section</b> 33
		<b>Township</b> 18
		<b>Range</b> 6

[Current Taxes](#)

[Current Real Estate Detail](#)

[GIS Map](#)

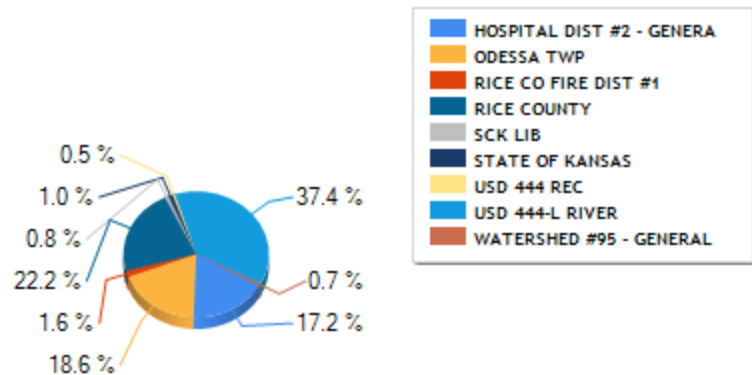
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## Statement # 0008415

### Details

Total Assessed Value:	\$5,919.00
Total Mill Levy:	148.35600
General Tax:	\$878.12
Specials:	\$0.00
Total Tax:	\$878.12
Received To Date:	\$878.12
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

## Taxes by Tax Districts



## Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
1919	12/12/2024	2024	\$878.12	\$0.00

For delinquent tax pay off amount contact Rice County Treasurer, 101 West Commercial, Lyons, KS 67554, (620) 257-2852.

[Back To Search Results](#)

[Back To Search Criteria](#)

Microfilm  
Indexed  
Serialized

11  
R-  
m-

(Exception No. 4)

TRUSTEE'S DEED

84/3 Pg/33  
Entered in Transfer  
Record in my Office  
This 29 day of Aug 19 95  
Jean Dawson  
COUNTY CLERK  
by Lisa Wait, Dep.

THIS INDENTURE, Made this 28<sup>th</sup> day of August, 1995, between The First National Bank of Hutchinson, Kansas, as Trustee under the Trust Agreement dated November 6, 1991, executed by Edythe Almquist, as Settlor, first party and Timothy David Todd, second party.

WITNESSETH:

That in accordance with the powers granted to The First National Bank of Hutchinson, Kansas, under the Trust Agreement dated November 6, 1991, executed by Edythe Almquist, as Settlor, without consideration, for purposes of terminating trust, first party grants and conveys unto Timothy David Todd, the following described real estate situated in Rice County, Kansas, to wit:

West Half of the Southeast Quarter (W/2 SE/4) of Section 33, Township 18 South, Range 6 West of the 6th P.M.; subject to easements and rights of way of record, if any.

TO HAVE AND TO HOLD the same forever.

First party covenants that the above trust remains in full force and effect at the present time, and that the trustee has authorization without limitation to convey all of the above-described real estate.

IN WITNESS WHEREOF, the first party has hereunto set its hand the day and year first above written.

# 270

STATE OF KANSAS }  
COUNTY OF RICE } SS

This instrument was filed for record on the 29 day of August A.D. 19 95 at 9:00 o'clock a M. and duly recorded in book 158 page 459

Shadep Mueck  
Register of Deeds

fee \$6.00

THE FIRST NATIONAL BANK  
OF HUTCHINSON, KANSAS

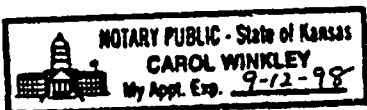
By Donald D. Adams  
Donald D. Adams, Executive  
Vice President & Trust Officer

Trustee under the Trust Agreement  
Dated November 6, 1991, executed by  
Edythe Almquist, Settlor

STATE OF KANSAS, COUNTY OF RENO, ss:

BE IT REMEMBERED, that on this 28<sup>th</sup> day of August, 1995, came Donald D. Adams, Executive Vice President and Trust Officer of The First National Bank of Hutchinson, Kansas, a national banking association, and duly acknowledged before me the execution of the foregoing instrument on behalf of said corporation as Trustee of the Edythe Almquist Trust Agreement dated November 6, 1991.

Carol Winkley  
Notary Public



00459

Original Compared with Record

Document #: 201203755

STATE OF KANSAS

COUNTY OF RICE

This Instrument was filed on: 10/9/2012

At: 8:00:00 AM and duly recorded in

Book: Oil & Gas 155 Page: 374

Fees: \$32

*Rhonda Hunt / C. Steffan*  
Rice Co., Register of Deeds *Deputy*

LL88.1

Form 88 (producers) Rev. 1-83(Paid-up)

OIL AND GAS LEASE

L0641979

Kans -Okla - Colo

THIS AGREEMENT, Entered into this 20th day of April, 2012, between Timothy David Todd, PO Box 913, Hutchinson, KS 67504, hereinafter called Lessor, and Chesapeake Exploration, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118 hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including but not limited to, core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of RICE State of KANSAS, and described as follows:

Township 18 South Range 6 West

Section 33: W2 SE4

**See ADDENDUM attached hereto and made a part hereof.**

containing 80.0000 acres, more or less, ("Leased Premises").

2. This lease shall remain in force for a term of THREE (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The Lessee shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipeline to which Lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the Lessee's option may pay to the Lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage tanks.

4. The Lessee shall pay to the Lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the Lessee at the mouth of the well from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased, less a proportionate part of the production, severance and other excise taxes, conservation fees, and the costs incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transportation, and marketing, or otherwise making such gas or other substances ready for sale or use. If such gas is not sold by the Lessee (and there is also no oil being sold), Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas and/or oil is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and shall be maintained during the primary term without further payments or drilling operations.

6. In the event said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

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11. If after the expiration of the primary term, production and the capability of production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling operations or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease. Drilling operations or reworking operations shall be deemed to be commenced when the first material is placed on the Leased Premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and terminate, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease on all or a portion of the Leased Premises for an additional THREE (3) years on or before the expiration of the primary term of this lease by tendering to Lessor a payment equal to the same per acre paid to Lessor under the original terms of this lease times the net acres actually owned by Lessor and Lessor's successors (if any) in and to the portion of the Leased Premises to be extended on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at Lessor's address shown on this lease on or before the expiration of the primary term hereof. Nothing contained herein nor any separate implied agreement between parties shall serve to bind Lessee to exercise this option and it shall be at Lessee's sole discretion to do so.

15. If, at any time within the primary term of this lease, as may be extended, and while this lease remains in force and effect, Lessor receives from a third party a bona fide offer acceptable to Lessor, to grant an additional lease covering all or part of the Leased Premises, Lessee shall have a continuing right of first refusal to acquire a new lease from Lessor on the same terms and conditions as proposed by the third party. If Lessor receives such an offer from a third party, Lessor shall promptly notify Lessee by certified mail of such offer. Lessee's notice shall contain all written communications that reflect the offer, along with the third party proposed lessee's name, the bonus consideration, term, and royalty consideration together with all other pertinent terms and conditions, along with a copy of the completed lease form proposed to be utilized by the third party, if available. Lessee shall have fifteen (15) days after receipt of Lessee's notice to advise Lessor in writing of Lessor election to enter into an additional oil and gas lease on the same terms and conditions as proposed by the third party. Lessor's failure to notify Lessee of such third party offer as provided for herein and/or the recording of the such additional lease to a third party shall not prejudice Lessors right of first refusal as provided for herein in any manner.

16. Lessee shall have the right, but not the obligation, to pool all of the Leased Premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this Lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 160 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres, plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to (1) any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so or (2) any governmental section that is larger than 704 acres. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component in the reservoir. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Leased Premises shall be treated as if it were production, drilling or reworking operations on the Leased Premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority or as otherwise provided for in this lease and is deemed advisable by Lessee. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Leased Premises is included in the unit by virtue of such revision, the proportion of unit production on which royalties are payable thereafter shall be adjusted accordingly. No portion of these leased premises shall be excluded upon revision of the unit. In the absence of production in paying quantities from a unit, upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors and assigns of Lessor and Lessee.

18. Notwithstanding anything contained herein to the contrary, it is the intent of the Lessor to lease, and Lessor does hereby grant, demise, lease and let unto Lessee, all oil, gas and other minerals owned by Lessor in Section 33, Township 18 South Range 06 West, RICE County, Kansas whether or not properly and completely described herein. In the event it is determined that Lessor actually owns more net mineral acres subject to this oil and gas lease than that assumed by the parties in the calculation of the lease bonus paid by Lessee, Lessor and Lessee agree that Lessee shall pay Lessor for such additional net acreage at the same bonus price per acre agreed upon for the execution of this oil and gas lease. Likewise, in the event it is determined that Lessor owns less net acres, or it is determined that Lessor's acreage is currently leased under a prior valid oil and gas lease, then the Lessor agrees to reimburse Lessee for the bonus per acre paid for the acreage not owned by Lessor or under the prior valid oil and gas lease.

IN TESTIMONY WHEREOF, we sign the day and year first above written.

X Timothy David Todd  
Timothy David Todd

STATE OF Missouri ) (ACKNOWLEDGEMENT FOR INDIVIDUAL)

COUNTY OF Platte ) ss.

The foregoing instrument was acknowledged before me this 11 day of June, 2012, by Timothy David Todd

My Commission expires:

*Della Wooddell*

Signature/Notary Public

4702 ORCE

11498086

Commission Number:

*Della Wooddell*

Printed Name/Notary Public

DELLA WOODDELL  
Notary Public-Notary Seal  
State of Missouri-Platte County  
Commission # 11498086  
My Commission Expires 10/3/2015

000376

## ADDENDUM

This is an addendum to Oil & Gas Lease dated April 20, 2012 between Timothy David Todd, hereinafter collectively referred to as Lessor, and Chesapeake Exploration, L.L.C., P.O. Box 18496, Oklahoma City, OK 73157, as Lessee.

This addendum is a part of that certain oil and gas lease identified above by date and parties covering the:

### Township 18 South Range 6 West

Section 33: W2 SE4

to the same extent as if the provisions hereof had originally been written in said lease. In the event of conflict between the lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall be binding. Lessee shall not assign this lease without providing written notice of assignment within 60 days after the assignment is completed.

1. Lessee shall pay Lessor, as royalty, three-sixteenths (3/16ths) of all oil, gas, liquid hydrocarbons and their constituent products produced under the lease, free of all production, treatment and marketing costs. Royalties shall be paid on a monthly basis. Royalty payments accruing to Lessor under this lease shall not be conditioned upon execution of a division order or similar document. The provisions of this lease shall not be amended by a division order.
2. No right is granted to the Lessee to erect on any part of the leased premises any plant or facility for gasoline extraction or for the processing of gas or petroliferous substances, except the normal and necessary heater treater and separator customarily used.
3. Lessor reserves all rights to grant, lease, mine and/or produce any minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee.
4. Lessor shall be paid \$15.00 per accessed acre for each time geophysical or seismic survey is performed. Payment must be made prior to beginning of the survey. Upon tendering payment to Lessor, Lessee shall have the right to enter the Leased Premises to conduct said survey. Lessee shall be primarily responsible for payment, damages and restoration of the property relative to geographical or seismic surveys. The following restrictions apply in the event of geophysical or seismic operations: (a) Seismic operations shall not be conducted without express written consent of Lessor and if required, shall be covered by a separate agreement; (b) No operations will be conducted when the soil condition is wet to the extent that ruts will be made; (c) No fences will be cut or crossed except by existing gates; (d) Lessor will be notified immediately upon completion of operations; (e) Damaged areas will be identified; (f) The land surface shall be restored as nearly as practical to the condition prior to operations; (g) Ribbons, flags and refuse of all types will be removed immediately following completion of operations; (h) No later seismic permit or similar document will amend the provisions of this lease and will not relieve Lessee of primary responsibility for compliance.
5. Lessor shall have the right, upon thirty (30) days written notice, to purchase from Lessee gas at the wellhead price from any gas well on the Leased Premises for agricultural purposes on the Leased Premises; provided, however, that the amount of gas used by Lessor for such in any given year shall not exceed the amount attributable to Lessor's royalty interest for that year. Such right to purchase gas shall also be subject to the following terms and conditions.
  - a) Any gas so purchased by Lessor shall be taken at or near the mouth of the well as a point to be designated by Lessee. All equipment necessary for the taking of gas and measuring of the same shall be furnished by Lessor at his own expense.
  - b) The method of taking gas and the point of connection for taking must be such as to not interfere with the operation of the well and must be submitted to Lessee, or his assigns, and accepted by him before gas is taken.
  - c) Lessee shall bill Lessor monthly, quarterly, semi-annually, or annually, at Lessee's option, for gas so taken by Lessor.
  - d) Lessee or his assigns shall not be liable to Lessor, Lessor's agents, or employees, or any other person with reference to the gas taken, the use thereof, the equipment used, the manner of its use, or anything incident thereto to resulting there from Lessee, or his assigns, shall not be under any obligation to produce gas from any well unless practical or economical to do so. Lessor agrees to indemnify and hold Lessee harmless for all damages or incidents that may result from
  - e) Lessor's use of gas taken at the wellhead and the equipment used therefore. Lessee, or his assigns, shall at all times have dry land access to and from and around any equipment used by Lessor for taking gas and metering same.
6. Drilling operations, in order to extend the lease beyond its primary term, or any extension or renewal thereof, must be substantial operations, diligently prosecuted in good faith. Mere movement of equipment or materials onto the location or minor dirt work will not prevent expiration of the primary term.
7.
  - a) Lessee shall bury pipelines and utility lines to a depth of not less than thirty-six (36) inches below the surface. Lessee shall pay Lessor for reasonable damages to all property, real, personal or mixed, caused by its operations on said land, including but specifically not limited to land, growing crops, livestock, surface, fences and other improvements and personal property. Lessee shall consult with Lessor regarding locations of pits before digging. Topsoil from the pits shall be piled separately and returned to the surface when the pits are filled. Lessee shall return the surface and its contours to original condition as nearly as possible. Lessor may require off site pits in appropriate circumstances.

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- b) Lessee shall pay Lessor \$5,000.00 for each drill site location on the leased premises. Lessor may require prepayment of site damages prior to commencement of any drilling operations. In case of a horizontal well, the minimum well site damage amount shall be \$10,000.00, except if the well site or pad for horizontal drilling operations exceeds 10 acres, Lessee shall pay Lessor \$2,000.00 per acre for each acre of land included in the horizontal well site or pad which exceeds 10 acres. Lessee further agrees to pay lessor any and all crop damage that occurs to growing crops or rangeland to be reasonably deemed by the Lessor to have been caused by such activity.
  - c) Lessor shall be consulted prior to the location of all access roads, tank batteries and pipelines of any type prior to installation. Lessee shall pay Lessor \$50.00 per rod for the construction and creation of roads on the real property covered by this lease.
  - d) All damages payable under this paragraph #5 shall be due and payable on or before three (3) months after such damages occur.
8. Lessee shall, upon the completion of any "dry-hole" test drilling operations, or upon the abandonment of any producing well, restore the surface of the land, including topsoil, to its original condition as nearly as practicable and remove all equipment, fixtures, structures and hard surface areas within six (6) months. Any pump jacks, tanks, pipe, casing, rod and other equipment and/or fixtures left on the premises after expiration of this six (6) month period shall become the property of the Lessor and no further action or instrument shall be needed to convey all of Lessee's interest in such property to Lessor. Lessee will plant grass or other cover crop as needed, to restore the surface of the area affected by Lessee's operations. Lessee will also deposit manure or stabilizing soil on sandy areas affected by Lessee's operations to prevent blowing and erosion.
9. Lessor and Lessee agree to mutually designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations, or installation of other equipment on the leased premises, Lessee shall consult and agree with the surface owner and tenant as to the location and direction of same. There shall be no oil road surfaces or hard surfacing of any access roads without the written consent of Lessor.
10. It is the intent of the parties hereto to cause as little interference with farming operations on said land as possible, including but not specifically limited to the operation of pivotal irrigation sprinkler systems, or any other irrigation method. If approved, any production equipment, including but specifically not limited to pump jacks, hydraulic lifting equipment, or any other equipment necessary to produce any oil or gas well on the above described land, shall be recessed to such depth as to permit the use by Lessor of a circular irrigation sprinkler system. Lessee agrees to consult with the Lessor on approval of the placement of the drilling rig to cause the least amount of interruption, if any, to the center pivot irrigation systems, now in place, on the leased lands, however, Lessor will not unreasonably withhold said approval. If requested by Lessor, Lessee agrees to place production equipment and tanks in the corners of the leased lands so as to not interfere with the travel of the irrigation system. If the well must be placed inside of the irrigation system area Lessee agrees to use low profile pumping equipment to allow for the irrigation system to travel over or above said equipment.

In the event Lessee shall cause a well to be drilled on this lease during the growing season of whatever crop is planted and should Lessee's or his agent's equipment prohibit the use of any irrigation system on this land during that time the well is being drilled, Lessee agrees to pay Lessor the difference in the value of the crop produced on that strip of land that could not be watered. Lessee also agrees to pay resulting field loss to the crop resulting from a change from irrigation practices based on the insured proven crop yield data from that field used as the maximum producing capability of the land. The price per unit shall be the cash price at the local elevator in the town nearest to this land as of the first of the normally accepted harvest month.

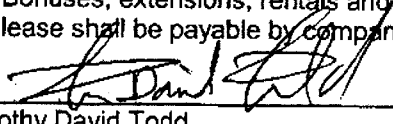
11. The use of water provided for under this lease is limited to use for drilling and completion operations on the leased premises only. Lessee shall specifically not have any right to use fresh water from the above described premises for the purpose of water flooding or injection in any water flooding program in which the leased premises may, for any reason, be pooled or unitized. If a water well is drilled on the property relative to operations under this lease, the cased hole will be plugged, or will be left for Lessor's future use as Lessor may direct.
12. The installation of any salt water disposal equipment by Lessee in the operation of the lease shall be subject to the written approval of lessor, if same as surface owner. Lessee shall not be permitted to use any well drilled on the leased premises as a salt water disposal well without the written consent of lessor, if same as surface owner, and without compensating lessor, if same as surface owner, for the use thereof.
13. Subject to Lessee's obligations under paragraph #8 above, in the event there is not production in paying quantities found by any operations undertaken by Lessee during the primary term, or any extension or renewal thereof, of the lease and there is an abandonment of said lease, the Lessee shall fill all pits, ponds, remove all structures and reasonably restore the premises to the condition existing at the time the lease is executed. Within six (6) months after the expiration of the lease by its terms, Lessee shall have the obligation to restore, as nearly as practicable as possible, the leased premises to the same condition as received, natural wear and tear and damages by the elements excepted.
14. Lessee shall have one (1) year, herein called "shut-in period," from the date of completion of a gas well in which to make pipeline connections from production or marketing of gas. The shut-in period may be extended for a period not to exceed two (2) additional years, at the option of Lessee. During the shut-in period, Lessee shall pay to lessor shut-in royalty at the rate of \$10.00 per acre per year, which royalty shall be due and payable on the anniversary date of this lease. During the shut-in period, it shall be considered that gas is being produced from the leased premises in paying quantities so long

as Lessee is paying shut-in royalty as herein provided.

15. a) Lessee agrees that it will comply with all regulations and statues of all governmental entities having jurisdiction over compliance with environmental legislation. Lessee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Lessee has been advised to inspect the property to determine that it is suitable for the purpose intended and to ascertain that no environmental hazards or toxins are now present.  
b) Lessee shall save, defend, indemnify and hold lessor harmless from any environmental, pollution or contamination claims, costs, expenses or charges arising from or resulting from Lessee's operations under this lease. Lessee shall reimburse Lessor any attorney fees and legal costs incurred by Lessor dealing with, defending or responding to environmental claims that result from operations under this lease.
16. a) It is expressly agreed, notwithstanding anything to the contrary herein, if this lease be in force and effect at the expiration of the primary term, this lease shall there upon terminate as to all formations not penetrated by the drilling of a test well or wells on the leased premises or land pooled or consolidated therewith, except if drilling is in progress at the end of the extended primary term.  
b) Ten (10) years after the expiration of the primary term of this lease, formations on the leased premises not included in any unit and not producing oil or gas in paying quantities shall revert to Lessor. Lessee shall be obligated, subject to the other terms of this paragraph, to file of record in the courthouse a release of the lease covering such non-producing zones or formations within sixty (60) days following written demand therefore. If such release is not filed within said sixty (60) day period, then Lessee shall be subject to damages and for any attorney's fees incurred by lessor in obtaining such release.
17. Lessee shall install and maintain (at Lessee's expense) fencing around Lessee's oil or gas well sites and tank battery sites to protect any livestock from injury by equipment or by ingestion of oil, salt water or other liquids. Lessee shall install and maintain cattle guards in fence lines of any permanent fencing and shall keep any gates of temporary or permanent fencing closed when livestock are kept on the premises. Lessee shall be liable for any damages sustained by lessor or tenants for violation of this covenant. Lessee agrees to maintain any well site, storage tank location, or any other area used in its lease operations reasonably free of weeds.
18. Whenever necessary in this lease and addendum and where the context requires, the singular term and the related pronoun shall include the plural, the masculine and the feminine.
19. Prior to cutting any fence for entry to the premises, Lessee shall notify lessor of the proposed area of the fence to be cut. Lessor shall have the right to approve and direct the area and location of the fence to be cut and the manner in which it is cut. If fence is cut, Lessee shall cause corner posts and braces to be set so the fence will remain as strong and effective as it was prior to cutting. Lessee will repair fence after cutting so that it is strong, effective, quality fence.
20. There shall be no hunting, fishing, discharge of firearms or use of archery equipment by Lessee, Lessee's employees, agents and/or contractors on Lessor's property. There shall be no hunting of or excavation of Indian or other artifacts or relics on Lessor's property by Lessee, Lessee's employees, agents and/or other contractors. Violation of any of these prohibitions shall constitute trespass and lessor shall be entitled to an injunctive order from a Court of jurisdiction enforcing this provision. Lessee shall be responsible for ensuring that its employees, agents and/or contractors do not violate this provision.
21. The Lessee acknowledges that all or part of the land covered by the Addendum may be enrolled in the Conversation Reserve Program (CRP) of the Commodity Credit Corporation (CCC), United States Department of Agriculture. In such event the Lessee shall be responsible for obtaining prior written approval from the local FSA Office before entering the premise, for the purpose of drilling a well. If written permission is not obtained within thirty (30) days of written request by Lessee to FSA, Lessee will be responsible for any fines or penalties that maybe issued by the local FSA office for entering the Leased Premises without said approval; provided that nothing herein shall prevent Lessee from accessing the Leased Premises pursuant to Kansas law. As long as any land is enrolled in the CRP, the lessee shall be obligated, at Lessee's expense, to reseed and establish native grass cover on the well site and the adjoining land used in the drilling operations, and to take all necessary precautions to prevent soil erosion resulting from drilling operations. Such work shall be performed in a good and workmanlike manner and in such manner as may be required by the FSA under the terms of the CRP Contract. If drilling a well causes Lessor to lose any benefits of the CRP contract, including repayment of past CRP payment, or loss of future CRP payment, Lessee shall reimburse Lessor for such damages.
22. Lessee shall be liable and responsible unto Lessor and Lessor's tenant(s) for all damages suffered by Lessor and caused by Lessee's use, occupancy, possession and enjoyment of said premises, including, but not limited to, water contamination (surface and subsurface), and/or damages to growing crops, land, pasture grass, or livestock. In this regard, in the event Lessor or Lessor's tenant pastures livestock on the Leased Premises, Lessee shall, upon sixty (60) days prior notice, construct and properly maintain a fence around each pumping unit, slush pond and tank battery installed on the Leased Premises in order to prevent injury to livestock. The first time cattle are moved onto the Leased Premises following the drilling of a well, Lessor or Lessor's tenant shall provide Lessee with sixty (60) days prior notice, in order to allow Lessee sufficient time to construct fencing. Thereafter, no notice shall be required from Lessor or Lessor's tenant with regard to placement of cattle on the Leased Premises. All slush pits shall be filled and leveled in accordance with the rules and regulations

as set forth by the Kansas Corporation Commission and, in any event, within six (6) months following well completion or abandonment. Lessee shall have no right to lay or install pipelines, power lines or other structures except those directly relating to production of oil and/or gas from the real property described in this lease unless Lessee first purchases right of way or easement from Lessor for such pipelines and installations. Lessee shall pay lessor \$50.00 per rod for the laying of pipeline or electric line.

23. Bonuses, extensions, rentals and other payments relating to or made pursuant to the provisions of this lease shall be payable by company check. Sight drafts will not be an acceptable form of payment.

x   
\_\_\_\_\_  
Timothy David Todd

Record & Return To:  
Champion Energy Group, Inc.  
P.O. Box 1000  
Oklahoma City, OK 73154

000380

## Commitment Cover Page

Order Number: **3156770**

Delivery Date: **10/21/2025**

Property Address: **0 Avenue G, Little River, KS 67457**

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**For Closing Assistance**

Margaret Harrower  
108 East Avenue South, PO Box 6  
Lyons, KS 67554  
Office: (620) 257-2831  
[mharrower@security1st.com](mailto:mharrower@security1st.com)

Kristina Scott  
108 East Avenue South, PO Box 6  
Lyons, KS 67554  
Office: (620) 257-2831  
[kscott@security1st.com](mailto:kscott@security1st.com)

**For Title Assistance**

Deb Smith  
108 East Avenue South, PO Box 6  
Lyons, KS 67554  
Office: (620) 257-2831  
[dsmith@Security1st.com](mailto:dsmith@Security1st.com)

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**Seller/Owner**

TIMOTHY DAVID Todd  
Delivered via: Electronic Mail

**Agent for Seller**

Farmers National Company  
Attention: Richard Boyles  
11516 Nichols  
Omaha, NE 68154  
(402) 496-3276 (Work)  
(402) 496-7956 (Work Fax)  
[rboyles@farmersnational.com](mailto:rboyles@farmersnational.com)

**Agent for Seller**

Farmers National Company  
Attention: Chris Ostmeyer  
PO Box 40  
Kechi, KS 67067  
(785) 672-8672 (Cell)  
(316) 788-4240 (Work)  
(316) 788-4935 (Work Fax)  
[COstmeyer@farmersnational.com](mailto:COstmeyer@farmersnational.com)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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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## Title Fee Invoice

Date:	10/21/2025	Buyer(s):	
Order No.:	3156770	Seller(s):	Timothy David Todd
Issuing Office:	Margaret Harrower Security 1st Title 108 East Avenue South, PO Box 6 Lyons, KS 67554	Property Address:	0 Avenue G, Little River, KS 67457

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$408.00
	<b>Total TBD</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

### Tax Information:

[21-17200](tel:21-17200)

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**Westcor Land 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 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, WESTCOR LAND TITLE INSURANCE COMPANY, a Colorado 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.

**WESTCOR LAND TITLE INSURANCE COMPANY**



By: Mary O'Donnell  
President  
Attest: [Signature]  
Secretary

**Issuing Agent: Security 1st Title, LLC**



**Security 1<sup>st</sup> Title**

**Deb Smith**  
**(620) 257-2831**  
**dsmith@Security1st.com**  
**(620) 257-2048**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title, LLC</b>	Buyer:	
Issuing Office:	<b>108 East Avenue South, PO Box 6 Lyons, KS 67554</b>	Title Contact:	<b>Deb Smith (620) 257-2831 dsmith@Security1st.com (620) 257-2048</b>
ALTA Universal ID:	<b>0001228</b>		
Loan ID Number:			
Commitment No.:	<b>KS-C3156770</b>		
Property Address:	<b>0 Avenue G, Little River, KS 67457</b>		

**SCHEDULE A**

**1. Commitment Date:**

10/15/2025 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

Proposed Insured: \_\_\_\_\_

The estate or interest to be insured: Fee Simple

TBD

**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:**

Timothy David Todd

**5. The Land is described as follows:**

The West Half of the Southeast Quarter (W/2 SE/4) of Section 33, Township 18 South, Range 6 West of the 6th Principal Meridian, Rice County, Kansas

**Security 1st Title**

By: \_\_\_\_\_



**David Armagost, President**

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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, and recorded in the Public Records.
5. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

**Tax Year: 2024**

**Full Amount: \$878.12, Paid**

**Tax Parcel Number: 21-17200**

6. **File a Warranty Deed from Timothy David Todd, stating marital status and joined by spouse, if any, to None.**
7. **Provide this company with a properly completed and executed Owner's Affidavit.**

**NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.**

**If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.**

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**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 encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**
8. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RICE County Register of Deeds.**
9. **Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.**
10. **Terms and provisions of the oil and gas leases executed between Timothy David Todd , lessor, and Chesapeake Exploration LLC, lessee, filed October 09, 2012 recorded in/on Vol. 155 O&G, on page 374, together with all subsequent assignments and conveyances.**

**NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.**

11. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**
12. **Subject to existing road, street or highway rights of way.**
13. **Terms and conditions of that Transfer on Death Deed filled July 19, 2021 as Vol. 185 Deeds, on page 212. Said exception will be removed after the successful recording of any subsequent deed**

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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; and
    - f. Schedule B, Part II—Exceptions.

**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.

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.

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

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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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**Notice of Privacy Policy**  
**of**  
**Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

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## PRIVACY POLICY

### WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
<b>How often does Security 1st Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1st Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Security 1st Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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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