

GF&A

ABSOLUTE • LIVE & ONLINE LAND AUCTION

Wednesday, May 29, 2024 • 11:00 AM

LIVE LOCATION: Barber County Heritage Center, 4597 SE Pageant Road, Medicine Lodge

ONLINE BIDDING: www.gavelroads.com



Tract 1



Tract 2



Tract 3

TRACT 1: 1,300 ± contiguous acres located in the heart of some of the most sought-after and hard-to-find Trophy Whitetail Hunting in Unit 16. Situated on the edge of the Scenic Kansas Gyp Hills, this tract is a portion of a working cattle ranch owned and operated by the same family for generations. Pride of ownership is evident with well-maintained fences in good repair and native grass carefully managed to prevent overgrazing. Topography consists of rolling native grass hills with scattered areas of plum thickets that drop off into rugged cedar-lined brush-filled canyons and ravines with scattered mature timber. Ponds and water wells throughout the property provide water for livestock and wildlife. Plenty of habitat to hold and maintain a sizable deer population. Recreational opportunities include turkey, quail, and pheasant hunting with additional wildlife including coyotes and bobcats. Several locations to build a cabin or home. This property needs to be seen to fully appreciate everything it offers to serious trophy hunters. Rural water is available in addition to the ponds and windmill. Property has mineral production totaling \$54,451 in 2023.

Taxes: 2023 \$1,663.22 Taxes will be prorated to the day of closing.

Legal Description: Part of Sections 7, 8, 17, & 18 in Township 33, Range 10 West in Barber Co., KS.

Location: Approximately 5 miles South of Sharon, KS, on Tri-City Road and 1 mile West on Crooked Post.

TRACT 2: 700 ± acres located in Kansas Deer Management Unit 16, offering trophy hunters everything necessary to attract and hold deer. A small spring-lined creek with cedar trees, brush, and mature timber runs year-round the entire length of the property. Rolling hills with scattered areas of plum brush add additional habitat.

Taxes: 2023 \$1,209.16 Taxes will be prorated to the day of closing.

Legal Description: Part of Sections 24 & 25 in Township 31, Range 11 West in Barber Co., KS. (Contact agent for full legal description)

Location: Located 2 miles west of Sharon, KS on Hwy 160 and 4 miles north on Cedar Hills Road.

TRACT 3: 945 ± acres located in Kansas Deer Management Unit 16. Topography consists of rolling native grass-covered hills and draws with Sand Hill plum thickets. Adjacent to some of the most productive deer hunting properties in Barber County that consistently produces Boone and Crockett Trophy Bucks. Property is used primarily for bedding for a large number of deer. In addition, the plum thickets provide habitat for a sizable quail population. Water is provided by a pond and water well. Income from cattle grazing lease.

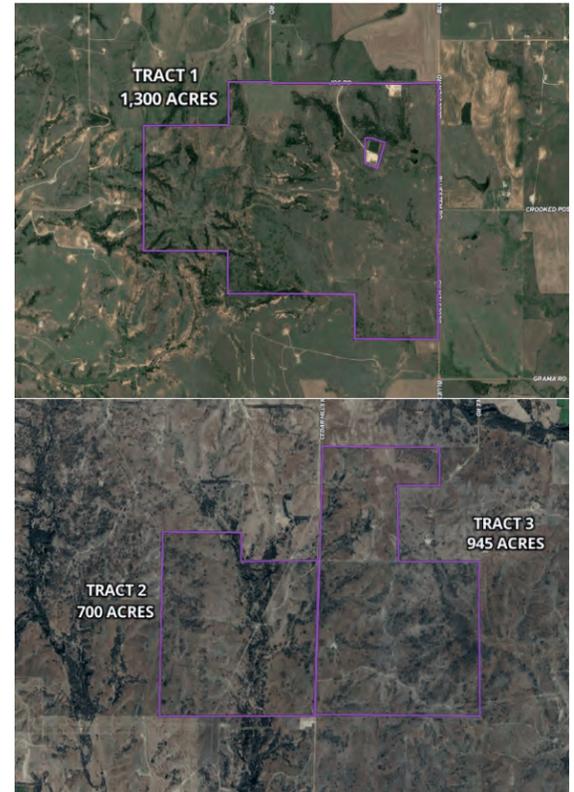
Taxes: 2023 \$1,167.92 Taxes will be prorated to the day of closing.

Legal Description: Part of Sections 19 & 30 in Township 31, Range 10 West in Barber Co., KS

Location: Located 2 miles west of Sharon, KS on Hwy 160 and 4 miles north on Cedar Hills Road.

Minerals: Seller's mineral interest will pass to the Buyer upon closing. **Possession:** Buyer will receive possession upon closing.

Terms: Earnest money required and shall be paid the day of the auction. Tract 1: \$200,000; Tract 2: \$75,000; Tract 3: \$75,000; with the balance due on or before June 28, 2024. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller.



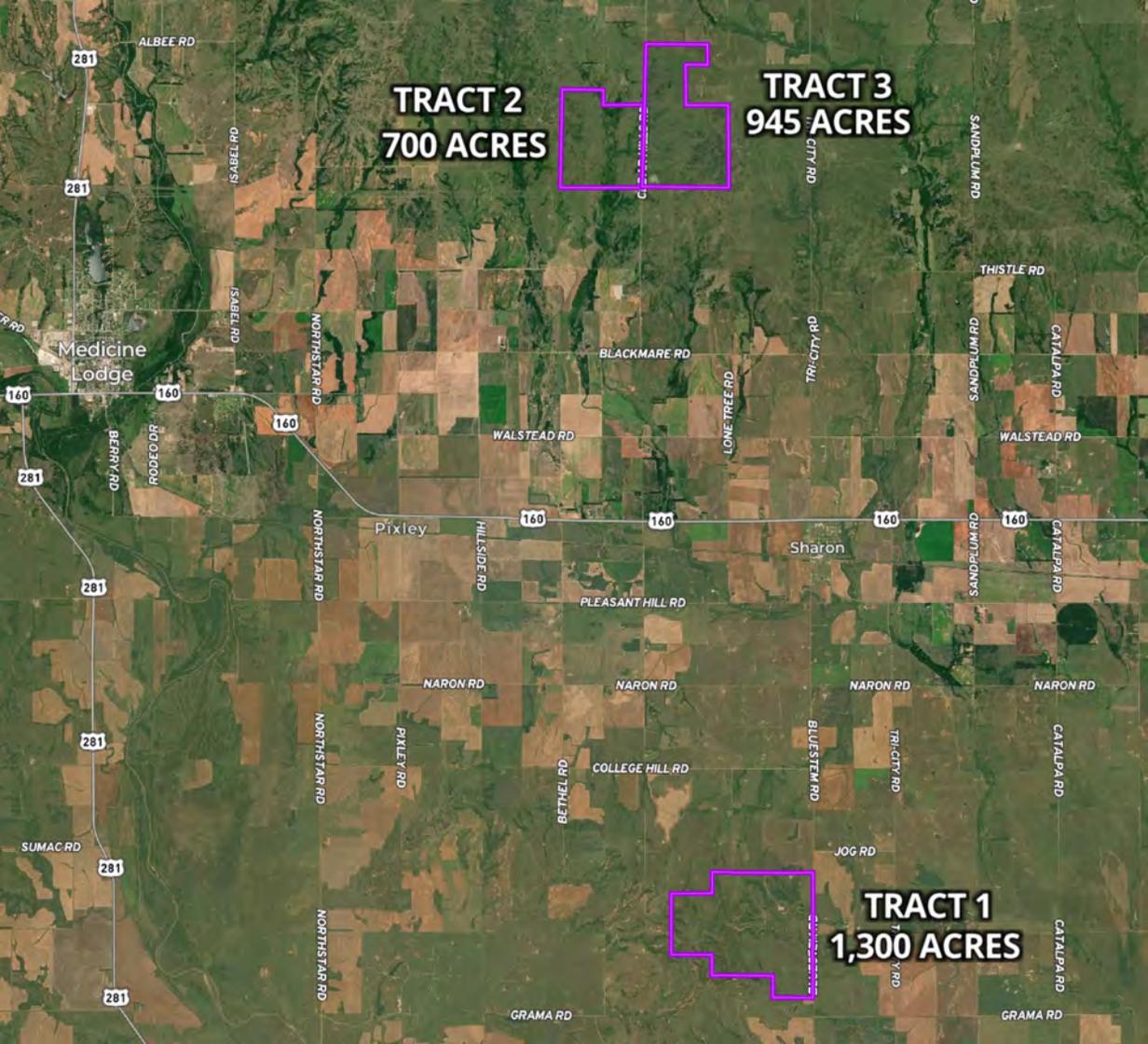
Ralph Lilja, REALTOR®
(620) 243-3244
ralph@genefrancis.com

Tyler Francis, REALTOR® & Auctioneer
(316) 734-7342
tyler@genefrancis.com



For more information, please visit www.genefrancis.com





TRACT 2
700 ACRES

TRACT 3
945 ACRES

TRACT 1
1,300 ACRES

TRACT 1
1,300 ACRES

CEDAR HILLS RD

13333

BLUES RD

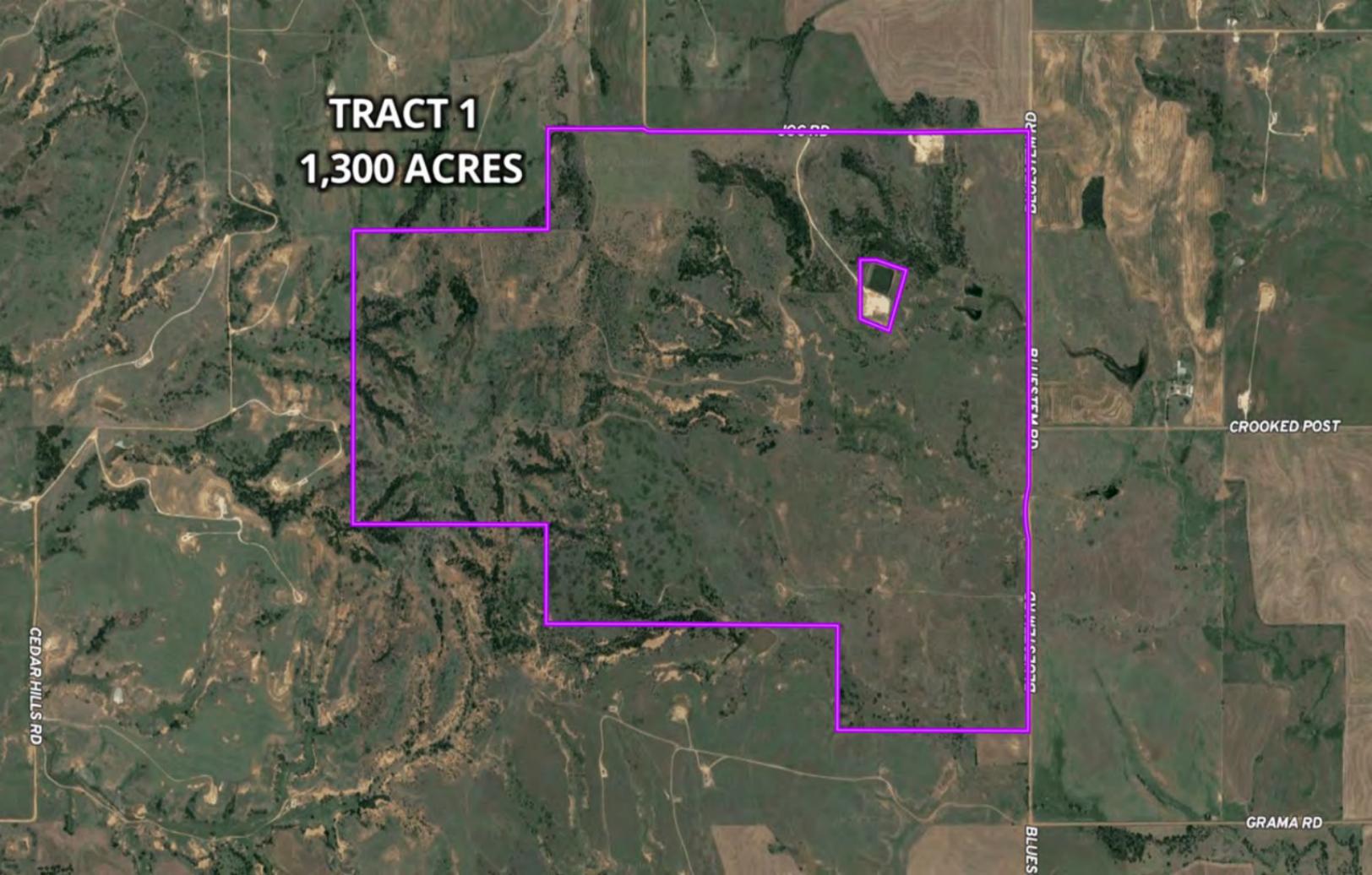
BLUESTOWN

BLUES RD

BLUES

CROOKED POST

GRAMA RD



Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	233 07 0 00 00 005 00 0 01	170-320

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	7	Township	33	Range	10
Tract 1 170-320									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0001926	001		57.14	57.14	57.14	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	233 07 0 00 00 006 00 0 01	170-290

Owner ID MATH00024 MATHEWS, M SCOTT

Taxpayer ID MATH00024 MATHEWS, M SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	7	Township	33	Range	10
Tract 1 170-290									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000622	001		115.42	115.42	115.42	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	233 08 0 00 00 002 00 0 01	170-360

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	8	Township	33	Range	10
Tract 1 170-360									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0003633	001		286.56	286.56	286.56	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	233 08 0 00 00 003 00 0 01	170-370

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	8	Township	33	Range	10
Tract 1 170-370									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0003586	001		47.24	47.24	47.24	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	234 17 0 00 00 001 00 0 01	171-680

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	17	Township	33	Range	10
Tract 1 171-680									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0003425	001		46.14	46.14	46.14	Yes	No

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For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	234 17 0 00 00 002 00 0 01	171-690

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	17	Township	33	Range	10
Tract 1 171-690									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0001140	001		191.49	191.49	191.49	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	234 18 0 00 00 001 00 0 01	171-720

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	18	Township	33	Range	10
Tract 1 171-720									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000429	001		87.67	87.67	87.67	Yes	No

* - Does not include all interest, penalties and fees.

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URBAN OIL & GAS GROUP, LLC
 1000 EAST 14TH
 PLANO, TX 75074

For questions about your 1099 form please contact
 OWNER RELATIONS by e-mail at
 do@urbanoilandgas.com. For frequently asked questions
 about 1099s, please visit our webpage at
 https://urbanoilandgas.zendesk.com/hc/en-us/sections/360
 006778073-1099s

MICHAEL SCOTT AND BECKY KAY MATHEWS

Instructions for Recipient

Recipient's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the payer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. Individuals should see the Instructions for Schedule SE (Form 1040). Corporations, fiduciaries, or partnerships must report the amounts on the appropriate line of their tax returns.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your information correctly.

Box 1. Report rents from real estate on Schedule E (Form 1040). However, report rents on Schedule C (Form 1040) if you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business. See Pub. 527.

Box 2. Report royalties from oil, gas, or mineral properties; copyrights; and patents on Schedule E (Form 1040). However, report payments for a working interest as explained in the Schedule E (Form 1040) instructions. For royalties on timber, coal, and iron ore, see Pub. 544.

Box 3. Generally, report this amount on the "Other income" line of Schedule 1 (Form 1040) and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income. See Pub. 525. If it is trade or business income, report this amount on Schedule C or F (Form 1040).

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold if you did not furnish your TIN. See Form W-9 and Pub. 505 for more information. Report this amount on your income tax return as tax withheld.

Box 5. Shows the amount paid to you as a fishing boat crew member by the operator, who considers you to be self-employed. Self-employed individuals must report this amount on Schedule C (Form 1040). See Pub. 334.

Box 6. For individuals, report on Schedule C (Form 1040).

Box 7. If checked, consumer products totaling \$5,000 or more were sold to you for resale, on a buy-sell, a deposit-commission, or other basis. Generally, report any income from your sale of these products on Schedule C (Form 1040).

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Schedule 1 (Form 1040).

Box 9. Report this amount on Schedule F (Form 1040). **Box 10.** Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 11. Shows the amount of cash you received for the sale of fish if you are in the trade or business of catching fish.

Box 12. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A plus any earnings on current and prior year deferrals.

Box 13. If the FATCA filing requirement box is checked, the payer is reporting on this Form 1099 to satisfy its account reporting requirement under chapter 4 of the Internal Revenue Code. You may also have a filing requirement. See the instructions for Form 8938.

Box 14. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See your tax return instructions for where to report.

Box 15. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. Any amount included in box 12 that is currently taxable is also included in this box. Report this amount as income on your tax return. This income is also subject to a substantial additional tax to be reported on Form 1040, 1040-SR, or 1040-NR. See the instructions for your tax return.

Boxes 16-18. Show state or local income tax withheld from the payments.

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CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. URBAN OIL & GAS GROUP, LLC 1000 EAST 14TH PLANO, TX 75074		1 Rents \$	OMB No. 1545-0115 2023 Form 1099-MISC	Miscellaneous Information
PAYER'S TIN		2 Royalties \$ 54,451.15	4 Federal income tax withheld \$	
RECIPIENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code MICHAEL SCOTT AND BECKY KAY MATHEWS		3 Other income \$	6 Medical and health care payments \$	Copy B For Recipient This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S TIN		5 Fishing boat proceeds \$	8 Substitute payments in lieu of dividends or interest \$	
Account number (see instructions) 18757		7 Payer made direct sales of \$5000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Gross proceeds paid to an attorney \$	
2nd TIN not <input type="checkbox"/>		9 Crop insurance proceeds \$	12 Section 409A deferrals \$	
13 FATCA filing requirement <input type="checkbox"/>		14 Excess golden parachute payments \$	15 Nonqualified deferred compensation \$	
16 State tax withheld \$		17 State/Payer's state no.	18 State income \$	

URBAN OIL & GAS GROUP, LLC
 1000 EAST 14TH
 PLANO, TX 75074

For questions about your 1099 form please contact
 OWNER RELATIONS by e-mail at
 do@urbanoilandgas.com. For frequently asked questions
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 006778073-1099s

MICHAEL SCOTT AND BECKY KAY MATHEWS

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CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. URBAN OIL & GAS GROUP, LLC 1000 EAST 14TH PLANO, TX 75074		1 Rents \$	OMB No. 1545-0115 2022 Form 1099-MISC	Miscellaneous Information
		2 Royalties \$ 105,134.23		
		3 Other income \$	4 Federal income tax withheld \$	Copy B For Recipient
PAYER'S TIN	RECIPIENT'S TIN	5 Fishing boat proceeds \$	6 Medical and health care payments \$	
RECIPIENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code MICHAEL SCOTT AND BECKY KAY MATHEWS		7 Payer made direct sales of \$5000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	8 Substitute payments in lieu of dividends or interest \$	
		9 Crop insurance proceeds \$	10 Gross proceeds paid to an attorney \$	
		11 Fish purchased for resale \$	12 Section 409A deferrals \$	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		13 FATCA filing requirement <input type="checkbox"/>	14 Excess golden parachute payments \$	
		15 Nonqualified deferred compensation \$		
Account number (see instructions) 18757	2nd TIN not <input type="checkbox"/>	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$

URBAN OIL & GAS GROUP, LLC
 1000 EAST 14TH
 PLANO, TX 75074

For questions about your 1099 form please contact us at
 1-972-543-8800 or by e-mail at DO@urbanoilandgas.COM.

MICHAEL SCOTT AND BECKY KAY MATHEWS

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Box 9. Report this amount on Schedule F (Form 1040).

Box 10. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 11. Shows the amount paid for the purchase of fish for resale from any person engaged in the trade or business of catching fish. See the instructions for your tax return for reporting this income.

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PAYER'S TIN		2 Royalties \$ 61,802.37			
RECIPIENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code MICHAEL SCOTT AND BECKY KAY MATHEWS		3 Other income \$		4 Federal income tax withheld \$	
RECIPIENT'S TIN		5 Fishing boat proceeds \$		6 Medical and health care payments \$	
Account number (see instructions) 18757		FATCA filing requirement <input type="checkbox"/>		7 Payer made direct sales of \$5000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$	
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Commitment Cover Page

Order Number: 3073580

Delivery Date: 05/10/2024

Property Address: Hazelton, KS 67061

For Title Assistance

Regina Adelhardt
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
radelhardt@security1st.com

Seller/Owner

M. Scott Mathews

Agent for Seller

Gene Francis & Associates
Attention: Gene Francis
12140 W K-42 Hwy
Wichita, KS 67215
(316) 524-8345 (Work)
(316) 524-1412 (Work Fax)
gene@genefrancis.com

Agent for Seller

Gene Francis & Associates LLC
Attention: Ralph Lilja
12140 W K-42 Hwy
Wichita, KS 67215
(620) 243-3244 (Cell)
rliljare@gmail.com
Delivered via: Electronic Mail

Agent for Seller

Gene Francis & Associates LLC
Attention: Tyler Francis
12140 W K-42 Hwy
Wichita, KS 67215
(316) 734-7342 (Cell)
tylerwfrancis@gmail.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date:	05/10/2024	Buyer(s):	A Legal Entity - To Be Determined
Order No.:	3073580	Seller(s):	M. Scott Mathews a/k/a Scott Mathews a/k/a Michael Scott Mathews
Issuing Office:	Security 1st Title 109 W. Main Street Anthony, KS 67003	Property Address:	Hazelton, KS 67061

Title Insurance Fees
ALTA Owner's Policy 07-01-2021 (TBD)
Total TBD
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.
Thank you for your order!

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:

004-233-07-0-00-00-005.00-0, 004-233-07-0-00-00-006.00-0, 004-233-08-0-00-00-002.00-0, 004-233-08-0-00-00-003.00-0, 004-234-17-0-00-00-001.00-0, 004-234-17-0-00-00-002.00-0, 004-234-18-0-00-00-001.00-0



ALTA COMMITMENT FOR TITLE INSURANCE

**issued by
First American 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 EXTRACTIONAL 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 COMPANY, 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Regina Adelhardt
(620) 532-2011 (Work)
radelhardt@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Regina Adelhardt (620) 532-2011 (Work) radelhardt@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	KS-C3073580		
Property Address:	Hazelton, KS 67061		

SCHEDULE A

1. Commitment Date:

04/24/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021
Proposed Insured: A Legal Entity - To Be Determined
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:

M. Scott Mathews a/k/a Scott Mathews a/k/a Michael Scott Mathews

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title, LLC

By:



Commitment No.: KS-C3073580

Exhibit A

Tract 1: The Southeast Quarter of the Southwest Quarter (SE/4 SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 7; the North Half of the Southeast Quarter (N/2 SE/4) and the South Half of the Northeast Quarter (S/2 NE/4) and the Northwest Quarter (NW/4) of Section 17

and the East Half of the Northeast Quarter (E/2 NE/4) and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section 18,

all in Township 33 South, Range 10 West of the 6th P.M., Barber County, Kansas.

Tract 2: The South Half of the Southeast Quarter (S/2 SE/4) of Section 8 and the North Half of the Northeast Quarter (N/2 NE/4) of Section 17, Township 33 South, Range 10 West of the 6th P.M., Barber County, Kansas.

Tract 3: The Southeast Quarter of the Northeast Quarter (SE/4 NE/4) and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) and the North Half of the Southeast Quarter (N/2 SE/4) of Section 7; and the Southwest Quarter (SW/4) and the South Half of the Northeast Quarter (S/2 NE/4) and the South Half of the Northwest Quarter (S/2 NW/4) and the North Half of the Southeast Quarter (N/2 SE/4) of Section 8, all in Township 33 South, Range 10 West of the 6th P.M., Barber County, Kansas, LESS and except the following described tract: A tract of land in the Southeast Quarter of Section 8, Township 33 South, Range 10 West, being more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 8, Township 33 South, Range 10 West, thence N 89°55'41" W along the North line of said Southeast Quarter for 2649.46 feet to the Northwest corner of said Southeast Quarter, thence S 0°12'51"W along the West line of said Southeast Quarter for 410.00 feet to a point, thence N 90°00'00" E for 325.00 feet to the Point of Beginning, thence N 90°00'00" E for a distance of 220.00 feet to a point, thence S 71°21'19" E for 428.00 feet to a point, thence S 16°17'42" W for 836.36 feet to a point, thence N 68°25'16" W for 420.33 feet to a point, thence N 00°00'00" E for 785.00 feet to the point of beginning.

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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. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in BARBER County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of BARBER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of BARBER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

6. File a release of Mortgage dated May 10, 2021, recorded May 14, 2021, as Book 242, Page 12, made by Michael Scott Mathews a/k/a M. Scott Mathews a/k/a Scott Mathews and Becky Kay Mathews, husband and wife, to FCS Financial FLCA, in the amount of \$6,110,000.00.
7. File a Warranty Deed from Michael Scott Mathews a/k/a Scott Mathews a/k/a M. Scott Mathews and Becky Kay Mathews, husband and wife, to A Legal Entity - To Be Determined.
8. 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.

9. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

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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.

**General taxes and special assessments for the year 2023 in the amount of \$114.28,
First Half Paid in the amount of \$57.14
Second Half Due in the amount of \$57.14.**

Property ID # 233-07-0-00-00-005.00-0-01SE/4 SW/4 & SW/4 SE/4-7-33-10)

7. **General taxes and special assessments for the year 2023 in the amount of \$230.84,
First Half Paid in the amount of \$115.42
Second Half Due in the amount of \$115.42**

Property ID # 233-07-0-00-00-006.00-0-01 (N/2 SE/4 & NE/4 SW/4; SE/4 SE/4 & SE/4 NE/4-7-33-10)

8. **General taxes and special assessments for the year 2023 in the amount of \$573.12.
First Half Paid in the amount of \$286.56
Second Half Due in the amount of \$286.56**

Property ID # 233-08-0-00-00-002.00-0-01 (SW/4 & S/2 NW/\$ & N/2 SE/4 less tract - 8-33-10)

9. **General taxes and special assessments for the year 2023 in the amount of \$94.48,
First Half Paid in the amount of \$47.24
Second Half Due in the amount of \$47.24**

Property ID # 233-08-0-00-00-003.00-0-01 (S/2 SE/4-8-33-10)

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General taxes and special assessments for the year 2023 in the amount of \$92.28.
First Half Paid in the amount of \$46.14
Second Half Due in the amount of \$46.14

Property ID # 234-17-0-00-00-001.00-0-01 (N/2 NE/4-17-33-10)

10. General taxes and special assessments for the year 2023 in the amount of \$382.98.
First Half Paid in the amount of \$191.49
Second Half Due in the amount of \$191.49

Property ID # 234-17-0-00-00-002.00-0-01 (NW/4 & S/2 NE/4 & N/2 SE/4-17-33-10)

11. General taxes and special assessments for the year 2023 in the amount of \$175.34.
First Half Paid in the amount of \$87.67
Second Half Due in the amount of \$87.67

Property ID # 234-18-0-00-00-001.00-0-01 (NE/4 NW/4; N/2 NE/4 & SE/4 NE/4-18-33-10)

12. A Right of Way Agreement for Pipeline, recorded as Book 92, Page [230](#).
In favor of: ONEOK Field Services Company, it's successors and/or assigns
Affects: S/2 N/2-8-33-10
13. A Right of Way Agreement for Pipeline, recorded as Book 92, Page [232](#).
In favor of: ONEOK Field Services Company, it's successors and/or assigns
Affects: N/2 SE/4 NE/4 SW/4 S/2 NW/4-8-33-10
14. An above ground permanent easement for Meter Run, recorded as Book 91, Page [125](#).
In favor of: West Wichita Gas Gathering, LLC, it's successors and/or assigns
Affects: SW/4-7-33-10
15. An above ground permanent easement for Meter run, recorded as Book 82, Page [78](#).
In favor of: West Wichita Gas Gathering, LLC, it's successors and/or assigns
Affects: SW/4-7-33-10
16. An above ground permanent easement for Meter run, recorded as Book 82, Page [82](#).
In favor of: West Wichita Gas Gathering, it's successors and/or assigns
Affects: SW/4-7-33-10
17. An above ground permanent easement for Meter run, recorded as Book 82, Page [86](#).
In favor of: West Wichita Gas Gathering, LLC, it's successors and/or assigns
Affects: SW/4-7-33-10
18. An above ground permanent easement for Meter run, recorded as Book 82, Page [90](#).
In favor of: West Wichita Gas Gathering, LLC, it's successors and/or assigns
Affects: SW/4-7-33-10
19. A Right of Way for Pipeline, recorded as Book 75, Page [379](#).
In favor of: AGV Corp, it's successors and/or assigns
Affects: NE/4-7-33-10
20. An easement for Pipeline, recorded as Book 74, Page [484](#).
In favor of: West Wichita Gas Gathering, LLC, it's successors and/or assigns
Affects: W/2 NW/4-17
21. An easement for Pipeline, recorded as Book 31, Page [49](#).
In favor of: Peoples Natural Gas Division, it's successors and/or assigns
Affects: N/2 NE/4-17-33-10
22. An easement for Pipeline, recorded as Book 24, Page [375](#).
In favor of: Plateau Natural Gas Co. , it's successors and/or assigns
Affects: SE/4 NW/4 & S/2-8-33-10

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23. An easement for Pipeline, recorded as Book 24, Page [321](#).
In favor of: Plateau Natural Gas Co. it's successors and/or assigns
Affects: N/2 NE/4-17-33-10
24. An easement for Pipeline, recorded as Book 37, Page [177](#).
In favor of: Peoples Natural Gas Company, it's successors and/or assigns
Affects: NE/4 NW/4, N/2 NE/4 SE/4 NE/4-18-33-10
25. An easement for Rural Water, recorded as Book 29, Page [421](#).
In favor of: Rural Water District No. 2
Affects: Tract in NW/4-18-33-10
26. An easement for Tower and Access, recorded as Book 20, Page [264](#).
In favor of: The Atchison, Topeka and Santa Fe Railway Company, it's successors and/or assigns
Affects: NE/4 NW/4-18 & SE/4 SW/4-7-33-10
27. An easement for Salt Water Disposal Agreement, recorded as Book 40, Page [137](#).
In favor of: National Oil Company, it's successors and/or assigns
Affects: E/2 SW/4-8-33-10 & N/2 NE/4-7-33-10
28. Terms and provisions of Special Warranty Deed dated December 20, 2012 by and between Michael Scott Mathews and Becky Kay Mathews, husband and wife and Tug Hill Operating, LLC, recorded February 27, 2013 in Book 137, Page [537](#).
29. Rights of the owners of the mineral estate as conveyed or reserved on/in Book 137, Page [537](#), Book 87, Page [61](#), Book 12, Page [333](#), Book 73, Page [157](#), Book 76, Page [375](#), Book 76, Page [377](#), and of the parties claiming thereunder.
30. Terms and provisions of Memorandum of oil and gas lease executed between Michael Scott Mathews and Becky Kay Mathews, husband and wife, lessor, and Cheyenne Exploration, LLC, lessee, filed February 1, 2012, recorded in/on Book 338, Page [477](#), together with all subsequent assignments and conveyances. Unit Declaration and Pooling Agreement recorded in Book 348, Page 98; Affidavit of Production recorded in Book 348, Page [1](#).
Memorandum of Operating Agreement recorded in Book 347, Page [147](#)
Assignments of Wellbores recorded in Book 351, Page [281](#), Book 351, Page [285](#) and Book 351, Page [277](#) (Sections 27, 7 & 17-33-10 & 18, 8, 30, 31-31-10)
31. Terms and provisions of the oil and gas lease executed between Harvey Mathews and Wilda McReynolds Mathews, his wife, lessor, and Texas Oil and Gas Corp, lessee, filed November 8, 1976, recorded in/on Book 160, Page [239](#), together with all subsequent assignments and conveyances. Affidavit of Production recorded in Book 162, Page [387](#), Book 168, Page [381](#) and Book 189, Page [317](#). Declaration of Unitization recorded in Book 167, Page [187](#).
NW/4-17 & E/2 NE/4-18
32. Terms and provisions of the oil and gas leases executed between Michael Scott Mathews and Becky Kay Mathews, lessor, and Cheyenne Exploration, LLC, lessee, filed 12/16/2011 recorded in/on Book 335, Page [190](#), together with all subsequent assignments and conveyances. Memorandum of Operating Agreement recorded in Book 347, Page [147](#)
Assignments of Wellbores recorded in Book 351, Page [281](#), Book 351, Page [285](#) and Book 351, Page [277](#) (8-33-10)
33. Terms and provisions of the oil and gas lease executed between Harvey Mathews and Wilda McReynolds Mathews, his wife, lessor, and Texas Oil and Gas Corp, lessee, filed November 8, 1976, recorded in/on Book 160, Page [247](#), together with all subsequent assignments and conveyances. Affidavit of Production recorded in Book 162, Page [387](#), Book 168, Page [381](#) and Book 189, Page [317](#). Declaration of Unitization recorded in Book 167, Page [187](#).
NW/4-17 & E/2 NE/4-18
34. Terms and provisions of the oil and gas leases executed between Mary Jo Henke, et al., , lessor, and National Oil Company, lessee, filed October 7, 1977 recorded in/on Book 163, Page [541](#), together with all subsequent assignments and conveyances. Affidavit of Production recorded in Book 166, Page [307](#)
(SE/4 SE/4-8-33-10)

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35. Terms and provisions of the oil and gas lease executed between Harvey Mathews and Wilda McReynolds Mathews, his wife, lessor, and Texas Oil and Gas Corp, lessee, filed November 8, 1976, recorded in/on Book 160, Page [245](#), together with all subsequent assignments and conveyances.
Affidavit of Production recorded in Book 162, Page [387](#), Book 168, Page [381](#) and Book 189, Page [317](#).
Declaration of Unitization recorded in Book 167, Page [187](#)
SE/4 SW/4 & SW/4 SE/4-7 & NE/4 NW/4 & NW/4 NE/4-18
36. Terms and provisions of the oil and gas lease executed between Wilda Mathews and Harvey Mathews, lessor, and Strong's Inc., lessee, filed November 24, 1980, recorded in/on Book 182, Page [379](#), together with all subsequent assignments and conveyances.
Affidavit of Production recorded in Book 198, Page [205](#).
(N2/ NE/4-17-33-10)
37. Terms and provisions of the oil and gas lease executed between Wilda Mathews and Harvey Mathews, her husband, lessor, and Strong's Inc. , lessee, filed November 24, 1980, recorded in/on Book 182, Page [381](#), together with all subsequent assignments and conveyances.
Affidavit of Production recorded in Book 198, Page [206](#).
S/2 SE/4-8-33-10
38. Terms and provisions of the oil and gas lease executed between Bob Newton and Donnie Newton, lessor, and J. Fred Hambright, lessee, filed October 26, 1976, recorded in/on Book 160, Page [179](#), together with all subsequent assignments and conveyances.
Affidavit of Production recorded in Book 166, Page [307](#).
Designation of Unit recorded in Book 189, Page [317](#)
SW/4-8 & SE/4 NE/4; N/2 SE/4; SE/4 SE/4 NE/4 SW/4-7-33-10
39. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book 100, Page [195](#).
NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Barber County
40. 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.
41. Subject to existing road, street or highway rights of way.
42. 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 BARBER County Register of Deeds.
43. 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.
44. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.
45. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
46. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
47. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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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

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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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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when 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 Policy describes some of the terms contained in the Policy.

The Policy 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 the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

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

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.

How Do We Use Your Personal Information? 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/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, 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; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. 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. That is why 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.

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How Long Do We Keep Your Personal Information? 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.

Your Choices 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 Policy. 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.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, 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 POLICY.**

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/](https://www.firstam.com/privacy-policy/).

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

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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?
For our everyday business purposes —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
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	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.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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**TRACT 2
700 ACRES**

**TRACT 3
945 ACRES**

CEDAR HILLS RD

ONE TREE RD

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	106 24 0 00 00 003 01 0 01	080-840
Owner ID	MATH00024 MATHEWS, M SCOTT	
Taxpayer ID	MATH00024 MATHEWS, M SCOTT	

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	24	Township	31	Range	11
Tract 1 80-840									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0003341	001		51.19	51.19	51.19	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	107 25 0 00 00 001 00 0 01	080-880
Owner ID	MATH00024 MATHEWS, M SCOTT	
Taxpayer ID	MATH00024 MATHEWS, M SCOTT	

Situs Address: 0 RURAL;

Subdivision	RURAL PARCEL	Block	Lot(s)	Section	25	Township	31	Range	11
Tract 1 80-880									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000282	001		553.39	553.39	553.39	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	114 19 0 00 00 004 00 0 01	100-1000730
Owner ID	MATH00024 MATHEWS, M SCOTT	
Taxpayer ID	MATH00024 MATHEWS, M SCOTT	

Situs Address: 0 RURAL;

Subdivision	RIDGE/SHARON	Block	Lot(s)	Section	19	Township	31	Range	10
Tract 1	100-10-730								

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0005603	001		171.23	171.23	171.23	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	119 30 0 00 00 001 00 0 01	100-1000970

Owner ID MATH00012 MATHEWS, MICHAEL SCOTT

Taxpayer ID MATH00012 MATHEWS, MICHAEL SCOTT

Situs Address: 0 RURAL;

Subdivision	RIDGE/SHARON	Block	Lot(s)	Section	30	Township	31	Range	10
Tract 1 100-10-970									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0003258	001		412.73	412.73	412.73	Yes	No

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Barber County Treasurer, 118 East Washington, Medicine Lodge, KS, (620) 886-3775.

Commitment Cover Page

Order Number: 3075187

Delivery Date: 05/10/2024

Property Address: Hazelton, KS 67061

For Closing Assistance

Christy Mans
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
cmans@security1st.com

Katie Denton
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
kdenton@security1st.com

For Title Assistance

Regina Adelhardt
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
radelhardt@security1st.com

Seller/Owner

M. Scott Mathews a/k/a Michael Scott Mathews a/k/a Scott Mathews
Delivered via: Electronic Mail

Agent for Seller

Gene Francis & Associates LLC
Attention: Ralph Lilja
12140 W K-42 Hwy
Wichita, KS 67215
(620) 243-3244 (Cell)
rliljare@gmail.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date: **05/10/2024** Buyer(s): **A Legal Entity - To Be Determined**
Order No.: **3075187** Seller(s): **M. Scott Mathews a/k/a Michael Scott Mathews a/k/a Scott Mathews**
Issuing Office: **Security 1st Title** Property Address: **Hazelton, KS 67061**
109 W. Main Street
Anthony, KS 67003

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$415.00
Additional Parcel	\$210.00
	Total \$625.00
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.	
Thank you for your order!	

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.



ALTA COMMITMENT FOR TITLE INSURANCE

**issued by
First American 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 EXTRACTIONAL 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 COMPANY, 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Regina Adelhardt
(620) 532-2011 (Work)
radelhardt@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Regina Adelhardt (620) 532-2011 (Work) radelhardt@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	KS-C3075187		
Property Address:	Hazelton, KS 67061		

SCHEDULE A

1. Commitment Date:

04/24/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity - To Be Determined

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:

M. Scott Mathews a/k/a Michael Scott Mathews a/k/a Scott Mathews

5. The Land is described as follows:

The South 60 acres of the Southwest Quarter (SW/4) of Section 24, and all of Section 25, Township 31 South, Range 11 West of the 6th P.M., Barber County, Kansas.

Security 1st Title, LLC

By:

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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. **File a release of Mortgage dated May 10, 2021, recorded May 14, 2021, as Book 242, Page 12, made by Michael Scott Mathews a/k/a M. Scott Mathews a/k/a Scott Mathews and Becky Kay Mathews, husband and wife, to FCS Financial FLCA, in the amount of \$6,110,000.00.**
6. **File a Warranty Deed from Michael Scott Mathews a/k/a Scott Mathews a/k/a M. Scott Mathews and Becky Kay Mathews, husband and wife, to A Legal Entity - To Be Determined.**
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.

8. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.



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 fiscal year 2023 in the original amount of \$102.38.**

First Installment: \$51.19, Paid

Second Installment: \$51.19, DUE

Property I.D. # 106-24-0-00-00-003.01-0-01 (S 60 acres of SW/4-24-31-11)

8. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$1,106.78.**

First Installment: \$553.39, Paid

Second Installment: \$553.39, DUE

Property I.D. # 107-25-0-00-00-001.00-0-01 (25-31-11)

9. **Notice in regard to exact location executed by Rose Rock Midstream Crude, L.P., in regard to Easement recorded November 25, 2015 in Book 99, Page [414](#). 25-31-11**
10. **A Right of Way and Easement for Pipeline, recorded as Book 99, Page [414](#).
In favor of: Rose Rock Midstream Crude, L.P., it's successors and/or assigns
Affects: All Section 25**
11. **An Easement for Pipeline and Right of Way Grant, recorded as Book 99, Page [130](#).
In favor of: Grand Mesa Pipeline, LLC, it's successors and/or assigns
Affects: All of Section 25-31-11**
12. **An easement for Pipeline and Right of Way Grant, recorded as Book 99, Page [126](#).
In favor of: Grand Mesa Pipeline, LLC, it's successors and/or assigns
Affects: South 60 acres SW/4-24-31-11**

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13. A Transmission Easement Agreement for Transmission line, recorded as Book 78, Page [503](#).
In favor of: Flat Ridge Wind Energy, LLC, it's successors and/or assigns
Affects: all of Section 25-31-11
14. A Transmission Easement Agreement for Transmission line, recorded as Book 78, Page [330](#).
In favor of: Flat Ridge Wind Energy, LLC, it's successors and/or assigns
Affects: all of Sections 12, 13, 24, 15 -31-11
15. A Transmission Easement Agreement for Transmission line, recorded as Book 78, Page [326](#).
In favor of: Flat Ridge Wind Energy, LLC, it's successors and/or assigns
Affects: Section 12, 13, 24, 15
16. A Right of Way Agreement for Pipeline, recorded as Book 22, Page [517](#).
In favor of: Plateau Natural Gas Co., it's successors and/or assigns
Affects: 25-31-11
17. Rights of the owners of the mineral estate as conveyed or reserved on/in Book 126, Page [299](#), Book 73, Page [121](#), Book 56, Page [63](#), Book 56. Page [65](#), Book 56, Page [67](#) and of the parties claiming thereunder.
18. Terms and provisions of Memorandum of oil and gas lease executed between Michael Scott Mathews and Becky Kay Mathews, husband and wife, lessor, and Cheyenne Exploration, LLC, lessee, filed December 16, 2011, recorded in/on Book 335, Page [190](#), together with all subsequent assignments and conveyances. Unit Declaration and Pooling Agreement recorded in Book 348, Page 98; Affidavit of Production recorded in Book 348, Page [1](#) (Sections 19, 24, 25 -31-10, 9-34-10, 8 and 27-33-10)
19. Terms and conditions of Memorandum of Joint Ownership Agreement by and between Saddlehorn Pipeline Company, LLC, Magellan Pipeline Company, LPP and Grand Mesa Pipeline, LLC, recorded February 4, 2016 in Book 99, Page [559](#).
20. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book 100, Page [195](#).
NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Barber County
21. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
22. 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.
23. 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.
24. Subject to existing road, street or highway rights of way.
25. 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 BARBER County Register of Deeds.
26. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
27. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.

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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

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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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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when 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 Policy describes some of the terms contained in the Policy.

The Policy 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 the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

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

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.

How Do We Use Your Personal Information? 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/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, 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; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. 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. That is why 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.

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How Long Do We Keep Your Personal Information? 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.

Your Choices 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 Policy. 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.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, 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 POLICY.**

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/](https://www.firstam.com/privacy-policy/).

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

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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?
For our everyday business purposes —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
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	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.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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Commitment Cover Page

Order Number: **3075188**

Delivery Date: **05/10/2024**

Property Address: **Hazelton, KS 67061**

For Closing Assistance

Christy Mans
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
cmans@security1st.com

Katie Denton
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
kdenton@security1st.com

For Title Assistance

Regina Adelhardt
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
radelhardt@security1st.com

Seller/Owner

Scott Mathews a/k/a M. Scott Mathews a/k/a Michael Scott Mathews
Delivered via: Electronic Mail

Agent for Seller

Gene Francis & Associates LLC
Attention: Ralph Lilja
12140 W K-42 Hwy
Wichita, KS 67215
(620) 243-3244 (Cell)
rliljare@gmail.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date: **05/10/2024** Buyer(s): **A Legal Entity - To Be Determined**
Order No.: **3075188** Seller(s): **Scott Mathews a/k/a M. Scott Mathews
a/k/a Michael Scott Mathews**
Issuing Office: **Security 1st Title
109 W. Main Street
Anthony, KS 67003** Property Address: **Hazelton, KS 67061**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$415.00
Additional Parcel	\$210.00
	Total \$625.00
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.	
Thank you for your order!	

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.



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American 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 EXTRACTIONAL 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 COMPANY, 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st
Title

 Security 1st Title

Regina Adelhardt
(620) 532-2011 (Work)
radelhardt@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Regina Adelhardt (620) 532-2011 (Work) radelhardt@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	<u>KS-C3075188-2</u>		
Property Address:	Hazelton, KS 67061		

SCHEDULE A

1. Commitment Date:

04/24/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity - To Be Determined

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:

Scott Mathews a/k/a M. Scott Mathews a/k/a Michael Scott Mathews

5. The Land is described as follows:

Tract 1: The Southwest Quarter (SW/4) and the South Half of the Northwest Quarter (S/2 NW/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section 19, Township 31 South, Range 10 West of the 6th P.M., Barber County, Kansas.

Tract 2: All of Section 30, Township 31 South, Range 10 West of the 6th P.M., Barber County, Kansas.

Security 1st Title, LLC

By:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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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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. **File a release of Mortgage dated May 10, 2021, recorded May 14, 2021, as Book 242, Page 12, made by Michael Scott Mathews a/k/a M. Scott Mathews a/k/a Scott Mathews and Becky Kay Mathews, husband and wife, to FCS Financial FLCA, in the amount of \$6,110,000.00.**
6. **File a Warranty Deed from Michael Scott Mathews a/k/a Scott Mathews a/k/a M. Scott Mathews and Becky Kay Mathews, husband and wife, to A Legal Entity - To Be Determined.**
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.

8. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.



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 fiscal year 2023 in the original amount of \$342.46.**

First Installment: \$171.23, Paid

Second Installment: \$171.23, DUE

Property I.D. # 114-19-0-00-00-004.00-0-01 (SW/4; S/2 NW/4 & SW/4 NE/4-19-31-10)

8. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$825.46.**

First Installment: \$412.73, Paid

Second Installment: \$412.73, DUE

Property I.D. # 119-30-0-00-00-001.00-0-01 (30-31-10)

9. **An Easement for Pipeline and Right of Way Grant, recorded as Book 99, Page [134](#).
In favor of: Grand Mesa Pipeline, LLC, it's successors and/or assigns Affects: All of Section 30-31-11**
10. **A Grant of Right of Way for Transmission Line, recorded as Book 90, Page [181](#).
In favor of: Prairie Wind Transmission, LLC, it's successors and/or assigns
Affects: SE/4 & SW/4-30-31-10**
11. **A Right of Way Agreement for Pipeline, recorded as Book 22, Page [519](#).
In favor of: Plateau Natural Gas Co., it's successors and/or assigns
Affects: N/2 N/2-30; N/2 NW/4 & NW/4 NE/4-29-31-10**
12. **A Transmission Easement Agreement for Transmission line, recorded as Book 78, Page [330](#).
In favor of: Flat Ridge Wind Energy, LLC, it's successors and/or assigns
Affects: all of Sections 12, 13, 19, 24, 30 15 -31-11**

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13. A Transmission Easement Agreement for Transmission line, recorded as Book 78, Page [326](#).
In favor of: Flat Ridge Wind Energy, LLC, it's successors and/or assigns
Affects: Section 12, 13, 24, 15, 19, 30
14. Rights of the owners of the mineral estate as conveyed or reserved on/in Book 87, Page [61](#), Book 25, Page [230](#), Book 25, Page [231](#), Book 72, Page 441, Book 84, Page [393](#), and of the parties claiming thereunder.
15. Terms and provisions of Memorandum of oil and gas lease executed between Michael Scott Mathews and Becky Kay Mathews, husband and wife, lessor, and Cheyenne Exploration, LLC, lessee, filed December 16, 2011, recorded in/on Book 335, Page [190](#), together with all subsequent assignments and conveyances.
Unit Declaration and Pooling Agreement recorded in Book 348, Page 98;
Affidavit of Production recorded in Book 348, Page [1](#)
(Sections 19, 24, 25 -31-10, 9-34-10, 8 and 27-33-10)
16. Terms and provisions of Memorandum of oil and gas lease executed between Michael Scott Mathews and Becky Kay Mathews, husband and wife, lessor, and Cheyenne Exploration, LLC, lessee, filed February 1, 2012, recorded in/on Book 338, Page [477](#), together with all subsequent assignments and conveyances.
Unit Declaration and Pooling Agreement recorded in Book 348, Page 98;
Affidavit of Production recorded in Book 348, Page [1](#).
(Sections 27, 7& 17-33-10 & 18, 8, 30, 31-31-10)
17. Terms and provisions of the oil and gas lease executed between Chauncy McReynolds, et al, lessor, and Joe B. Methan, lessee, filed March 30, 1955, recorded in/on Book 72, Page [349](#), together with all subsequent assignments and conveyances.
Affidavit production recorded in Book 74, Page [178](#). N/2-30-31-10
18. Terms and conditions of Memorandum of Joint Ownership Agreement by and between Saddlehorn Pipeline Company, LLC, Magellan Pipeline Company, LPP and Grand Mesa Pipeline, LLC, recorded February 4, 2016 in Book 99, Page [559](#).
19. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book 100, Page [195](#).
NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Barber County
20. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
21. 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.
22. 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.
23. Subject to existing road, street or highway rights of way.
24. 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 BARBER County Register of Deeds.
25. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
26. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.

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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

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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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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when 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 Policy describes some of the terms contained in the Policy.

The Policy 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 the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

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

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.

How Do We Use Your Personal Information? 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/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, 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; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. 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. That is why 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.

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How Long Do We Keep Your Personal Information? 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.

Your Choices 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 Policy. 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.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, 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 POLICY.**

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/](https://www.firstam.com/privacy-policy/).

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

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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?
For our everyday business purposes —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
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	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.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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