

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

Issuing Agent: Frazee Abstract & Title, Inc.
Issuing Office: 206 E Grant Ave., STE A, Ulysses, KS 67880
Issuing Office's ALTA® Registry ID: 1026923
Loan ID No.:
Commitment No.: 25-0746-1
Issuing Office File No.: 25-0746
Property Address: NE/4 14-30-32, Haskell County, KS 67877

**SCHEDULE A
COMMITMENT**

1. Commitment Date: October 9, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: TBD
Proposed Amount of Insurance: \$0.00
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:

Dawn Miller Revocable Trust, dated February 28, 2020
5. The Land is described as follows:

Northeast Quarter (NE/4) of Section Fourteen (14), Township Thirty (30) South, Range Thirty-two (32) West of the Sixth Principal Meridian, Haskell County, Kansas.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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.

SCHEDULE B I COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Dawn Miller Revocable Trust, dated February 28, 2020 to TBD.
5. Provide a properly executed Owner's Affidavit, to be completed at closing.
6. Provide a properly executed Certification of Trust in compliance with KSA 58a-1013 for Dawn Miller Revocable Trust, dated February 28, 2020. Title Company reserves the right to require specific sections of the Trust Agreement if deemed necessary.
7. Record an original Certificate of Death for Maella Miller with the Register of Deeds office in Haskell County.

WE RESERVE THE RIGHT TO MAKE SUCH ADDITIONAL REQUIREMENTS AS MAY BE NECESSARY AFTER COMPLIANCE WITH THE PRECEDING PARAGRAPHS.

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy No.: 25-0746-1

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.

STANDARD EXCEPTIONS

2.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

SPECIAL EXCEPTIONS

3. General taxes and special assessments for the year 2025 and thereafter.

2024 Real Estate Taxes in the amount of \$191.71 are shown paid in full.

Parcel ID: 041-156-14-0-00-00-001.00-0-00

4. Rights of way and easements for roadways, streets and highways.
5. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B - PART II

(Continued)

- a. INFO: Consult with the Kansas Department of Agriculture, Division of Water Resources Garden City, Kansas office Tel. (620) 276-2901 for the current status of water rights, change in place of use, point of diversion and use made of water rights, etc. under Kansas law. It should be noted that documents relating to water are not always filed of record in the local County Register of Deeds, the Division of water Resources is the controlling office.

INFORMATION ONLY:

- i. Certificate of Appropriation for Beneficial Use of Water, Water Right File No. 24,743; Priority Date October 23, 1975; recorded November 18, 1986.
- 6. Terms and provisions of Right of Way Agreement dated September 3, 1954 in favor of Colorado Interstate Gas Company recorded September 15, 1954 in Book 13 Page 610.
 - 7. Terms and provisions of Right of Way Agreement dated July 21, 2008 in favor of OXY USA Inc., recorded July 28, 2008 in Book 192 Page 478-480.
 - 8. Terms and provisions of Oil and Gas Lease dated October 2, 1950 in favor of J. E. Beymer recorded November 9, 1950 in Book 10, Page 581-582.
 - 9. Terms and provisions of Affidavit of Production dated August 18, 1953 in favor of Terminal Facilities, Inc. recorded August 20, 1953 in Book 13, Page 117.

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STATE OF KANSAS)
)
COUNTY OF HASKELL)

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration paid by OXY USA Inc., a Delaware corporation, hereinafter called GRANTEE, the receipt and sufficiency whereof are hereby acknowledged, and **Wayne E. Miller**, hereinafter called GRANTOR, whether one or more, do hereby grant and convey to GRANTEE, its successors and assigns, a right of way and easement for the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, replace, in whole or in part, with the same size or larger or smaller pipe, and remove a pipeline for the transportation of oil, gas, condensate, distillate or water, or combinations or products of any one or more of said substances, together with such drips, traps, valves, meters, meter houses, pumps, fittings, connections, cathodic and other protection equipment, and such other equipment and facilities as are used or useful in the use, operation and maintenance of pipeline, over or through that certain land situated in Haskell County, State of Kansas, to-wit:

Township 30 South, Range 32 West, 6th P.M.

Section 14: NE/4 (Northeast-Quarter)

A right-of-way 50 feet in width for construction, reverting to a 30 feet in width for a permanent easement, with the pipeline being located in the center of such easement.

More fully described in "Exhibit A" attached

together with the rights of ingress and egress to and from said lines and installation and the route or locations there over and across said lands and the adjacent lands of GRANTOR, with the right to use existing roads, for each and all of said purposes.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, until said right of way or easement or any one or more of said rights or privileges are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any line, structure or facility installed hereunder is used or remains thereon.

Any replacement line may be of the same size or smaller or larger pipe than that used in any line previously laid hereunder and may carry or be operated under less or greater pressure than any line previously laid hereunder. A replacement line shall not be considered an additional line.

The pipeline constructed under this agreement shall be buried so that it will not interfere with ordinary cultivation. Neither party shall diminish or reduce the soil cover over said pipeline without prior written consent of the other party.

GRANTEE shall pay for damages to crops, fences, livestock and other personal property of GRANTOR caused by GRANTEE in constructing, operating, repairing or removing said lines.

This agreement and the right of way and easement and rights and privileges granted hereby, or any line laid or constructed hereunder, may be assigned or conveyed by GRANTEE, its successors and assigns, in whole or in part, or in undivided interests, vesting in any such assignee any and all rights, interests and estates so assigned and leaving in GRANTEE, its successors and assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately, as the assignment may provide.

GRANTOR reserves the right to the full use and enjoyment of said premises subject to the rights above granted and as the same may be necessary for the purposes herein granted; provided that GRANTOR shall not construct over any line or lines of GRANTEE any structures, improvements, lakes or ponds of a nature such as to interfere with the rights hereby granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS THE EXECUTION HEREOF this 21 day of July, 2008.

Wayne E. Miller

By: Wayne E. Miller

Title: Owner

STATE OF KANSAS }
HASKELL COUNTY } SS 116.012

This instrument was filed for record

July 28 20 08

at 12:15 o'clock P. M and recorded in Vol. 192

on page 478-480

Condy Hufkin
Register of Deeds Am



UNIFORM RECOGNITION OF ACKNOWLEDGMENTS ACT

(CORPORATION)

STATE OF Indiana)
COUNTY OF Vanderburgh)

The foregoing instrument was acknowledged before me this 21st day of July, 2008, by _____, of _____, a _____ corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

(CORPORATION)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, of _____, a _____ corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

(INDIVIDUAL)

STATE OF Indiana)
COUNTY OF Vanderburgh)

The foregoing instrument was acknowledged before me this 21st day of July, 2008, by Wayne E. Miller.

My Commission Expires:

4-23-14

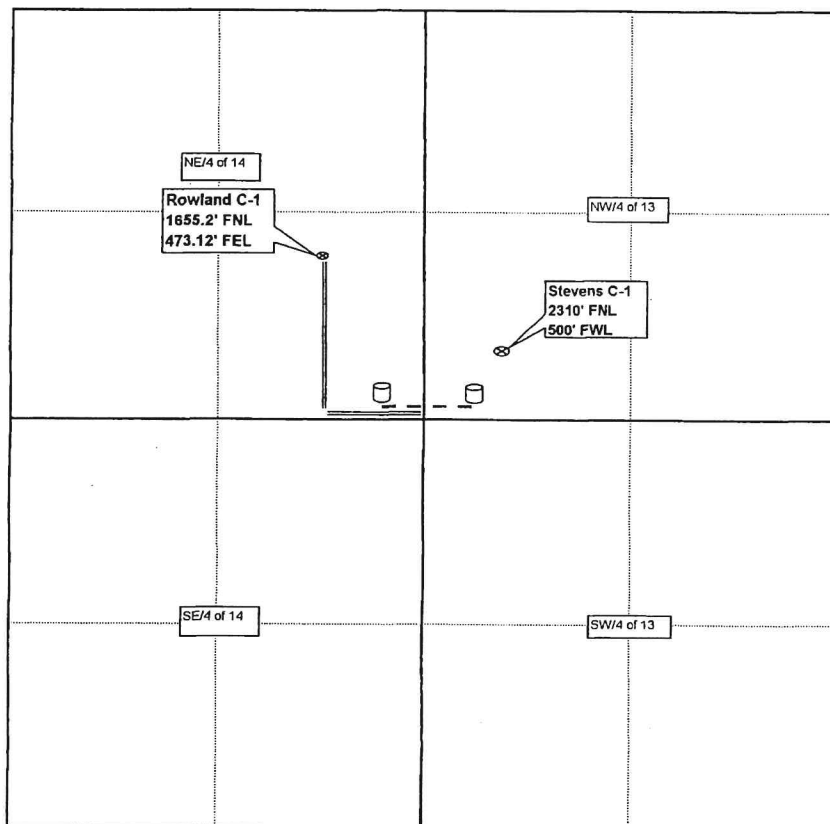
Lyn R. Jones
Lyn R. Jones

Notary Public

LYN R. JONES
Resident of Vanderburgh County, IN
Commission Expires: April 23, 2014

Well Name Exhibit A - Stevens C-1 well connect Date 7/15/2008
Section 14 & 13 Township 30s Range 32w County Haskell State Ks
Area Sublette Asset Measured by

N
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S



Stevens C-1 Well Connect

Install a 4" poly pipeline from the Steven C-1 Tank Battery Site to the Rowland C-1 Meter station

Pipeline will bore County Road "RR"

Right of Way only needed for the NE/4 of Sec: 14-T30S-R32W in Haskell County KS

RIGHT OF WAY AGREEMENT

Marion P. Miller et. al.
To
Colorado Interstate Gas Co.

Filed September 15, 1954, 11:00 am
Lucile Bethel
Register of Deeds

State of Kansas
County of Haskell

LL Hugoton F 59-17
Co 12766

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of Two Hundred Forty-one and 50/100 (\$241.50) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto

COLORADO INTERSTATE GAS COMPANY,

a Delaware Corporation, its successors and assigns (hereinafter called COMPANY), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing pipelines (with fittings, tie-overs, cathodic protection equipment and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances, along routes convenient for Company's operations under, over and across the lands of Owner, situate in the County of Haskell, State of Kansas, described as follows:

Township 30 South, Range 32 West of Sixth Principal Meridian Section 14, NE $\frac{1}{4}$

Company shall bury the top of its pipe at least 24 inches below the surface of the ground.

The undersigned Owner, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that Company shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. Company shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipelines and over and across said lands.

Company, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences and timber which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipelines.

Any payment hereunder may be made or mailed to Owner or to Marion P. Miller, who is hereby appointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for the undersigned, in their names, places and stead, to ask, demand, collect, recover and receive any and all sum or sums of money for damages payable or to become payable hereafter under any of the terms of this agreement, and to execute any and all receipts and releases which, in said attorney's judgment, may be necessary or proper, as fully as the undersigned might or could do if personally present. In the event of said attorney's death, or if said attorney should become incapacitated and/or unable to serve, the undersigned hereby appoints Marion P. Miller in said attorney's place and stead with all of the privileges and powers granted above.

There is also hereby granted the right to lay, construct, maintain, operate, repair, replace and remove, in the same manner and with the same rights provided above, additional lines of pipe, but for each additional line laid, Company, its successors or assigns, shall pay Owner, or his agent designated above, One Dollar and fifty cents per lineal rod of pipeline before commencing the construction of any such additional line. As provided above, Company further agrees to pay damages for each additional line laid.

TO HAVE AND TO HOLD said right of way and easement unto said Company, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is agreed that this right of way grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

Executed this 3rd day of September, 1954.

Marion P. Miller
Maella Miller,
Husband and wife
Grant Rowland
a single man

State of Indiana)
County of Vanderburgh) SS:

Before me, Clarence E. Niederhaus, a Notary Public in and for said County and State, on this 3rd day of September, 1954, personally appeared Marion P. Miller and Maella Miller, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: January 1, 1955.

Clarence E. Niederhaus
Notary Public

State of Indiana)
County of Vanderburgh) SS:

Before me, Clarence E. Niederhaus, a Notary Public in and for said County and State, on this 3rd day of September, 1954, personally appeared Grant Rowland, a single man, to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: January 1, 1955.

Clarence E. Niederhaus
Notary Public

SEAL

SEAL