



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: 301 North Main, PO Box 413, Syracuse, KS 67878
Issuing Office's ALTA® Registry ID: 1026923
Loan ID No.:
Commitment No.: 26-0563-1
Issuing Office File No.: 26-0563
Property Address: E/2 1-26-35, S/2 11-26-35, N/2 14-26-35, Kearny County, KS 67860
Revision No.: 2

SCHEDULE A

1. Commitment Date: August 13, 2026 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: [REDACTED]
Proposed Amount of Insurance: TBD
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:

P.A.B. Widener, Jr. and Lucy N. Widener
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Denise A. Finlay
Frazee Abstract & Title, Inc.

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. (Documents to be listed here)
 - a. Warranty Deed from P. A. B. Widener, Jr. and Lucy N. Widener, husband and wife to [REDACTED].
5. Provide a properly executed Owner's Affidavit, to be completed at closing.
6. Additional requirements will be added once a fully executed sales contract is received.

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

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, unless such lien is shown by the Public Records at Date of Policy.

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SCHEDULE B

(Continued)

6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

SPECIAL EXCEPTIONS

7. General taxes and special assessments for the year 2026 and thereafter.

2025 Real Estate Taxes are shown paid in full, as follows:

Tract 1: \$242.84 Parcel ID: 24101000000010000000

Tract 2: \$1,869.77 Parcel ID: 24111000000030000000

Tract 3: \$153.26 Parcel ID: 24111000000020000000

Tract 3A: \$274.10 Parcel ID: 24614000000020000000

Tract 3B: \$95.44 Parcel ID: 24614000000010000000

8. Rights of way and easements for roadways, streets and highways.

9. Water rights, claims or title to water, whether or not shown by the public records.

- 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. A Certificate of Appropriation for Beneficial Use of Water, Water Right File No. 33,600, Priority Date November 19, 1979 and recorded March 19, 1987 in Misc. Book 40, Page 609; Tract 2.
- ii. A Certificate of Appropriation for Beneficial Use of Water, Water Right File No. 33,599, Priority Date November 19, 1979, recorded February 13, 1987 in Misc. Book 40, Page 541; Tract 3.
- iii. An Application to Change the Place of Use and/or the Point of Diversion, Water Right File No. 33,599, recorded in Book 238, Page 499; Tract 3.
- iv. A Certificate of Appropriation for Beneficial Use of Water, Water Right File No. 33,629, Priority Date November 19, 1979, recorded March 19, 1987 in Misc. Book 40, Page 611; Tract 3A.
- v. A Certificate of Appropriation for Beneficial Use of Water, Water Right File No. 33,628, Priority Date November 19, 1979, recorded March 19, 1987 in Misc. Book 40, Page 613; Tract 3B.

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SCHEDULE B

(Continued)

10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
11. Terms and provisions of Agreement dated June 14, 1999 in favor of Midwest Energy Inc recorded July 6, 2012 in Book 248, Page 19; Tract 1.
12. Terms and provisions of Right of Way and Easement dated February 17, 2004, recorded February 19, 2004 in Book 199, Page 727; Tract 1.
13. Terms and provisions of Right of Way and Easement dated February 17, 2004, recorded February 19, 2004 in Book 199, Page 725; Tract 1.
14. Terms and provisions of Right of Way and Easement dated February 17, 2004, recorded February 19, 2004 in Book 199, Page 723; Tract 1.
15. Terms and provisions of Right of Way Grant in favor of the Board of County Commissioners of Kearny County, State of Kansas, for public road system purposes, recorded October 26, 1990 in Book 102, Page 387; Tract 1.
16. Terms and provisions of a Right of Way Agreement dated May 15, 1998 in favor of CIG Filed Services Company, recorded June 29, 1998 in Book 157, Page 215; Tract 2.
17. Terms and provisions of a Right of Way Agreement dated May 22, 1978 in favor of Colorado Interstate Gas Company, recorded July 25, 1978 in Misc. Book 31, Page 615; Tracts 2 & 3.
18. Terms and provisions of a Damage Release dated May 22, 1978 in favor of Colorado Interstate Gas Company, recorded July 25, 1978 in Misc. Book 31, Page 619; Tracts 2 & 3.
19. Terms and provisions of a Construction Easement dated October 24, 1990 in favor of the Board of County Commissioners of Kearny County, recorded October 29, 1990 in Book 102, Page 399; Tract 3.
20. Terms and provisions of an Agreement dated January 13, 1997 between H & P and Kearny County, recorded July 6, 2012 in Book 248, Page 34; Tract 3.
21. Terms and provisions of a Gas Line Agreement dated April 19, 1999 in favor of Midwest Energy, Inc., recorded July 6, 2012 in Book 248, Page 36; Tract 3.
22. Terms and provisions of a Road Right of Way Easement dated April 28, 1955 in favor of Board of County Commissioners, Kearny County, recorded May 3, 1955 in Misc. Book 17, Page 229; Affidavit dated June 21, 1956 and recorded June 21, 1956 in Misc. Book 17, Page 477; Tracts 3 & 3A.
23. Terms and provisions of an Easement Agreement dated February 10, 2000 in favor of Midwest Energy, Inc., recorded May 17, 2000 in Book 170, Page 301; Tracts 3 & 3A.
24. Terms and provisions of a Construction Easement dated October 24, 1990 in favor of the Board of County Commissioners of Kearny County, recorded October 29, 1990 in Book 102, Page 401; Tract 3A.

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SCHEDULE B

(Continued)

25. Terms and provisions of a Right of Way Agreement dated December 17, 2004 in favor of Cimarex Energy Co., recorded February 28, 2005 in Book 208, Page 277; Tract 3A.
26. Terms and provisions of a Right of Way Agreement dated May 4, 1956 in favor of Colorado Interstate Gas Company, recorded May 16, 1957 in Misc. Book 18, Page 23; Tract 3A.
27. Terms and provisions of a Gas Line Agreement dated January 31, 2005 between Cimarex Energy Company and Kearny County, recorded July 6, 2012 in Book 248, Page 40; Tract 3A.
28. Terms and provisions of Agreement dated February 22, 1999 between Pioneer Communications and Kearny County, recorded July 6, 2012 in Book 248, Page 44; Tracts 3A & 3B.
29. Terms and provisions of Easement Agreement dated August 16, 1999 in favor of Midwest Energy, Inc., recorded February 8, 2000 in Book 167, Page 495; Tract 3B.
30. Reservations and exceptions in the patent by The United States of America, Patent Number 706437 dated September 12, 1919, for right of way for ditches or canals constructed by the authority of the United States; covering the S/2 1-26-35; Tract 1.
31. Reservations and exceptions in the patent by The United States of America, Patent Number 734403 dated February 12, 1920, for right of way for ditches or canals constructed by the authority of the United States; covering the S/2 11-26-35; Tracts 2 & 3.
32. Reservations and exceptions in the patent by The United States of America, Patent Number 854869 dated March 15, 1922, for right of way for ditches or canals constructed by the authority of the United States; covering the N/2 14-26-35; Tracts 3A & 3B.

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File No.: 26-0563

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

Tract 1:

A parcel of land located in Section One (1), Township Twenty-six (26) South, Range Thirty-five (35) West of the Sixth Principal Meridian being further described as follows;
Beginning at the Northeast corner of Section 1, T26S, R35W, Thence S00°06'53"E on the East line of Section 1 and 9.00 feet North of the SE Corner of Section 1; Thence N89°57'18"W for a distance of 2388.18 feet; Thence N00°01'45"W for a distance of 7165.41 feet to a point on the North line of Section 1; Thence N89°32'41"E on said North line for a distance of 2377.52 feet to the Point of Beginning.

Tract 2:

The Southeast Quarter (SE/4) of Section Eleven (11), Township Twenty-six (26) South, Range Thirty-five (35) West of the Sixth Principal Meridian, Kearny County, Kansas.

Tract 3:

The Southwest Quarter (SW/4) of Section Eleven (11), Township Twenty-six (26) South, Range Thirty-five (35) West of the Sixth Principal Meridian, Kearny County, Kansas.

Tract 3A:

The Northwest Quarter (NW/4) of Section Fourteen (14), Township Twenty-six (26) South, Range Thirty-five (35) West of the Sixth Principal Meridian, Kearny County, Kansas.

Tract 3B:

The Northeast Quarter (NE/4) of Section Fourteen (14), Township Twenty-six (26) South, Range Thirty-five (35) West of the Sixth Principal Meridian, Kearny County, Kansas.