

IMPORTANT NORMAN, OKLAHOMA
COMMERCIAL REAL ESTATE

AUCTION
Sealed Bid

INFORMATION BOOKLET



Bids Due: **WEDNESDAY, JULY 25**



 **SCHRADER**
Real Estate and Auction Company, Inc.

800.451.2709 • SchraderAuction.com

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

**AUCTION
MANAGER**

BRENT WELLINGS • 972-768-5165 • brent@schraderauction.com



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**SEALED BID
PACKET**

SEALED BID PACKET



Property:

2300 W. Main St. in Norman, OK 73069,
being approx. 2.74(±) ac. in part of Block 1 of Jennings Estates No. 1 Addition
to the City of Norman, in Cleveland County, together with improvements and permanent
fixtures, LESS AND EXCEPT all Minerals (as defined in this Sealed Bid Packet).
(offered as 1 auction tract)

Auction Manager:

Brent Wellings
Tel: 972-768-5165 (mobile) or 800-451-2709 (office)

SEALED BID PACKET

Sealed Bid Deadline: Wednesday - July 25, 2018

Contents:

- Bidder Instructions and Information
- Form of Offer to Purchase Real Estate, together with:
 - Addendum A - Seller's Addendum
 - Addendum B - Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services
- Copy of preliminary title insurance schedules dated February 1, 2018, with copies of recorded documents listed as exceptions
- Copy of survey signed on April 18, 2018.

SEALED BID PACKET

BIDDER INSTRUCTIONS AND INFORMATION (2300 W. Main St., Norman, OK 73069)

The following bidder instructions and information (collectively, the "Bidder Instructions") apply with respect to the real estate that is being offered by Schrader Real Estate and Auction Company, Inc. ("Auction Company"), on behalf Wesley B. Sullivant (as Trustee of the DPS REVOCABLE TRUST dtd June 6/11/2013), S. Tim Sullivant, William M. Sullivant, Worley Family Investment Company, LLC and Powell Family Investment Company, LLC (collectively, "Seller"), pursuant to a sealed bid auction process with a sealed bid deadline of July 25, 2018.

1. These Bidder Instructions are part of a Sealed Bid Packet (the "Sealed Bid Packet"), which also includes:

- Blank form of an Offer to Purchase Real Estate (the "Offer to Purchase");
- Addendum A – Seller's Addendum;
- Addendum B – Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services;
- Copy of preliminary title insurance schedules dated February 1, 2018, with copies of recorded documents listed as exceptions; and
- Copy of survey signed on April 18, 2018.

Do not submit a bid unless and until you have carefully reviewed and are familiar with the entire Sealed Bid Packet.

2. Bids are solicited only on the entire Property as a whole.

3. Be sure you have arranged financing, if needed, and are capable of paying cash at closing. Your bid is not contingent upon your ability to obtain financing.

4. In order to submit a bid:

- (a) Complete, sign and date the Signature Page of the Offer to Purchase. Be sure to write your bid amount in the blank provided and provide all requested information pertaining to the Buyer. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer). If you are signing as an officer or agent, please enclose documents with your bid establishing your authority. **YOUR BID SHALL BE INCREASED AUTOMATICALLY BY A 4% BUYER'S PREMIUM. PLEASE TAKE INTO CONSIDERATION THE 4% BUYER'S PREMIUM WHEN SUBMITTING YOUR BID.**
- (b) Complete, sign and date Addendum A. Be sure to write your initials at the bottom of pages 1 and 2. On page 3, print the name(s) of the Buyer(s) and the name(s) of any person(s) signing as an officer or agent of a Buyer, and sign and date on the lines indicated.
- (c) Sign and date the "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services". Print the name(s) of Buyer(s) on the lines indicated.
- (d) Prepare a check for the 10% earnest money deposit in accordance with these Bidder Instructions.
- (e) Prepare a sealed bid envelope by writing "Sealed Bid for 2300 W. Main St., Norman, OK" and the name and address of the bidder on the outside front of the envelope.
- (f) Place the earnest money check and the entire Offer to Purchase, Addendum A and Addendum B (each having been completed, signed and dated by the bidder) in the sealed bid envelope and send to BOK Financial, via overnight courier, U.S. Mail or personal delivery as follows:

If sent via overnight courier or U.S. Mail, send to:

BOK Financial
Real Property Services
Attn: Gordon G. Baker
499 West Sheridan Ave., Suite 2500
Oklahoma City, OK 73120

If delivered in person, delivery must occur between 9:00 am and 5:00 pm at:

BOKF Financial
Attn: Lobby
Real Property Services-Gordon G. Baker
499 West Sheridan Ave, Suite 2500
Oklahoma City, OK 73102

SEALED BID PACKET

5. Your bid must be **received** by BOK Financial on or before **(Wednesday) July 25, 2018**.
6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "American Eagle Title Insurance Group, LLC". The earnest money deposit must be at least ten percent (10%) of your Bid Amount.**
7. If your bid offer is accepted, the earnest money check will be deposited by the Title Company, to be held in escrow pursuant to the terms of the Offer to Purchase. If your offer is not accepted, the earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided in the Offer to Purchase.
8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding purchase contract.
9. Seller reserves the right to accept any bid and/or to reject any or all bids. Seller reserves the right, in its sole judgment and discretion, to waive any irregularities or informalities in the submission of any bid.
10. An offer expires unless it is accepted by Seller on or before the Acceptance Deadline. The Acceptance Deadline is 11:59 o'clock p.m. CT on **(Monday) July 30, 2018**.
11. The terms of sale are set forth in the Offer to Purchase, Addendum A and Addendum B (collectively, the "Purchase Contract"). If any provision of the Purchase Contract is incompatible with any other statement in the Sealed Bid Packet or in the auction marketing materials, the provision of the Purchase Contract shall control. If any provision of the Offer to Purchase is incompatible with any provision of Addendum A, the provision of Addendum A shall control.
12. The information and disclosures provided in this Sealed Bid Packet are provided for informational purposes only and shall not constitute any warranty of any kind. The bidder is responsible for having completed the bidder's own independent investigation and evaluation of the Property prior to bidding and for independently investigating and verifying those facts which the bidder deems material to the bidder's evaluation of the Property. By submitting a bid, the bidder acknowledges and accepts such responsibility and agrees that any sale of the Property will be made "AS IS, WHERE IS" as provided in the Offer to Purchase.
13. By submitting a bid, the bidder acknowledges and represents to Seller that: (a) no one has made any warranties or representations, either express or implied, to the bidder regarding the Property; (b) such bid is based solely upon the bidder's own inspection and due diligence investigation; (c) such bid represents an offer to purchase the Property in its present condition, "AS IS, WHERE IS", without warranty, subject to and notwithstanding any zoning restrictions and/or limitations, flooding conditions, ingress and egress limitations, environmental conditions and/or any latent, patent, known or unknown defects; and (d) all risks are assumed by the bidder and have been taken into account by the bidder in determining the amount of the bid.
14. In case of a tie with the bids submitted, the tying bidders may be notified by email and offered the opportunity to submit a higher bid within twenty-four (24) hours of notification of a tie.
15. Schrader Real Estate and Auction Company, Inc. and its respective agents and representatives are exclusively the agents of the Seller.

Buyer and Seller are responsible for consulting with their own respective attorneys for any legal advice and representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.

SEALED BID PACKET

OFFER TO PURCHASE REAL ESTATE

This Offer to Purchase Real Estate (this "Offer to Purchase") is executed in connection with a sealed bid auction process through which Schrader Real Estate and Auction Company, Inc. ("Auction Company"), on behalf of Wesley B. Sullivant (as Trustee of the DPS REVOCABLE TRUST dtd June 6/11/2013), S. Tim Sullivant, William M. Sullivant, Worley Family Investment Company, LLC and Powell Family Investment Company, LLC (collectively, "Seller"), has solicited bids for the purchase of the real estate described as follows (the "Property"):

A part of Block 1, of Jennings Estates No. 1 Addition, to the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet North 89°45'37" East of the northwest corner of said Block 1;

Thence North 89°45'37" East along the north line of said Block 1, a distance of 83.24 feet;

Thence South 0°03'34" West a distance of 611.43 feet;

Thence North 89°57'43" West a distance of 231.95 feet;

Thence North 0°03'43" West a distance of 460.30 feet;

Thence North 89°45'37" East a distance of 150.00 feet;

Thence North 0°03'43" West a distance of 150.00 feet to the point of beginning;

TOGETHER WITH improvements and permanent fixtures presently existing on said land;

LESS AND EXCEPT all Minerals as defined below. The term "Minerals" as used herein refers to all minerals, including without limitation, the oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite and metallic minerals and other minerals on, in and under and that are associated with and/or may be produced from the Property and all rights appurtenant thereto. Seller specifically excepts and reserves all Minerals. The term "Property" does not include any Minerals.

"Buyer" refers to the individual(s) and/or entity(ies), whether one or more, signing as Buyer(s) on the signature page of this Offer to Purchase (the "Signature Page"). Buyer hereby offers to purchase the Property described above pursuant to the terms of this Offer to Purchase, together with Addendum A (Seller's Addendum) and Addendum B (Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services), both of which are incorporated as integral parts of (and shall be executed and delivered concurrently with) this Offer to Purchase. If accepted by Seller, this Offer to Purchase, together with Addendum A and Addendum B (collectively, this "Agreement"), shall constitute a binding contract for the purchase of the Property.

BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS", AS FURTHER PROVIDED BELOW, AND THAT BUYER'S OFFER IS NOT CONTINGENT UPON BUYER'S ABILITY TO OBTAIN FINANCING.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions of this Agreement, the parties agree as follows:

- 1. PURCHASE PRICE; BID AMOUNT PLUS BUYER'S PREMIUM.** The purchase price for the Property (the "Purchase Price") consists of the dollar amount which is written as the Bid Amount on the Signature Page (the "Bid Amount"), plus a Buyer's Premium equal to four percent (4.0%) of the Bid Amount. **THE BID AMOUNT WRITTEN ON THE SIGNATURE PAGE SHALL AUTOMATICALLY BE INCREASED BY THE 4% BUYER'S PREMIUM TO ARRIVE AT THE PURCHASE PRICE.** Prior to the closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less previously-delivered Earnest Money and any other credits due Buyer as provided in this Agreement. As used herein, the term "Good Funds" means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.
- 2. EARNEST MONEY; ESCROW AGENT.** Concurrently with the execution and delivery of this offer, Buyer shall deliver an earnest money deposit payable to Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller's acceptance of this offer, the earnest money delivered with this offer (the "Earnest Money") shall be deposited by the Escrow Agent, to be held in escrow and applied towards the payment of the Purchase Price at closing. For purposes of this Agreement, "Escrow Agent" refers to American Eagle Title Group, LLC, 421 N.W. 13th St., Suite 320, Oklahoma City, OK 73103 (Tel: 405-232-6700).
- 3. TAXES AND ASSESSMENTS.** Ad valorem property taxes assessed against and attributable to the Property ("Taxes") for the calendar year in which the closing occurs shall be **prorated** on a calendar year basis to the date of closing. Seller shall pay any unpaid Taxes for prior years and Buyer shall assume the Taxes for subsequent years. If the amount of the Taxes for the calendar year in which the closing occurs is known and payable at the time of closing, Seller and Buyer shall pay their respective shares of the prorated Taxes at the time of closing. If the amount of the Taxes for the calendar year in which the closing occurs is not known at the time of closing, the Seller's share of such Taxes shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of closing as provided above) shall be paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing. Buyer shall then pay all Taxes which become due after closing. Buyer shall pay any special assessments for which the final due date is after closing. **ANY ESTIMATED TAX CREDIT SHALL NOT BE SUBJECT TO**

SEALED BID PACKET

ADJUSTMENT AFTER CLOSING EVEN THOUGH SUCH CREDIT MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATES AND/OR ASSESSMENTS ARE FINALIZED. AFTER CLOSING, SELLER, AUCTION COMPANY, AND ESCROW AGENT SHALL HAVE NO RESPONSIBILITY FOR ANY REAL ESTATE TAXES OR ASSESSMENTS. ALL TERMS REGARDING THE ALLOCATION AND PAYMENT OF REAL ESTATE TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.

4. **SURVEY.** Buyer acknowledges that Buyer has received, prior to submitting this offer, a copy of the survey prepared by Greg P. Skinner, PLS and signed on April 18, 2018 showing a 2.74-acre parcel comprising the entire Property (the "April 18, 2018 Survey"). The April 18, 2018 Survey is hereby accepted and approved by Buyer. No further survey work shall be required in connection with this Agreement.
5. **PRELIMINARY TITLE EVIDENCE.** Buyer acknowledges that Buyer has received, prior to submitting this offer, a copy of the preliminary title insurance schedules prepared by American Eagle Title Group, LLC dated February 1, 2018 (File No. 1802-0001-68), along with copies of the recorded documents listed as exceptions (collectively, the "Preliminary Title Evidence").
6. **FINAL TITLE COMMITMENT.** Prior to closing, Seller shall furnish a final commitment, dated after the date of this Agreement, for the issuance of an ALTA owner's title insurance policy in the amount of the Purchase Price insuring marketable title to the Property (less and except Minerals) in the name of Buyer, subject to standard requirements, conditions and exceptions, and subject to Permitted Exceptions (the "Final Title Commitment"). Seller shall pay all search fees, abstracting expenses and attorneys fees associated with the Preliminary Title Evidence and the Final Title Commitment. However, Seller shall not furnish title insurance. If Buyer elects to obtain title insurance for Buyer or Buyer's lender: (a) Buyer shall be responsible for obtaining any such title insurance and/or final commitment in a timely manner without delaying the closing and for paying all premiums and costs of issuing the title insurance; and (b) Seller shall cooperate with respect to the satisfaction of requirements of the title company that are reasonable and customary unless otherwise provided for in this Agreement; provided, however, Seller shall have no obligation with respect to any matter that constitutes a Permitted Exception.
7. **DELIVERY OF TITLE.** Seller shall furnish at Seller's expense and shall execute and deliver at closing the deed(s) conveying the Property to Buyer without warranty and subject to the Permitted Exceptions. The conveyance of the Property shall exclude all "Minerals".
8. **PERMITTED EXCEPTIONS.** Buyer agrees to acquire the Property and accept the title, deed, any title insurance and any survey subject to and notwithstanding the following matters (each a "Permitted Exception" and, collectively, the "Permitted Exceptions"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) any variation or discrepancy between a deeded boundary line and the location of any fence, building or other visible or apparent use, occupancy or occupancy line; (e) the lien, if any, for current, non-delinquent taxes and assessments; (f) local ordinances and zoning regulations; (g) set back and building lines; (h) recorded easements, mineral leases, conditions, restrictions, reservations and other matters (except liens) appearing of record; (i) any oil, gas or mineral lease and any other rights of any person or entity with respect to Minerals; (j) any matter disclosed in this Agreement; (k) any matter (except liens, if any) identified, listed, shown or noted in the Preliminary Title Evidence and/or the April 18, 2018 Survey; (l) any claim, right and/or obligation that may or may not exist with respect to any common parking area, common sign, common alley, common access and/or ingress/egress route and/or common utility line route and/or facility, whether existing (or claimed to exist) by reason of an express agreement, historical use, prescription, implication or otherwise.
9. **CLOSING.** Closing shall be held on August 29, 2018 or as soon as possible after said date upon completion of the Final Title Commitment and Seller's closing documents; provided, however, after August 29, 2018, if the Final Title Commitment has been completed and the closing has not been otherwise scheduled and completed, the closing shall be held on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent, which date must be at least 10 days after the effective date of such notice. The closing shall be held at the office of **American Eagle Title Group, LLC, 421 N.W. 13th St., Suite 320, Oklahoma City, OK 73103 (Tel: 405-232-6700)**, or otherwise as mutually agreed. The Escrow Agent's fee for administering the closing shall be shared equally (50:50) between Buyer and Seller. Buyer shall pay all costs related to any loan obtained by Buyer.
10. **CONDITIONS.** Buyer's obligation to acquire the Property pursuant to this Agreement is not contingent upon Buyer's ability to obtain financing or any other condition except the condition that Seller is able to convey fee simple title with respect to the Property, free and clear of liens, but otherwise subject to the Permitted Exceptions. If Seller is unable to convey the Property in conformance with the express requirements of this Agreement, either party may terminate this Agreement by giving written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the time for closing for up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, the Earnest Money and any other funds delivered by Buyer and held in escrow shall be returned to Buyer as Buyer's sole and exclusive remedy.
11. **RISK OF LOSS.** The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance shall be canceled as of the closing date.

SEALED BID PACKET

12. **POSSESSION.** Buyer shall be entitled to take possession of the Property immediately after the closing.
13. **CONDITION OF PROPERTY; NO WARRANTIES.** As a material part of the consideration for this Agreement, Buyer acknowledges and agrees that:
- (a) **THE PROPERTY IS SOLD “AS IS” AND “WHERE IS”. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the foregoing provision, Seller, Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, environmental matters, location or availability of utilities, ingress and egress, availability of building or other permits, whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any third party reports or materials provided in connection with the auction or this Agreement.
 - (b) Buyer is responsible for having completed (prior to the submission of this offer): (i) Buyer’s own independent due diligence investigation and evaluation of the Property and all information from any source pertaining to the Property, including but not limited to the physical condition of the Property and all matters affecting the title thereto; and (ii) Buyer’s own independent investigation and verification of those facts which Buyer deems material to Buyer’s evaluation of the Property. By submitting this offer, Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and verifications or has knowingly and willingly elected to purchase the Property without having completed such inspections, investigations and verifications. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property “AS IS, WHERE IS” as provided in this Agreement.
 - (c) Any information or disclosure provided in this Agreement and/or elsewhere in the Sealed Bid Packet and/or in any marketing materials has been provided only to facilitate (and not as a substitute for) a prospective buyer’s independent review and investigation. Any such information or disclosure is provided for informational purposes only (subject to Buyer’s independent verification) and not as a warranty of any kind or as an authoritative representation of facts.
 - (d) By submitting this offer, Buyer acknowledges and represents to Seller that: (i) no one has made any warranties or representations, either express or implied, to Buyer regarding the Property; (ii) Seller has not agreed to perform any work on or about the Property, before or after closing, as a condition of this Agreement; (iii) this offer is based solely upon Buyer’s own independent due diligence investigations and inspections; (iv) Buyer has performed all of Buyer’s due diligence regarding the Property and was satisfied as to the Property’s condition before submitting this offer; (v) Buyer is offering to purchase the Property in its present condition, “**AS IS, WHERE IS**”, subject to and notwithstanding any zoning restrictions and/or limitations, flooding conditions, ingress and egress limitations, environmental conditions and/or any latent, patent, known or unknown defects; and (vi) all risks are assumed by Buyer and the Buyer’s assumption of such risks has been taken into account by Buyer in determining the Bid Amount.
14. **ADDITIONAL ACKNOWLEDGMENTS OF BUYER.** As a material part of the consideration for this Agreement, and without limiting the foregoing provisions, Buyer understands, acknowledges and agrees that:
- (a) Boundary lines depicted in the auction marketing materials are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations. The acres shown in the auction marketing materials are approximations only. The acres stated in this Agreement and elsewhere in the Sealed Bid Packet are based on the April 18, 2018 Survey. No warranty or authoritative representation is made with respect to the number of acres included with the Property or any part thereof.
 - (b) Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from third-party sources, including survey, aerial maps, property inspection reports, property tax information and preliminary title insurance schedules. Although believed to be from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer’s due diligence through independent review and investigation of the Property. Seller and Auction Company disclaim any warranty or liability for the information provided.
15. **REMEDIES.** Except as otherwise provided in this Agreement, if either party (the “Defaulting Party”) fails to complete this transaction and is in default, the other party may elect either to: (a) terminate this Agreement by written notice to the Defaulting Party; or (b) seek specific performance and/or any other remedy available in equity or at law. If Buyer is the Defaulting Party, the Earnest Money shall be either delivered to Seller as liquidated damages (if Seller elects to terminate this Agreement) or applied towards any judgment for damages or specific performance. If Seller is the Defaulting Party, the Earnest Money shall be returned to Buyer. Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold such funds until it receives either: (i) written disbursement instructions signed by Buyer and Seller; (ii) a written release signed by one party authorizing disbursement to the other party; or (iii) a final court order specifying the manner in which the Earnest Money is to be disbursed.
16. **1031 EXCHANGE.** Each party shall reasonably cooperate if any party intends to structure the transfer or acquisition of the Property as part of an exchange under §1031 of the Internal Revenue Code (“Exchange”). This Agreement may be assigned, subject to all the terms and conditions of this Agreement, for purposes of an Exchange, but the assignor shall not be released from any obligation. A party shall not be required to assume or incur any additional obligation, liability or expense in connection with another party’s Exchange.

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17. **EXECUTION AUTHORITY.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("Entity") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.
18. **GENERAL PROVISIONS.** Time is of the essence. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, assigns and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or in the auction marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Execution of this Agreement or any counterpart includes, without limitation, execution and delivery via fax and/or email.
19. **ADDENDUM A.** Addendum A (Seller's Addendum) is incorporated as an integral part of this Agreement and shall be executed and delivered by the parties concurrently with the execution and delivery of this Offer to Purchase. This Offer to Purchase and Addendum A shall be construed as a whole and shall be harmonized to the extent possible. However, if any provision of this Offer to Purchase is incompatible with a provision of Addendum A, the provision of Addendum A shall control.
20. **AGENCY: ADDENDUM B.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as the agent for, the Seller. Buyer acknowledges receipt of the "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services" form which was included in the Sealed Bid Packet as "Addendum B". Addendum B is hereby incorporated as part of the terms of this Agreement and shall be signed by Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. This Agreement is solely between Buyer and Seller. Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies.
21. **OFFER AND ACCEPTANCE.** Buyer's execution and delivery of this Agreement constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions of this Agreement. This offer shall not be treated as having been rejected by Seller unless: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer with respect to the Property; or (d) Seller has failed to accept this offer on or before the Acceptance Deadline.
22. **ACCEPTANCE DEADLINE.** This offer shall expire and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller on or before 11:59 o'clock p.m. CT on **(Monday) July 30, 2018** (the "Acceptance Deadline").

[The remainder of this Offer to Purchase is contained in the immediately-following Signature Page.]

SEALED BID PACKET

[Signature Page]

IN WITNESS WHEREOF, Buyer offers to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the Property described on page 1 of this Offer to Purchase, consisting of approx. 2.74± acres of land in part of Block 1 of Jennings Estates No. 1 Addition to the City of Norman, Cleveland County, Oklahoma, together with improvements and permanent fixtures, less and except all Minerals as defined above, all in accordance with the terms of this Agreement (consisting of this Offer to Purchase together with Addendum A and Addendum B).

Bid Amount: \$ _____

THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM SHALL BE ADDED AUTOMATICALLY TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.

SIGNATURE OF BUYER: On the _____ day of _____, 2018, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

Printed Name of Buyer, Co-Buyer or Buyer Entity

Printed Name of Buyer, Co-Buyer or Buyer Entity

Signature

Signature

Name and Office/Capacity (if signing on behalf of a Buyer Entity)

Name and Office/Capacity (if signing on behalf of a Buyer Entity)

Type of Buyer Entity and State of Organization (if applicable)

Type of Buyer Entity and State of Organization (if applicable)

(Buyer's Address)

(City, State, Zip)

(Buyer's Telephone Number)

(Buyer's Email Address)

(Buyer's Lender, if any)

SELLER'S ACCEPTANCE:

WORLEY FAMILY INVESTMENT COMPANY, LLC

By its duly-authorized Co-Managers:

Kay L. Worley, Co-Manager (date)

and BOKF, NA dba Bank of Oklahoma in its capacity as Trustee of the Russell E. Swarts, Jr 1994 GST Exemption Trust for Kay L. Worley and the GST Exemption Trust for Kay L. Worley under the Will of Gloria M. Swarts, as Co-Manager,

By: _____
Gordon G. Baker, Vice President (date)

Signing as Trustee of the DPS REVOCABLE TRUST dtd 6/11/2013:

Wesley B. Sullivant, Trustee (date)

POWELL FAMILY INVESTMENT COMPANY, LLC

By its duly-authorized Co-Managers:

Suzanne Powell, Co-Manager (date)

and BOKF, NA dba Bank of Oklahoma in its capacity as Trustee of the Russell E. Swarts, Jr 1994 GST Exemption Trust for Suzanne Powell and the GST Exemption Trust for Suzanne Powell under the Will of Gloria M. Swarts, as Co-Manager,

By: _____
Gordon G. Baker, Vice President (date)

Signing for themselves, individually:

S. Tim Sullivant (date)

William M. Sullivant (date)

RECEIPT OF EARNEST MONEY: The undersigned has received the sum of \$ _____, on the date written below, as the Earnest Money to be held in escrow pursuant to the terms of the foregoing Offer to Purchase.

AMERICAN EAGLE TITLE INSURANCE GROUP, LLC

Date of receipt: _____

By: _____

Print: _____

SEALED BID PACKET

Real Estate Procedures
Form 6-A

ADDENDUM A SELLER'S ADDENDUM

This Addendum supplements and is attached to a certain Offer to Purchase Real Estate executed and delivered concurrently herewith (the "Offer to Purchase") pursuant to which the undersigned Buyer(s) (hereinafter referred to as "Buyer" whether one or more) offer(s) to purchase from the undersigned Sellers (collectively, "Seller") the real estate known as 2300 W. Main Street, Norman, OK 73069 (hereinafter referred to as the "Property"). The terms of the Offer to Purchase are supplemented and modified as follows:

1. BOKF, NA dba Bank of Oklahoma ("BOKF") is acting as a fiduciary in the course of the administration of a trust. If accepted, the Offer to Purchase and this Seller's Addendum (collectively, the "Purchase Contract") are executed by BOKF strictly in its fiduciary capacity. BOKF shall have no liability whatsoever in its separate corporate &/or individual capacity on any agreement contained in the Purchase Contract.
2. Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, and other minerals on, in and under and that are associated with or may be produced from the Property and all rights appurtenant thereto, and the term "Property" will not include any mineral rights.
3. Buyer acknowledges that Buyer is purchasing the Property in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer have been taken into account by Buyer in determining the purchase price Buyer is willing to pay for the Property.
4. Seller states that Seller has never occupied the subject Property and Seller makes no disclosures concerning the condition of the Property. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property.
5. The Buyer is urged to carefully inspect the Property and any improvements, components, fixtures, equipment or appliances in or on the Property and, if desired, to have inspected by an expert. Buyer acknowledges that Buyer is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property. Buyer shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to any and all inspections, studies, investigations or entries upon the Property by Buyer or its agents or representatives. Such indemnity shall expressly survive closing or any termination of the Purchase Contract if no Closing occurs and the Purchase Contract is terminated.
6. It is agreed and understood that Buyer shall not have the right to assign the Purchase Contract to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
7. It will not be considered Default under the terms of the Purchase Contract if Seller's title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Seller's title defects cannot be corrected for less than \$5,000.00.
8. Notwithstanding any other provision of the Purchase Contract, Seller shall be obligated only to convey a merchantable title by SPECIAL WARRANTY DEED (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company), conveying to Buyer all of Seller's respective right, title and interest in the Property so as to enable Buyer to acquire the fee simple title in and to the Property, subject to, without limitation, all matters of record affecting title to the Property, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Property would indicate, any and all encumbrances against the Property, and the rights of tenants, if any, on the Property. This

SEALED BID PACKET

conveyance shall be made without warranty, express or implied, excepting only such limited warranties as are customarily included in a special warranty deed.

9. The Purchase Contract may be subject to the approval of the Court and/or the Internal Trust Committee of BOKF. In the event the Court and/or the Internal Trust Committee does not approve this contract within ten (10) business days, Seller may cancel and terminate the Purchase Contract by notice in writing to Buyer.
10. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
11. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OFAC or otherwise, as a terrorist, "Specially Designated National", "SDN", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation
12. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
13. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
14. Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Purchase Contract. The rate of commission is as agreed in the listing agreement with broker and shall be paid by the closing agent as directed by Seller.
15. Seller's insurance is to be canceled upon closing of sale.
16. This Addendum, upon its execution by both parties, is made an integral part of the Offer to Purchase. If there is any conflict between this Addendum and the Offer to Purchase, this Addendum shall be considered the governing document and all other provisions of the Offer to Purchase not in conflict with this Addendum shall remain in full force and effect.

[Signature page follows.]

SEALED BID PACKET

SIGNATURE OF BUYER: On the _____ day of _____, 2018, this Addendum A is signed by the undersigned, constituting the "Buyer" for purposes of this Addendum A:

Printed Name of Buyer, Co-Buyer or Buyer Entity

Printed Name of Buyer, Co-Buyer or Buyer Entity

Signature

Signature

Name and Office/Capacity (if signing on behalf of a Buyer Entity)

Name and Office/Capacity (if signing on behalf of a Buyer Entity)

Type of Buyer Entity and State of Organization (if applicable)

Type of Buyer Entity and State of Organization (if applicable)

SIGNATURE OF SELLER: This Addendum A is signed by Seller on the date(s) indicated below:

WORLEY FAMILY INVESTMENT COMPANY, LLC

By its duly-authorized Co-Managers:

Kay L. Worley, Co-Manager (date)

and BOKF, NA dba Bank of Oklahoma in its capacity as Trustee of the Russell E. Swarts, Jr 1994 GST Exemption Trust for Kay L. Worley and the GST Exemption Trust for Kay L. Worley under the Will of Gloria M. Swarts, as Co-Manager,

By: _____
Gordon G. Baker, Vice President (date)

Signing as Trustee of the DPS REVOCABLE TRUST dtd 6/11/2013:

Wesley B. Sullivant, Trustee (date)

POWELL FAMILY INVESTMENT COMPANY, LLC

By its duly-authorized Co-Managers:

Suzanne Powell, Co-Manager (date)

and BOKF, NA dba Bank of Oklahoma in its capacity as Trustee of the Russell E. Swarts, Jr 1994 GST Exemption Trust for Suzanne Powell and the GST Exemption Trust for Suzanne Powell under the Will of Gloria M. Swarts, as Co-Manager,

By: _____
Gordon G. Baker, Vice President (date)

Signing for themselves, individually:

S. Tim Sullivant (date)

William M. Sullivant (date)

SEALED BID PACKET

ADDENDUM B

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement Listing Brokerage Agreement Option Agreement
 Sales Agreement Exchange Agreement Other _____

(2300 W. Main St., Norman, OK)

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
 - 1) receive all written offer and counteroffers;
 - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 2018.

(Print Name) _____

(Signature) _____

(Print Name) _____

(Signature) _____

**PROPERTY
DESCRIPTION &
AERIAL**



INSPECTION DATES:

Tuesday, June 5 • 9 AM – Noon

Monday, June 18 • 9 AM – Noon

Wednesday, July 11 • 9 AM – Noon

Wednesday, July 25 • 9 AM – Noon

Previously occupied by Hastings Entertainment, this 35,771 sq. ft. retail building is located at the intersection of Main St and 24th Ave SW in Norman, OK and is positioned on 2.74± acres. With access to 24th Ave on the west and Main St on the north, the property is easily accessible and highly visible. Built in 1979, the building is comprised of a reinforced concrete slab foundation and concrete block walls with aggregate veneer finish.

Traffic counts at the intersection of W Main and 24th Ave are as strong or stronger than any minor arterial intersection in the area, with daily traffic counts of 32,000+ vehicles on Main Street and 17,000+ on 24th Ave, these traffic counts combined with great visibility and access make the property an ideal location for retail storefront or a variety of other commercial uses. The property is zoned C-2 "General Commercial District" by City of Norman.



DIRECTIONS: Take exit 109 (Main St Exit) off I-35 in Norman. Travel east on Main St for 0.1 mile, property is located at intersection of Main St and 24th Ave SW.

TERMS & CONDITIONS

PROCEDURE: The property will be offered via sealed bid auction.

BUYER'S PREMIUM: ALL BIDS WILL BE INCREASED AUTOMATICALLY BY A FOUR PERCENT (4%) BUYER'S PREMIUM. PLEASE TAKE INTO CONSIDERATION THE FOUR PERCENT (4%) BUYER'S PREMIUM WHEN SUBMITTING YOUR BID.

DOWN PAYMENT: Concurrently with the execution and delivery of your offer, buyer shall deliver an earnest money deposit payable to Escrow Agent in an amount no less than ten percent (10%) of Bid Amount.

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Special Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters

of record, general conditions of title, and similar related matters. Property will be sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the property shall be at closing.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

SURVEY: Prior to auction, Seller shall provide an ALTA survey prepared by Greg P. Skinner, PLS.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions and assessor tax information, subject to update upon completion of pending survey.

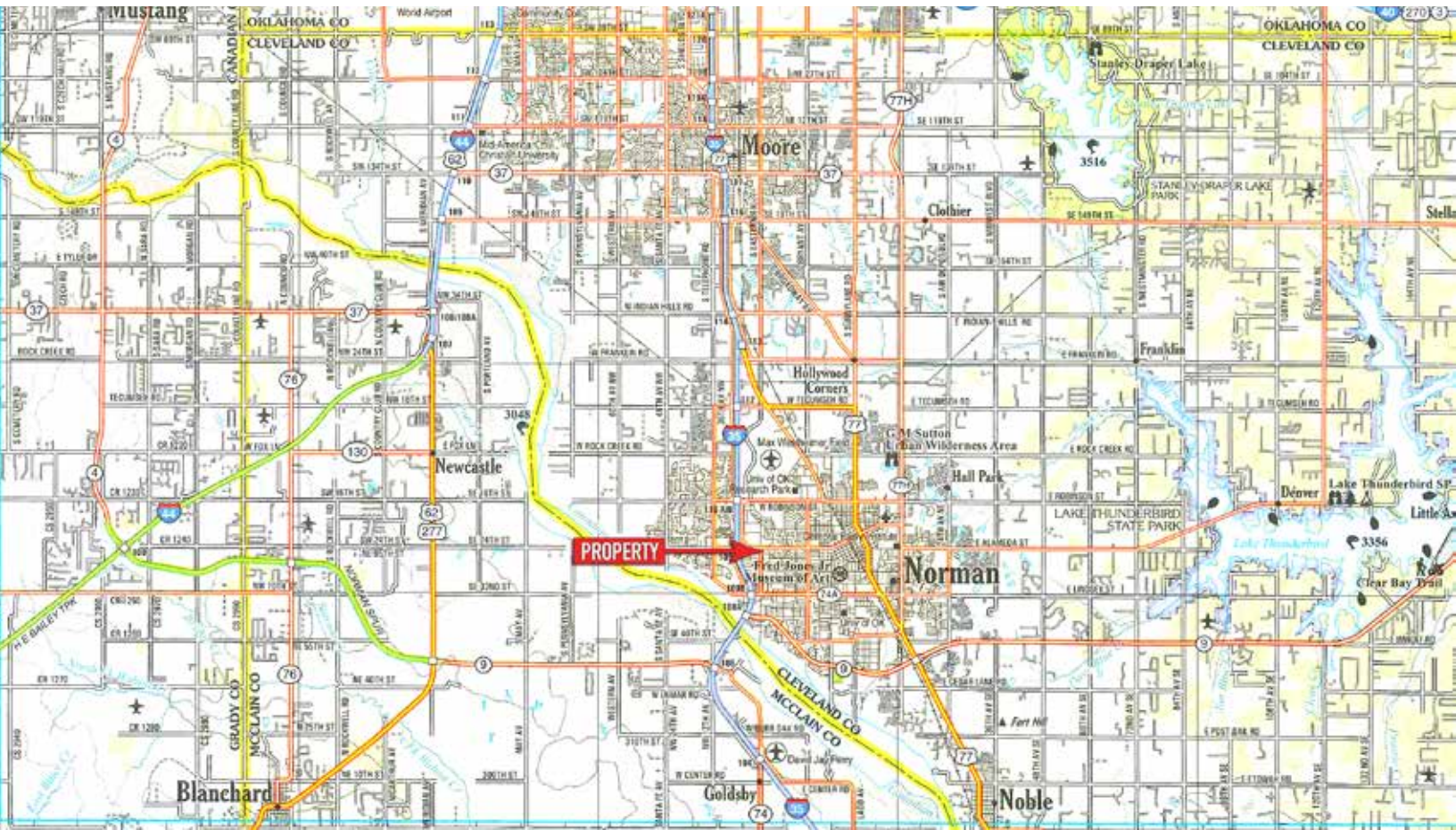
AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

NEW DATE, CORRECTIONS AND CHANGES: Please check www.schraderauction.com regularly to inspect any changes or additions to the property information.

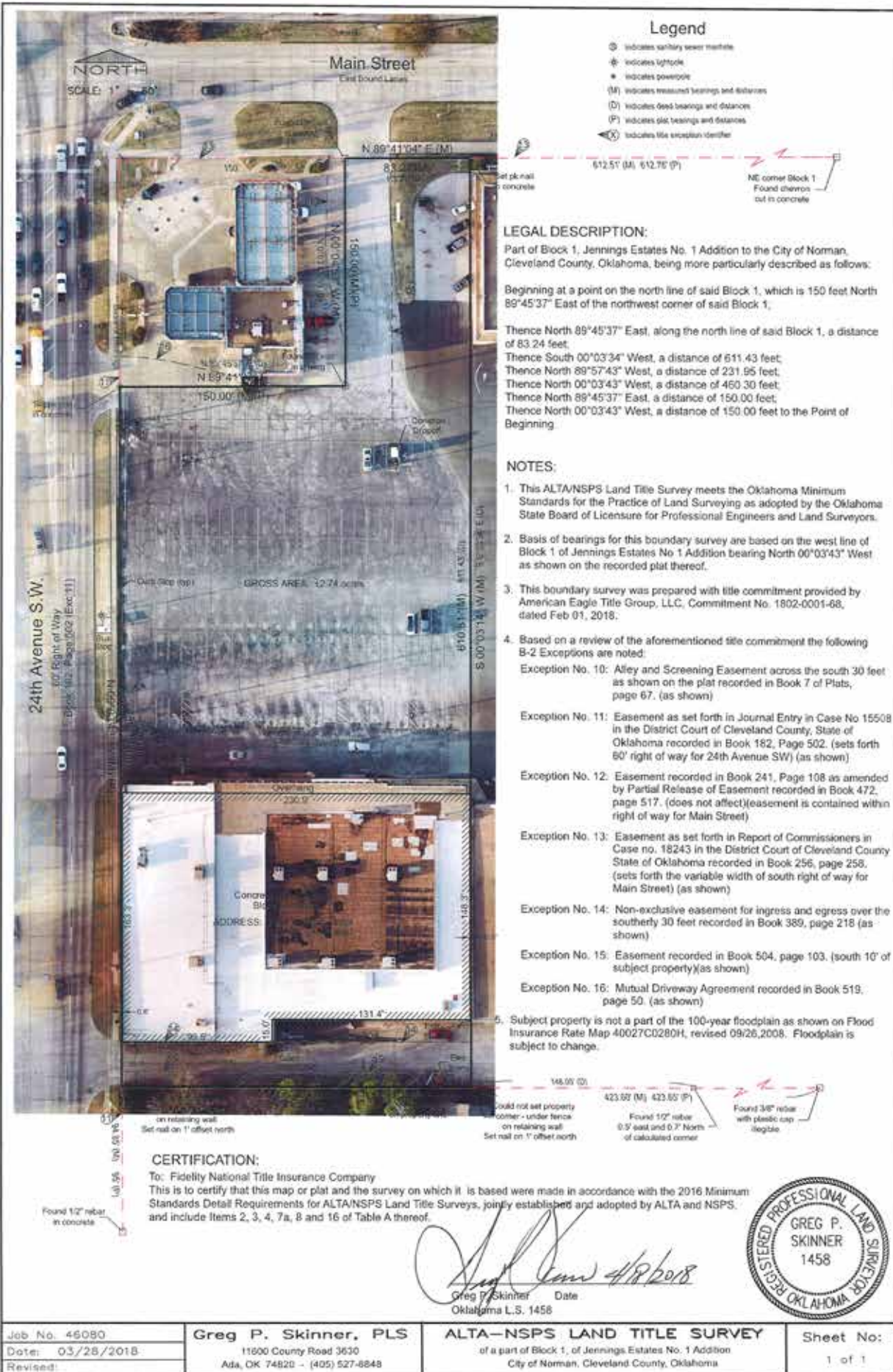
LOCATION MAP

LOCATION MAP



ALTA SURVEY

ALTA SURVEY



Legend

- ⊙ indicates sanitary sewer manhole
- ⊕ indicates lightpole
- indicates powerpole
- (M) indicates measured bearings and distances
- (D) indicates deed bearings and distances
- (P) indicates plat bearings and distances
- ⊗ indicates title exception identifier

LEGAL DESCRIPTION:

Part of Block 1, Jennings Estates No. 1 Addition to the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 150 feet North 89°45'37" East of the northwest corner of said Block 1,

Thence North 89°45'37" East, along the north line of said Block 1, a distance of 83.24 feet;
 Thence South 00°03'34" West, a distance of 511.43 feet;
 Thence North 89°57'43" West, a distance of 231.95 feet;
 Thence North 00°03'43" West, a distance of 460.30 feet;
 Thence North 89°45'37" East, a distance of 150.00 feet;
 Thence North 00°03'43" West, a distance of 150.00 feet to the Point of Beginning

NOTES:

1. This ALTA/NSPS Land Title Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
2. Basis of bearings for this boundary survey are based on the west line of Block 1 of Jennings Estates No 1 Addition bearing North 00°03'43" West as shown on the recorded plat thereof.
3. This boundary survey was prepared with title commitment provided by American Eagle Title Group, LLC, Commitment No. 1802-0001-68, dated Feb 01, 2018.
4. Based on a review of the aforementioned title commitment the following B-2 Exceptions are noted:
 - Exception No. 10: Alley and Screening Easement across the south 30 feet as shown on the plat recorded in Book 7 of Plats, page 67. (as shown)
 - Exception No. 11: Easement as set forth in Journal Entry in Case No 15508 in the District Court of Cleveland County, State of Oklahoma recorded in Book 182, Page 502. (sets forth 60' right of way for 24th Avenue SW) (as shown)
 - Exception No. 12: Easement recorded in Book 241, Page 108 as amended by Partial Release of Easement recorded in Book 472, page 517. (does not affect)(easement is contained within right of way for Main Street)
 - Exception No. 13: Easement as set forth in Report of Commissioners in Case no. 18243 in the District Court of Cleveland County State of Oklahoma recorded in Book 256, page 258. (sets forth the variable width of south right of way for Main Street) (as shown)
 - Exception No. 14: Non-exclusive easement for ingress and egress over the southerly 30 feet recorded in Book 389, page 218 (as shown)
 - Exception No. 15: Easement recorded in Book 504, page 103. (south 10' of subject property)(as shown)
 - Exception No. 16: Mutual Driveway Agreement recorded in Book 519, page 50. (as shown)
5. Subject property is not a part of the 100-year floodplain as shown on Flood Insurance Rate Map 40027C0280H, revised 09/26,2008. Floodplain is subject to change.

CERTIFICATION:

To: Fidelity National Title Insurance Company
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standards Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include Items 2, 3, 4, 7a, 8 and 16 of Table A thereof.

Greg P. Skinner
 Greg P. Skinner Date
 Oklahoma L.S. 1458



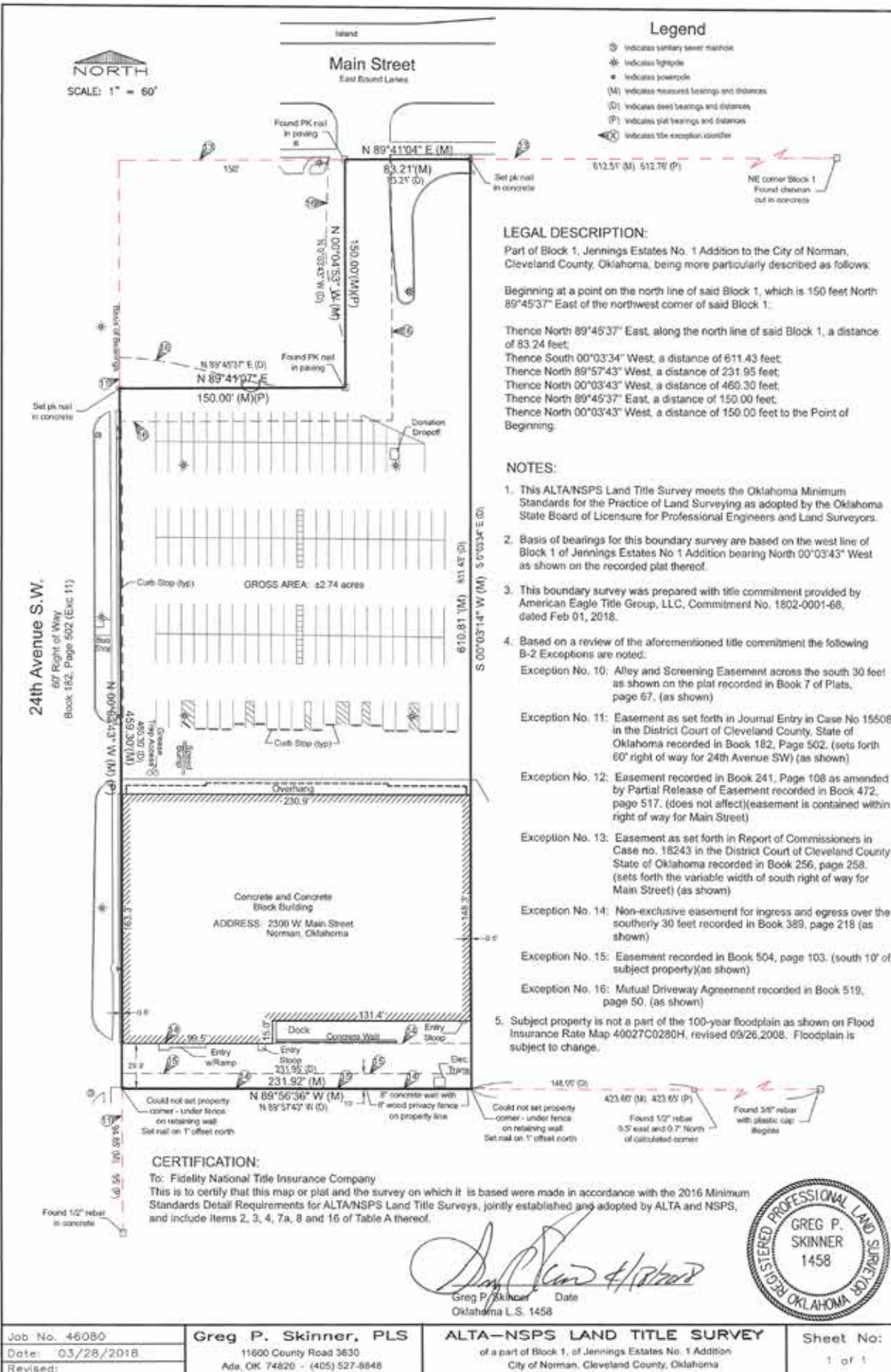
Job No. 46080
 Date: 03/28/2018
 Revised:

Greg P. Skinner, PLS
 11600 County Road 3630
 Ada, OK 74820 - (405) 527-8848

ALTA-NSPS LAND TITLE SURVEY
 of a part of Block 1, of Jennings Estates No. 1 Addition
 City of Norman, Cleveland County, Oklahoma

Sheet No:
 1 of 1

ALTA SURVEY



Job No. 46080
 Date: 03/28/2018
 Revised:

Greg P. Skinner, PLS
 11600 County Road 3630
 Ada, OK 74820 - (405) 527-8848

ALTA-NSPS LAND TITLE SURVEY
 of a part of Block 1, of Jennings Estates No. 1 Addition
 City of Norman, Cleveland County, Oklahoma

Sheet No:
 1 of 1

ROOF INSPECTION

ROOF INSPECTION



209 East Greenbriar Lane
Dallas, Texas 75203
ofc 214.942.0385
fax 214.942.4363
www.unifiedgroup.com

November 1, 2016

Mr. Matthew Bush
Adjuster
FM Global
5700 Granite Parkway, Suite 700
Plano, Texas 75024

CONSTRUCTION &
PROPERTY CONSULTANTS

CASUALTY DAMAGE
& COST ANALYSIS

PROJECT MANAGEMENT

INFRA-RED TESTING

CONSTRUCTION DELAY
& SCHEDULE ANALYSIS

LOSS APPRAISALS

BUILDING ENVELOPE
EVALUATIONS

ARBITRATION

RE: Draw Another Circle
Hastings
2300 West Main Street
Norman, Oklahoma 73069
Peril: Hail
Claim No.: 458357
Date of Loss: April 29, 2016

Dear Mr. Bush:

Pursuant to your request, Unified Building Sciences, Inc. (UBS) consultants inspected the referenced property located in Norman, Oklahoma on October 18, 2016. Also in attendance were yourself, John LeForce with Bok Financial and Mark Newman with Southwestern Roofing & Metal, Inc. (SRM). The purpose of this inspection was to determine the extent of damage to the building's roofing system and exterior building components caused by a hailstorm that reportedly occurred on April 29, 2016. UBS consultants were to document the existing conditions and obtain any information necessary to support the observations and findings.

PROPERTY DESCRIPTION

The property is a commercial retail store located approximately two miles west of the central business district of Norman, Oklahoma. At the time of inspection, the subject property was occupied by Hastings Entertainment (HE), the anchor store of the Normandy Creek Center (NCC) strip shopping center. The primary strip building is a contiguous L-shaped structure with multiple offset and attached roof structures. The HE structure occupies the southwest end of the strip center building, and is of steel-framed construction residing on a concrete slab-on-grade foundation. Building exterior components include varying installations of exposed aggregate concrete tilt-wall panels and painted concrete masonry units (CMU) walls. The north building elevation, the main business entrance, includes installations of decorative exterior insulation finishing systems (EIFS), retail glass storefront enclosures and typical backlit retail building signage. The property includes an asphalt covered parking area abutting the main retail entrance along the north building elevation with a pylon

ROOF INSPECTION

sign installation at the northwest strip center entrance abutting Main Street. The subject property roofing system is comprised of multiple offset roof areas of varying material composition. The upper west roof area is covered with a single-ply thermoplastic polyolefin (TPO) membrane manufactured by GAF. The upper north central roof area is covered with a built-up with gravel roof assembly. The upper central roof area is covered with a modified bitumen roof assembly. The south lower roof area is a U-shaped configuration that wraps around the upper central modified bitumen roof area to the south, east and west. The south lower roof area is covered with an ethylene propylene (EP) single-ply membrane manufactured by JP Stevens. The roof areas include typical heating, ventilation and air conditioning (HVAC) equipment and appurtenances. Based on review of indicia on rooftop appurtenances and review of aerial photography from Google Earth, the TPO roof area was installed sometime in 2010 and the EP roof area was installed sometime in 2006. The remaining roof areas are of an undetermined age. The combined roof assemblies incorporate approximately 37,000 square feet of roof area. According to the Cleveland County, Oklahoma County Assessor, the building was constructed in 1979.

OBSERVATIONS AND FINDINGS

The oxidized painted metal on an electrical transformer located in the south alley of the facility was examined and hail caused spatter marks were documented that ranged from 0.25 inch to 0.375 inch magnitude in high frequency, and from 0.5 inch to 0.75 inch in magnitude with moderate frequency. The observed hail spatter marks originated from a northerly direction and were hazed in appearance suggesting the observed spatter marks were not the result of recent hail activity. The oxidized painted metal on the rooftop HVAC equipment was examined and fresh spatter marks that ranged from 0.125 inch to 0.25 inch were documented in moderate frequency from a southerly and westerly direction. UBS did not identify hail spatter on the rooftop equipment that correlated with the hail spatter documented on the electrical transformer. The presence of the relatively fresh spatter indicates that hailstorms had recently occurred at the property. The lack of correlating hail spatter between the ground-mounted electrical transformer and the rooftop HVAC equipment suggests the occurrence of multiple past hailstorms at the property.

The TPO roof area was in good and serviceable condition. Close examination of the TPO membrane did not find evidence of surface abrasions or fracturing consistent with impact from hailstones. The built-up with gravel ballast roof area was in good and serviceable condition with uniform ballast coverage, and no identified ballast displacement consistent with impact from hailstones. The modified bitumen base flashings installed along the north roof parapet were in good condition with no visible signs of hail-related surface distress. A repair area, completed with a surface application of asphalt, was observed on the east end of the roof area. The repair was devoid of ballast application. Close examination of the repair area and other locations of exposed asphalt in the BUR roof area did not find evidence of fracturing or chipping to the exposed asphalt surfaces consistent with impact from hailstones.

The modified bitumen membrane roof area was in a poor state of repair with membrane blisters and granulation loss consistent with age and weather exposure noted throughout the field of the roof area. Several locations of exposed fiberglass membrane reinforcement were observed in the northeast roof area surrounding locations of existing repair work completed by installation of new modified bitumen membrane panels. Field blisters are typically caused by improper material installation or moisture ingress into the roof assembly that results in a void between the roof membrane and the underlying material substrates. The exposed fiberglass membrane reinforcement condition is typically the result of long-term weathering. The fiberglass reinforcement is not intended to be directly exposed to the elements, and the lack of overlying bitumen coverage renders the material susceptible to damage from impacts. Similarly, the roof membrane in a blister location is unsupported; thereby making the material

ROOF INSPECTION

more susceptible to damage from puncture or impact. Close examination of the aforementioned roof areas did not find evidence of impact or fracture to the material surfaces consistent with impact from hailstones. Further examination of the modified bitumen repair locations, did not find evidence of surface distress to the granulated membrane surface consistent with impact from hailstones. A low or deformed region, visible in aerial photography, was observed in the central portion of the roof area that emanated south from a rooftop HVAC unit. The location exhibited deflection of the membrane under light hand pressure and scanning with a Tramex Roof and Wall Scanner moisture meter found elevated moisture readings in the region. Close examination of the membrane surface did not find material distress consistent with impact from hailstones. The condition is likely resulting from improper condensate drainage in the HVAC package unit located up slope from the anomaly area.

The EP roof areas were in fair condition with several localized repair patches noted throughout the field of the roof areas. Mr. Newman stated concern with several surface anomalies that were circular and ovular in appearance with distinct discoloration to the membrane surface at the anomaly locations. The anomalies ranged from less than 0.5 inch to greater than six inches in magnitude. Close examination of the anomaly locations found distress to roof membrane surface evidenced by deterioration or flaking of the membrane surface parallel to the underlying membrane reinforcement scrim. Mr. Newman stated concern the observed anomalies could be a hail caused condition. Two membrane samples were cut by SRM in the south portion of the roof. Examination of the sample locations did not find any visible fracturing to the underside of the roof membrane, nor deformation or fracturing to the top surface of the paper facer on the underlying roof insulation board at locations correlating with the documented surface anomalies. No elevated moisture readings were documented in or around the sample locations. It is UBS's opinion the documented surface anomalies are not the result of impact from hailstones. The observed conditions are likely the result of exposure to surface contaminants that are not compatible with the EP roof membrane, or manufacturing deficiencies in the EP material. Additional investigation and material testing would be required to determine the proximate cause of the condition.

The findings of the roof investigation were discussed with Mr. Newman and Mr. LeForce, the parties agreed the facility roofing assemblies were not damaged by recent hail activity. Mr. Newman provided roof replacement proposals during the discussions. These documents have been included with this reporting for your records.

The rooftop HVAC equipment was examined, and limited surface distress was noted on the light gauge aluminum condensing coil fins that correlated with recent hail activity. The observed damage from recent hail activity can be repaired by combing of the existing coil fins and can be completed for approximately \$2,800.00.

The building interior spaces were examined and moisture stained acoustical ceiling tiles were observed throughout interior spaces primarily correlating with the locations of existing HVAC ventilation and equipment placements. The observed ceiling conditions are related to existing conditions of the facility and not roof assembly leaks or distress resulting from hailstones impact.

UBS procured hail verification reporting from CoreLogic Spatial Solutions LLC (CL). The CL report indicates the most recent date that hail impacted the property was on May 6, 2015 with an estimated maximum hail size of 0.75 inch. The CL report does not provide reporting of hail occurrences below 0.75 inch in magnitude. UBS documented recent hail spatter below the minimum estimated hail size reported by CL. Based on UBS's site observations and reporting from CL, it is UBS's opinion the property was impacted by a hailstorm on May 6, 2015 as the CL reporting correlates with aged hail spatter documented at the subject property. UBS was not able to determine a specific date of the recent hail activity; however, the most recent date that CL reported hail within one mile of the subject property was May 27, 2016 with an estimated maximum hail size of 0.75 inch. It is UBS's opinion the

ROOF INSPECTION

subject property roofing systems did not incur damage from the recent hail activity or the hail event reported by CL on May 6, 2015.

UBS trusts this is the information requested. If you need anything further, please do not hesitate to contact us.

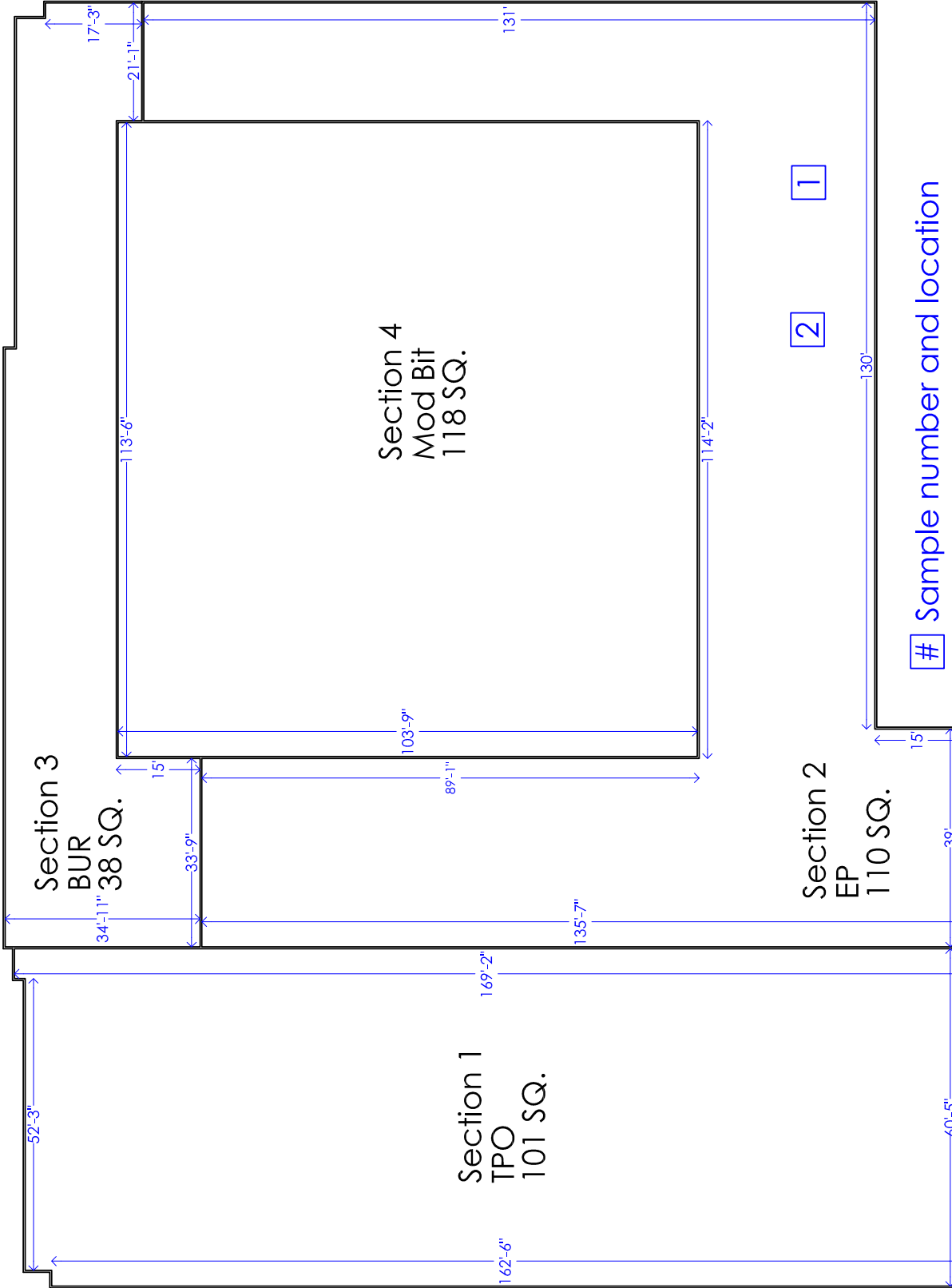
Respectfully submitted,

A handwritten signature in black ink that reads "Chad M. Augspurger". The signature is written in a cursive style with a large initial "C".

Chad M. Augspurger
Executive Consultant

kbh

ROOF INSPECTION



Sample number and location

1 2



SHEET: 01 01

SHEET TITLE: ROOF OVERVIEW

SCALE: NOTED

PROJECT ADDRESS:
 HASTINGS RECORDS
 2300 WEST MAIN STREET
 NORMAN, OKLAHOMA 73069

UNIFIED BUILDING SCIENCES, INC.

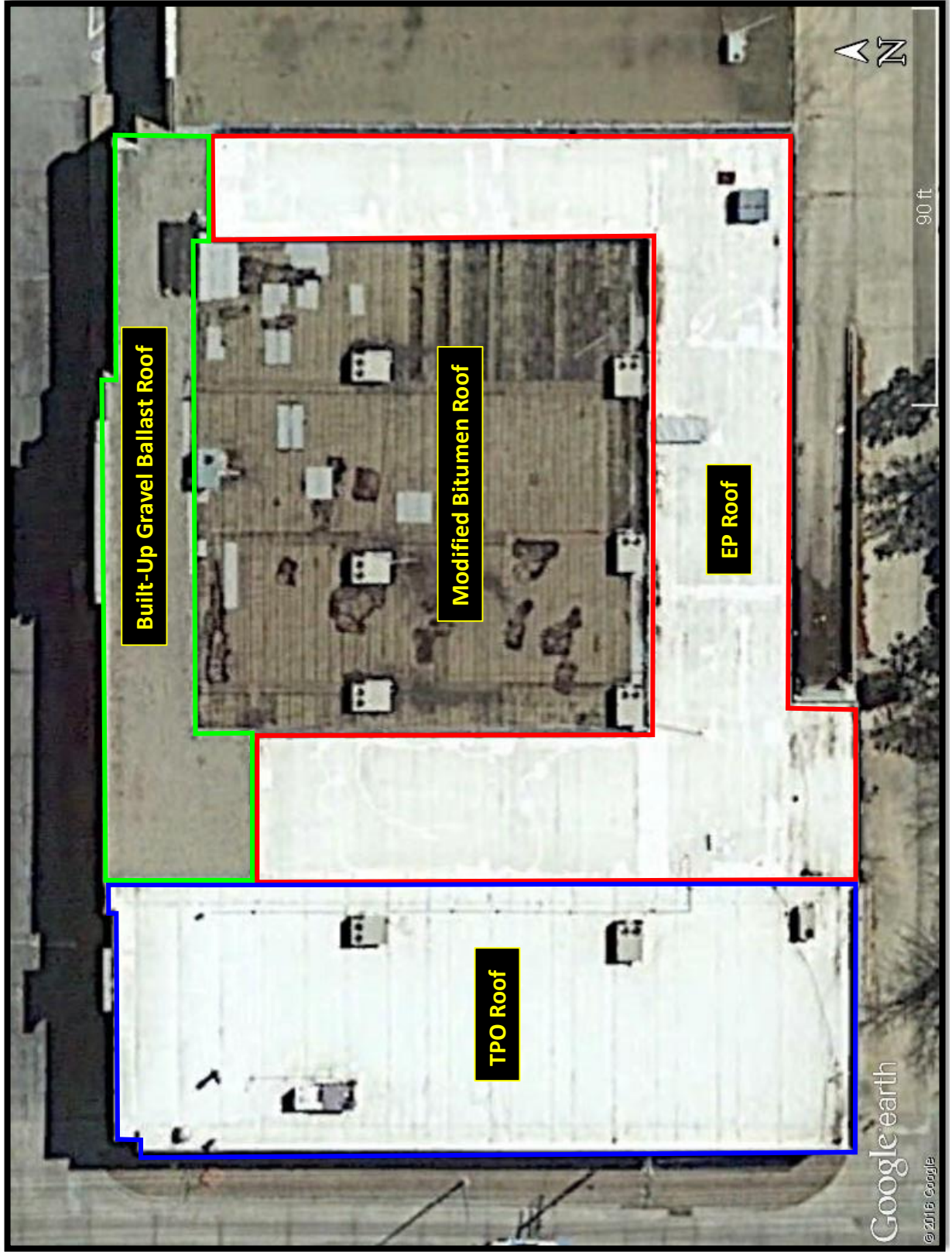
DRAW ANOTHER CIRCLE

10/19/2016

ROOF INSPECTION

Draw Another Circle

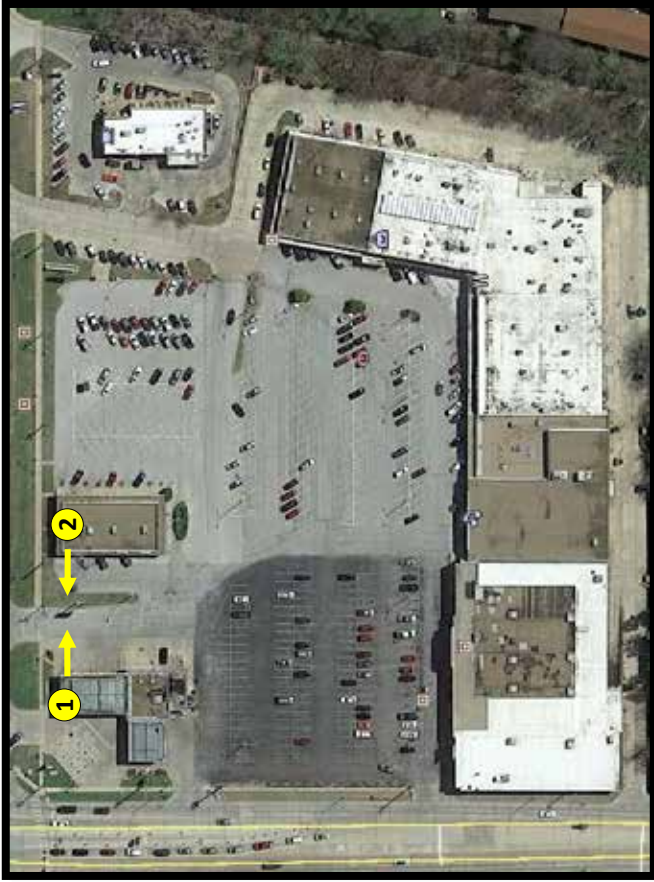
Norman, Oklahoma



ROOF INSPECTION



Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069



- View of Pylon Sign East Face



- View of Pylon Sign West Face

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- Overview of South Building Elevation

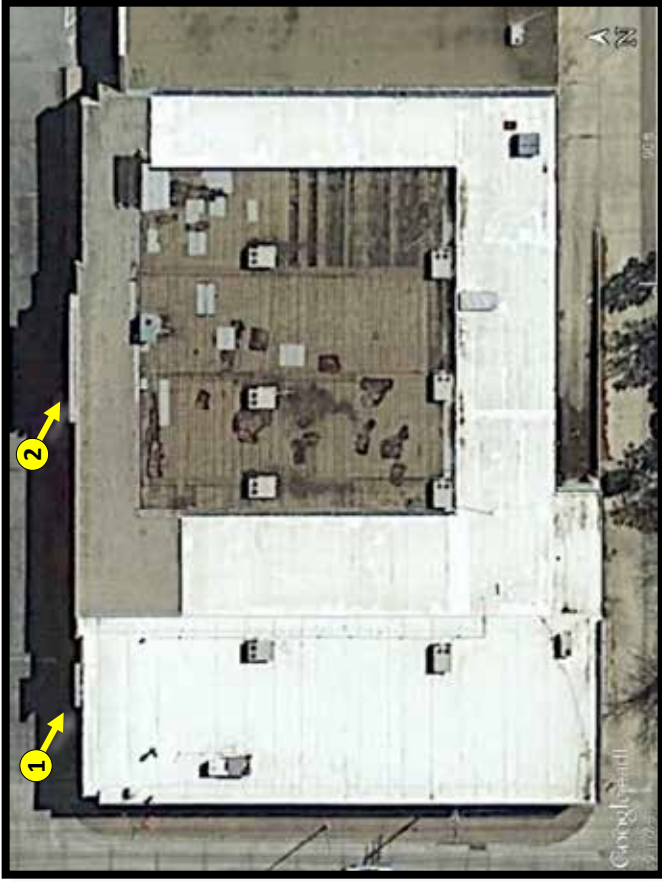


- Overview of North Building Elevation

ROOF INSPECTION



Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069



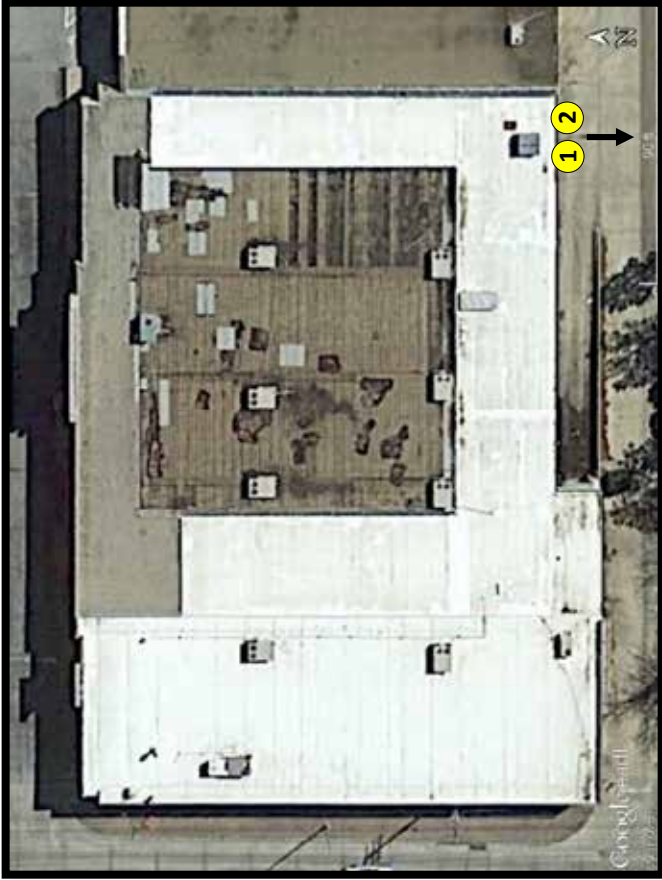
- Overview of North Building Elevation Signage



- View of North Building Elevation Signage

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- View of Hail Spatter on Electrical Transformer



- View of Electrical Transformer in South Alley

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- Overview of TPO Roof Area from Southwest



- Overview of TPO Roof Area from Northwest

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



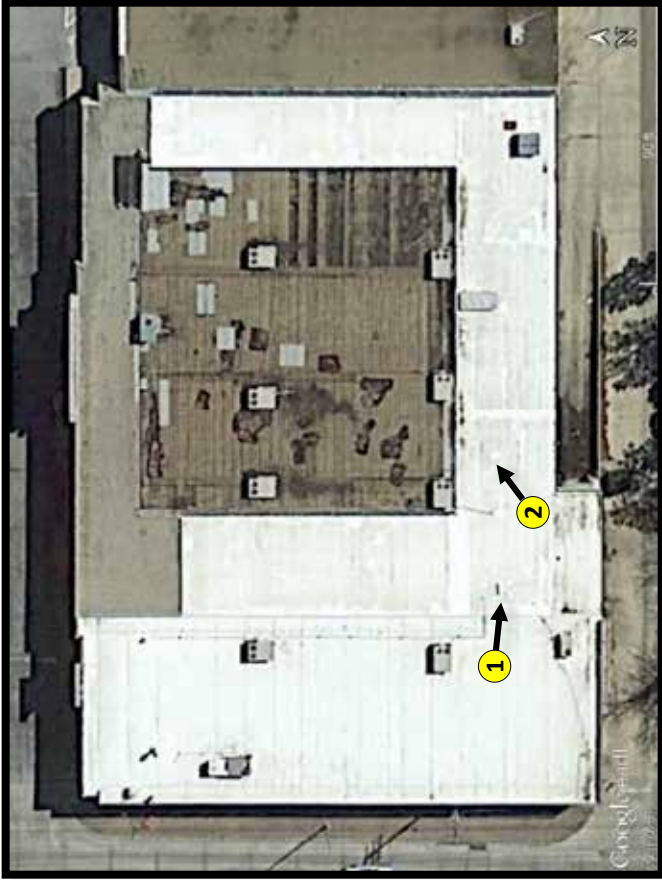
- Overview of EP Roof Area from Southeast



- Overview of EP Roof Area from Southwest

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- View of Deteriorated EP Membrane



- View of Degradation to EP Roof Base Flashing

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



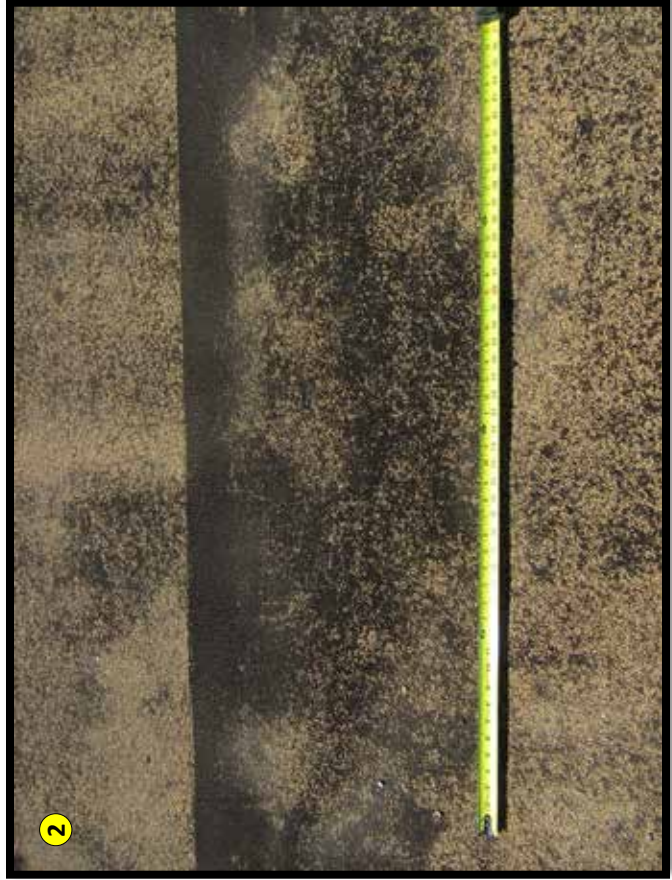
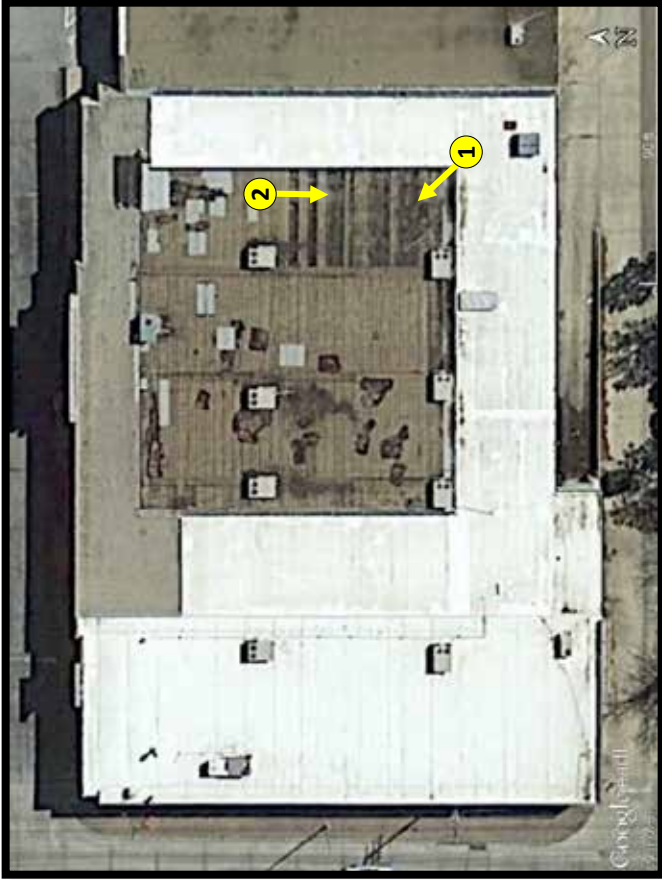
- Close View of Deteriorated EP Membrane



- View of Degradation to EP Roof Membrane

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



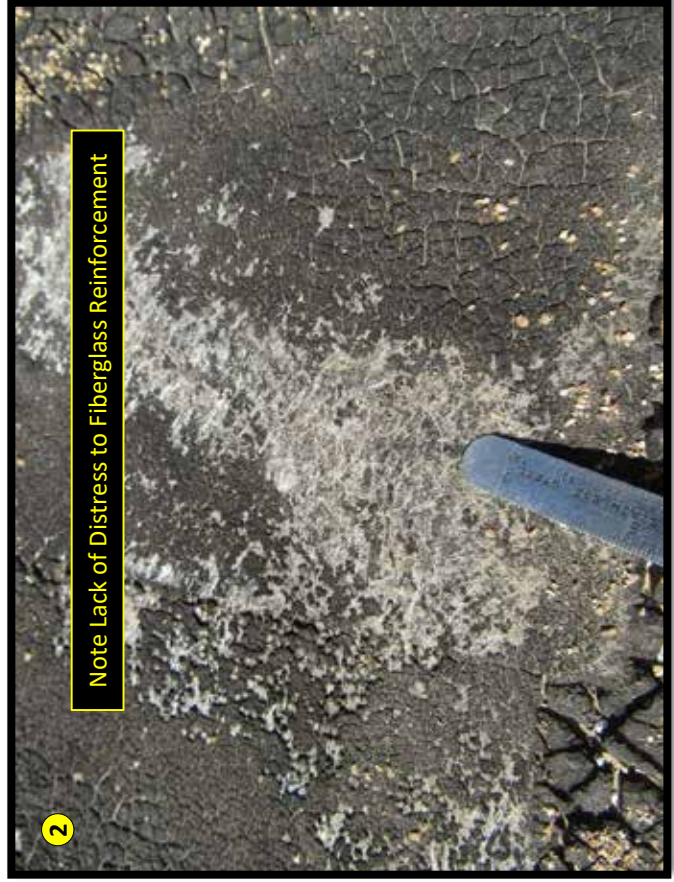
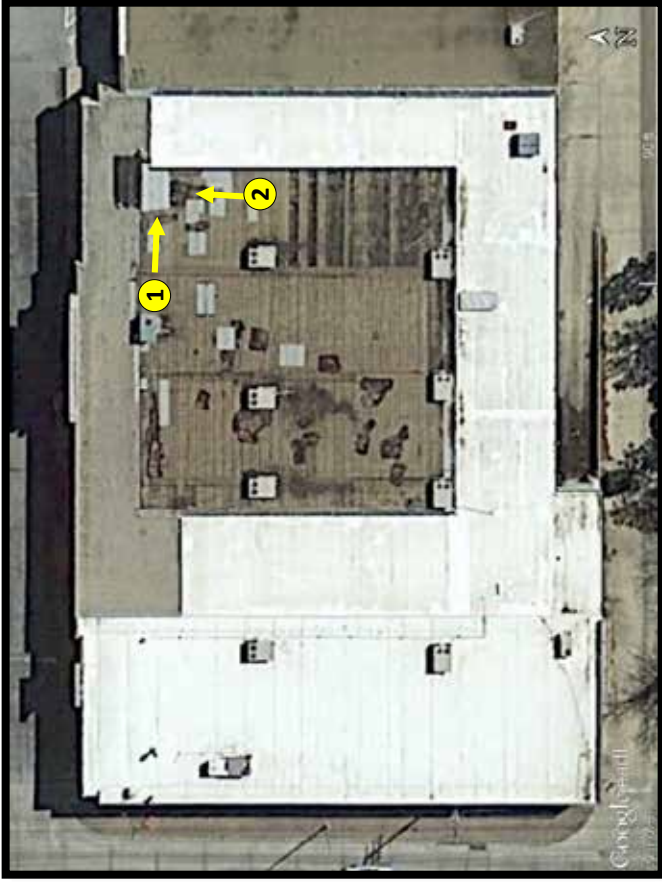
- Detail View of Modified Bitumen Membrane Blister



- Overview of Modified Bitumen Roof from Southeast

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



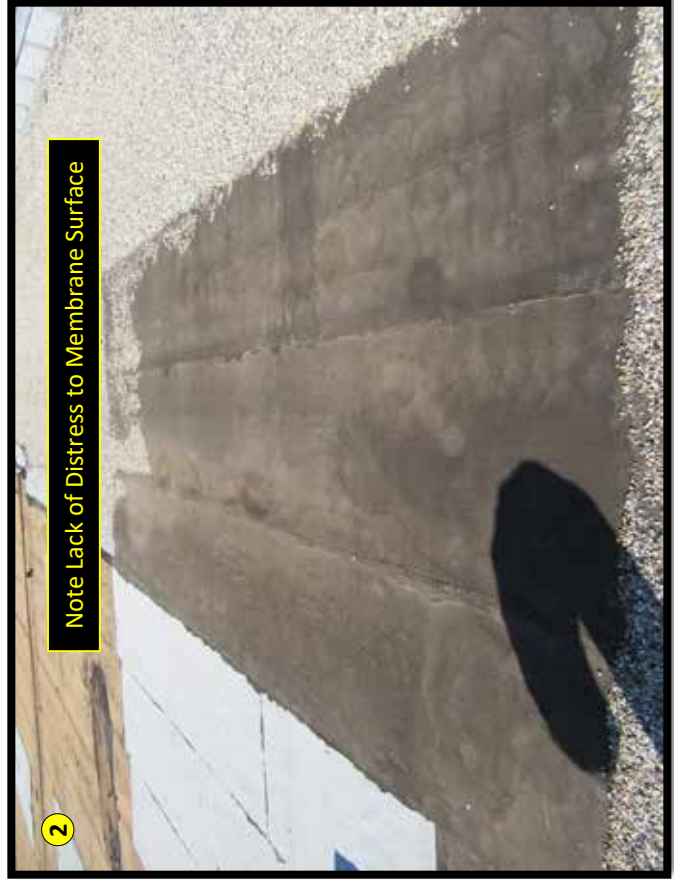
- Close View of Exposed Membrane Reinforcement



- View of Existing Roof Repairs

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- View of Built-Up Roof Repair Area



- Overview of Built-Up with Gravel Roof System

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- View of EP Roof Sample Location #1



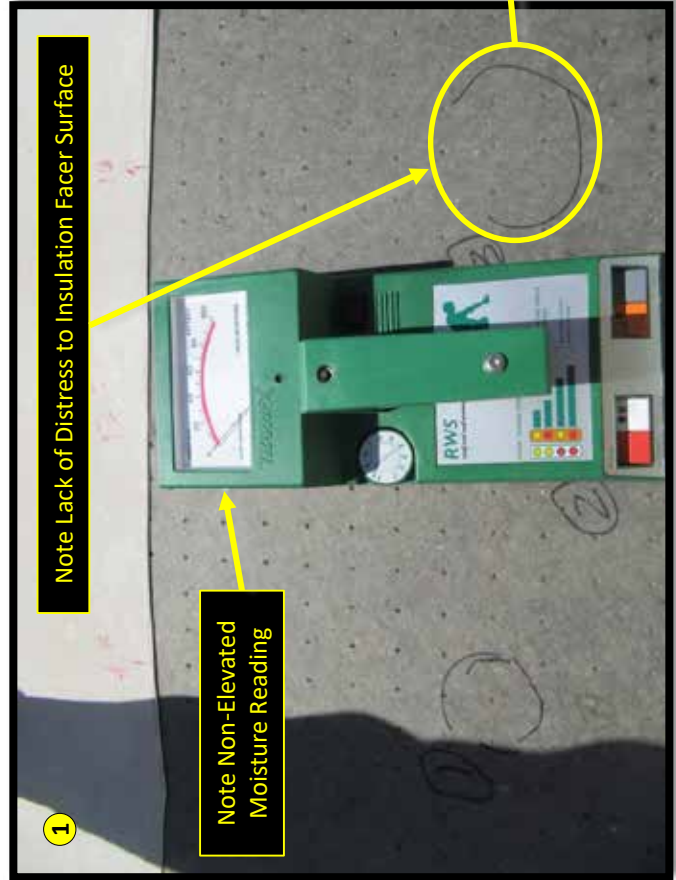
- View of EP Roof Sample Location #1

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



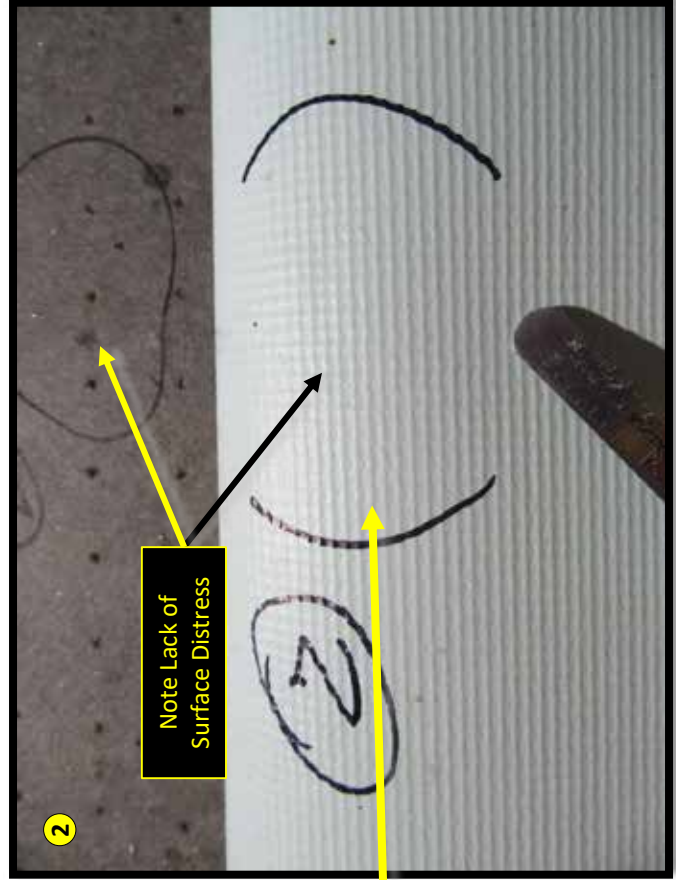
- View of EP Roof Sample Location #2



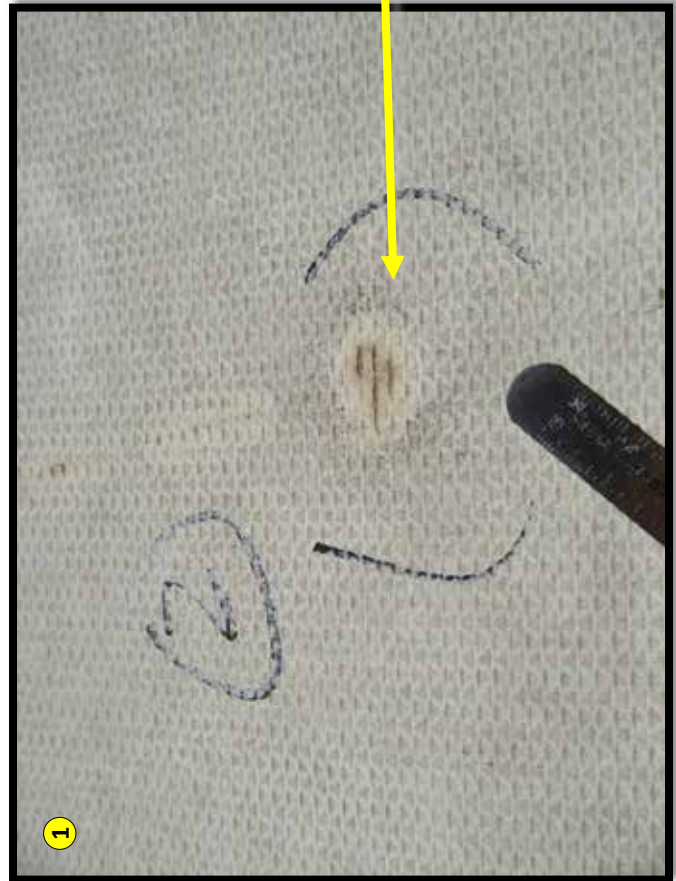
- View of EP Roof Sample Location #2

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



- View of EP Roof Sample Location #2 Bottom Membrane Surface

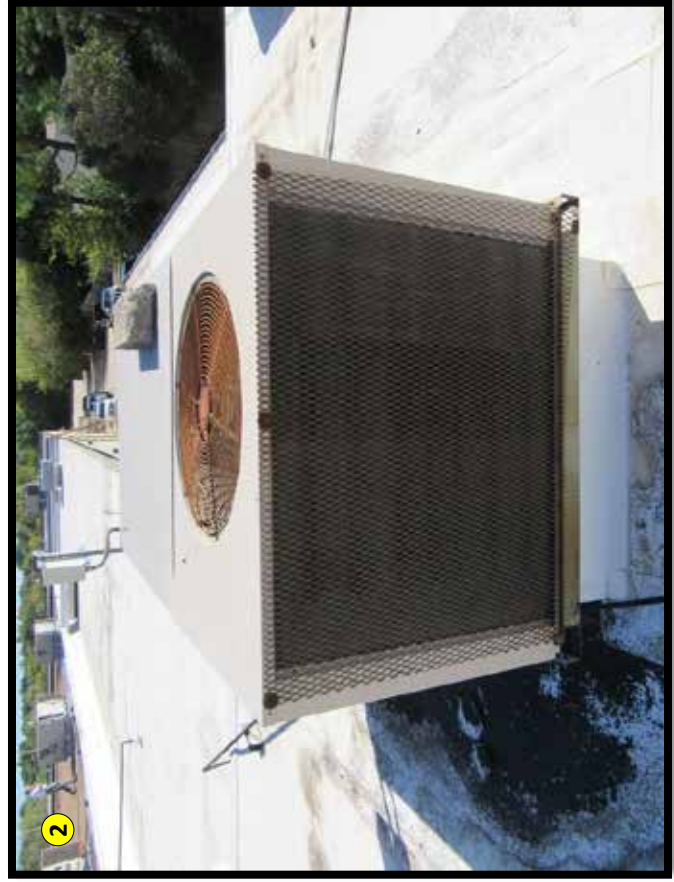


- View of EP Roof Sample Location #2 Surface Anomaly

ROOF INSPECTION



Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069



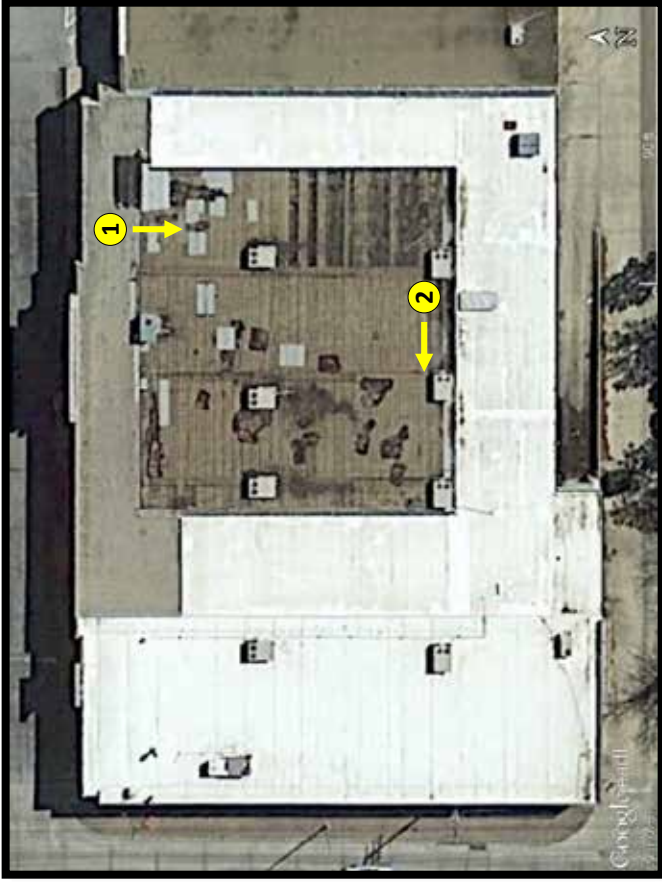
- View of HVAC Unit



- Overview of HVAC Unit

Draw Another Circle
2300 West Main Street
Norman, Oklahoma 73069

ROOF INSPECTION



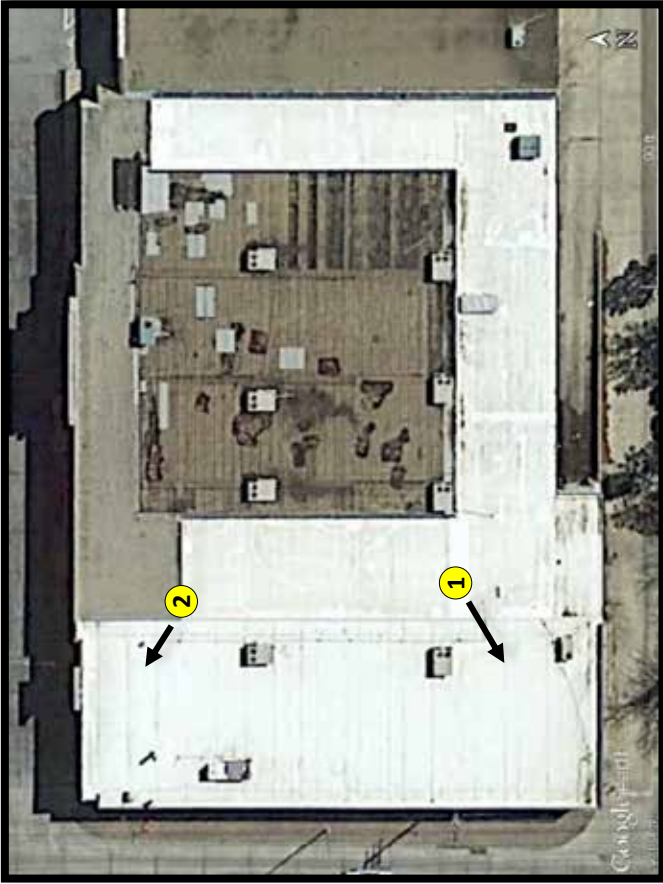
- View of Interior Retail Space Moisture Stained Ceiling Tiles



- Overview of Interior Retail Space

Draw Another Circle

2300 West Main Street
Norman, Oklahoma 73069



- Overview of Building Interior Retail Space



- View of Interior Café Area

ROOF INSPECTION



Weather Verification Services

Hail Verification Report

Claim or Reference #	Draw Another Circle
Address	2300 W Main St Norman, OK
Coordinates	Latitude 35.21722, Longitude -97.476044
Date Range	Jan 01, 2006 to Oct 16, 2016
Report Generated	October 17th, 2016 at 12:12:11 UTC

Storm Events

Date	Estimated Maximum Hail Size			
	At Location	Within 1 Mile	Within 3 Miles	Within 10 Miles
May 27, 2016	--	0.75"	0.8"	1.4"
May 26, 2016	--	--	0.9"	0.9"
Apr 29, 2016	--	0.9"	1.2"	1.3"
Apr 26, 2016	--	0.8"	1.2"	1.4"
Jun 29, 2015	--	--	0.8"	1.2"
May 16, 2015	--	--	1.1"	1.1"
May 8, 2015	--	--	2.4"	2.8"
May 6, 2015	0.75"	1.4"	1.8"	2"
Apr 18, 2015	--	--	0.8"	1.1"
Mar 25, 2015	1.1"	1.2"	1.2"	1.3"
Oct 5, 2014	--	--	0.75"	0.8"
Jun 7, 2014	--	--	1.5"	1.9"
Apr 13, 2014	--	0.9"	1.1"	1.1"
May 31, 2013	--	0.9"	1.1"	1.6"
May 19, 2013	--	0.8"	2.7"	2.7"
May 8, 2013	--	--	1.1"	1.9"
Apr 26, 2013	1.2"	1.2"	1.3"	1.3"

ROOF INSPECTION

Date	Estimated Maximum Hail Size			
	At Location	Within 1 Mile	Within 3 Miles	Within 10 Miles
Mar 30, 2013	1.4"	1.9"	2"	2"
Mar 9, 2013	--	--	0.8"	0.8"
May 29, 2012	0.9"	1"	1"	2.2"
May 28, 2012	--	--	0.9"	1.3"
Apr 14, 2012	--	--	0.75"	0.8"
Apr 13, 2012	--	0.75"	1"	1.2"
Jun 14, 2011	1.4"	1.5"	1.5"	1.8"
May 24, 2011	--	--	1.3"	2.1"
May 19, 2011	--	--	0.8"	0.8"
Apr 23, 2011	--	--	0.9"	1"
May 19, 2010	--	0.75"	1.3"	3"
May 10, 2010	--	--	0.75"	2.2"
Apr 6, 2010	--	--	0.8"	1"
Apr 1, 2010	0.8"	0.8"	0.8"	0.8"
Jan 20, 2010	--	--	0.75"	1"
Mar 23, 2009	--	--	0.8"	1"
Nov 5, 2008	--	1"	1.3"	1.3"
May 7, 2008	--	--	0.8"	0.8"
May 1, 2008	1"	1.2"	1.2"	1.2"

- Hail dates begin at 6am CST on the indicated day and end at 6am CST the following day.
- Dash "--" indicates 0.75" or larger hail was detected within 3 miles, but not at location.
- Hail sizes being reported within this report start at 0.75" and increase in 0.1" increments; rounded to the nearest 0.1".
- This report contains hail events between Jan 01, 2006 and Oct 16, 2016.

Disclaimer

This report and the corresponding data are provided "as is" without warranty of any kind, either express or implied, including without limitation, any warranties of merchant-ability, non-infringement, or fitness for a particular purpose (even if that purpose is known to CoreLogic Spatial Solutions, LLC ("CoreLogic")), or arising from a course of dealing, usage, or trade practice. This report and the corresponding data are to be used for informational purposes only, and CoreLogic is not responsible for any use of, nor any decisions based on or in reliance on, this report and the corresponding data. CoreLogic does not represent or warrant that this report and the corresponding data are complete or free from error and does not assume, and expressly disclaims, any liability to any person or entity for any loss or damage caused by errors or omissions in this report and the corresponding data, whether such errors or omissions result from negligence, accident, or other cause. CoreLogic makes no representations or warranties about the legality or propriety of the use of this report and the corresponding data in any geographic area. Use of this report and the corresponding data is further limited by and subject to the terms and conditions at wvs.corelogic.com.

Scan to Verify Authenticity

The original contents of this report are stored online in the original state provided by CoreLogic. Scan this QR Code and it will take you to a link to view the data and verify its authenticity.

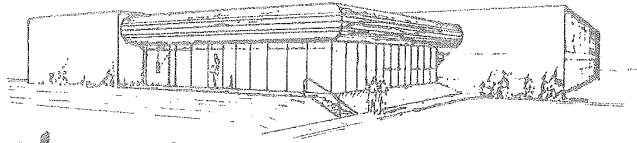
ROOF INSPECTION

Hail Verification Report #2547633



Page 3 of 3

ROOF INSPECTION



Southwestern ROOFING & METAL, INC.

4300 N. Santa Fe • 405/525-7491 • Fax 405/525-8000 • P.O. Box 54858 • Oklahoma City, OK 73154-1858

Project: Hastings Roof Replacement Location: Norman, OK

Owner: BOK Financial Attn: John LeForce

We propose and agree to furnish all the necessary labor and material to install, as described herein, the following:

1. Remove existing roof system to the deck and haul away debris.
2. Install 3.5" ISO (R-20) over deck with screws and plates.
3. Fully-adhere 60 mil, TPO membrane over ISO.
4. Flash all walls, curbs, pipes, etc.
5. Install prefinished metal coping, counter-flashings, gutter, downspouts, and other associated metal flashings and trim.
6. Furnish Southwestern Roofing 10 year labor and material warranty upon completion.

Base Bid: \$257,628.00

Any replacement of deteriorated decking, if necessary, to be charged at \$8.00/SF.

Option:

1. Install 3.5" ISO and 1/2" recover board over metal deck.
2. Mop one base sheet and one modified bitumen cap sheet with hot asphalt.
3. All other steps will still apply.

Add: \$41,200.00

Note: Inside protection is not included. Owners should make allowance in spaces without ceilings for the possibility of dust particles, fasteners from the old roof systems, moisture in the old roof systems, etc., entering through the existing decking or penetrations during the re-roofing process.

TERMS: Payments to be made on estimates according to specifications or work in place to be paid by the tenth of each month and the balance of contract price with extras upon completion.

- I. Where we are to furnish maintenance guarantee or surety bond, it is agreed that our regular forms will be acceptable.
- II. All facts are covered in this proposal and no verbal agreement shall be recognized.
- III. This proposal is subject to cancellation by us within 30 days unless it is accepted before that date and approved by our office.
- IV. We are not responsible for damage caused by wind, hail, tornado, rising water, floods, riots, insurrections, mold, or acts of God.

Your acceptance of this proposal will constitute a contract. Please sign and return one copy.

Acceptance of above proposal.

Date: _____

Name: _____

Company: _____

Date: September 8, 2016

By: Mark Newman

Mark Newman
SOUTHWESTERN ROOFING & METAL, INC.

OK Roofing Contractor Registration #80000970

Commercial Endorsement

ROOF INSPECTION

NAME	Hastings in Norman			Date	01/01/16	
	Quantity	Unit	@ Price		Mat'l.	Price
SQUARES	364.00					
Eagleview	1.00	ea.	65.00	65.00		0.00
Sweep		Sq.		0.00		0.00
Scratch		Sq.		0.00		0.00
Tear off	364.00	Sq.	1.00	364.00	30.00	10,920.00
Loads	36.00	ea.	100.00	3,600.00	50.00	1,800.00
3.5" ISO w/screws	364.00	Sq.	105.00	38,220.00	8.00	2,912.00
1/4" / ft Tapered ISO		Sq.		0.00		0.00
Crickets		Sq.		500.00		250.00
1/2" Retro mopped	364.00	Sq.	34.00	12,376.00	8.00	2,912.00
1/2" Isogard w/s&p		Sq.		0.00		0.00
Cant	2,140.00	L'	0.30	642.00	0.30	642.00
3 Ply FG, Gravel		Sq.		0.00		0.00
4 Ply FG, Gravel		Sq.		0.00		0.00
FG Base, MB	364.00	Sq.	125.00	45,500.00	35.00	12,740.00
60 mil TPO		Sq.		0.00		0.00
60 mil EPDM		Sq.		0.00		0.00
60 mil PVC		Sq.		0.00		0.00
Manufacturer's Warranty		Sq.		0.00		0.00
Base Flashing (walls)	4,264.00	SF	1.50	6,396.00	1.50	6,396.00
Base Flashing (curbs)	300.00	SF	1.50	450.00	1.50	450.00
Strip-In Gutter		L'		0.00		0.00
Strip-in VTR	4.00	ea.	10.00	40.00	10.00	40.00
Pipe Boots	5.00	ea.	40.00	200.00	10.00	50.00
Lead Pans		ea.		0.00		0.00
Strip-in RD		ea.		0.00		0.00
Strip-in PP	5.00	ea.	50.00	250.00	10.00	50.00
Strip-in Outlets		ea.		0.00		0.00
Strip-in Scuppers	2.00	ea.	10.00	20.00	10.00	20.00
Roof Hatch		ea.		0.00		0.00
wood nailer	190.00	L'	1.00	190.00	0.50	95.00
Walkway Pads		L'		0.00		0.00
				108,813.00		39,277.00
SHEET METAL						
Clip	1,350.00	L'	0.30	405.00	0.20	270.00
Parapet Cap	860.00	L'	4.00	3,440.00	5.00	4,300.00
Gravel Guard		L'		0.00		0.00
Metal Edge	490.00	L'	1.50	735.00	2.50	1,225.00
Gutter	190.00	L'	4.00	760.00	5.00	950.00

ROOF INSPECTION

Gutter Fascia	L'		0.00		0.00
Downspout	120.00 L'	4.00	480.00	4.00	480.00
Conductor Heads	2.00 ea.	25.00	50.00	40.00	80.00
Elbows	ea.		0.00		0.00
Heater Vents	ea.		0.00		0.00
Lead Jacks	ea.		0.00		0.00
Pitch Pans	5.00 ea.	10.00	50.00	20.00	100.00
Saw Joint	L'		0.00		0.00
Counterfashing (curbs)	300.00 L'	1.50	450.00	2.00	600.00
Receiver (walls)	L'		0.00		0.00
Counterflashing (walls)	L'		0.00		0.00
Scuppers	2.00 ea.	10.00	20.00	20.00	40.00
Expansion Joint	ea.		0.00		0.00
Skylights	ea.		0.00		0.00
			6,390.00		8,045.00

	S.M.	Rfg.
Materials	6,390.00	108,813.00
Tax	535.16	9,113.09
Labor	8,045.00	39,277.00
Comp.ins.etc.	7,642.75	37,313.15
Drayage	100.00	100.00
Expenses	0.00	0.00
Miscellaneous		0.00
Net Cost	22,712.91	194,616.24
Subtotal		217,329.15
% Overhead		54,332.29
SS Total		271,661.44
Profit		27,166.14
Total		298,827.58

Cost Per Square \$820.95

1. Warranty charge
2. Tax (education or government)
3. Expenses (35% of labor for travel)
4. Bond (Typically 1.5%)

ROOF INSPECTION

NAME	Hastings in Norman			Date	01/01/16	
	Quantity	Unit	@ Price	Mat'l.	Price	Labor
SQUARES	364.00					
Eagleview	1.00	ea.	65.00	65.00		0.00
Sweep		Sq.		0.00		0.00
Scratch		Sq.		0.00		0.00
Tear off	364.00	Sq.	1.00	364.00	30.00	10,920.00
Loads	36.00	ea.	100.00	3,600.00	50.00	1,800.00
3.5" ISO w/screws	364.00	Sq.	105.00	38,220.00	8.00	2,912.00
1/4" / ft Tapered ISO		Sq.		0.00		0.00
Crickets		Sq.		1,000.00		250.00
1/2" Fiberboard w/s&p		Sq.		0.00		0.00
1/2" Isogard w/s&p		Sq.		0.00		0.00
Cant		L'		0.00		0.00
3 Ply FG, Gravel		Sq.		0.00		0.00
4 Ply FG, Gravel		Sq.		0.00		0.00
FG Base, MB		Sq.		0.00		0.00
60 mil TPO	364.00	Sq.	110.00	40,040.00	30.00	10,920.00
60 mil EPDM		Sq.		0.00		0.00
60 mil PVC		Sq.		0.00		0.00
Manufacturer's Warranty		Sq.		0.00		0.00
Base Flashing (walls)	4,264.00	SF	1.50	6,396.00	1.50	6,396.00
Base Flashing (curbs)	300.00	SF	1.50	450.00	1.50	450.00
Strip-In Gutter		L'		0.00		0.00
Strip-in VTR	4.00	ea.	10.00	40.00	10.00	40.00
Pipe Boots	5.00	ea.	40.00	200.00	10.00	50.00
Lead Pans		ea.		0.00		0.00
Strip-in RD		ea.		0.00		0.00
Strip-in PP	5.00	ea.	50.00	250.00	10.00	50.00
Strip-in Outlets		ea.		0.00		0.00
Strip-in Scuppers	2.00	ea.	10.00	20.00	10.00	20.00
Roof Hatch		ea.		0.00		0.00
wood nailer	190.00	L'	1.00	190.00	0.50	95.00
Walkway Pads		L'		0.00		0.00
				90,835.00		33,903.00
SHEET METAL						
Clip	1,350.00	L'	0.30	405.00	0.20	270.00
Parapet Cap	860.00	L'	4.00	3,440.00	5.00	4,300.00
Gravel Guard		L'		0.00		0.00
Metal Edge	490.00	L'	1.50	735.00	2.50	1,225.00
Gutter	190.00	L'	4.00	760.00	5.00	950.00

ROOF INSPECTION

Gutter Fascia	L'		0.00		0.00
Downspout	120.00 L'	4.00	480.00	4.00	480.00
Conductor Heads	2.00 ea.	25.00	50.00	40.00	80.00
Elbows	ea.		0.00		0.00
Heater Vents	ea.		0.00		0.00
Lead Jacks	ea.		0.00		0.00
Pitch Pans	5.00 ea.	10.00	50.00	20.00	100.00
Saw Joint	L'		0.00		0.00
Counterfashing (curbs)	300.00 L'	1.50	450.00	2.00	600.00
Receiver (walls)	L'		0.00		0.00
Counterflashing (walls)	L'		0.00		0.00
Scuppers	2.00 ea.	10.00	20.00	20.00	40.00
Expansion Joint	ea.		0.00		0.00
Skylights	ea.		0.00		0.00
			6,390.00		8,045.00

	S.M.	Rfg.
Materials	6,390.00	90,835.00
Tax	535.16	7,607.43
Labor	8,045.00	33,903.00
Comp.ins.etc.	7,642.75	32,207.85
Drayage	100.00	100.00
Expenses	0.00	0.00
Miscellaneous		0.00
Net Cost	22,712.91	164,653.28
Subtotal		187,366.19
% Overhead		46,841.55
SS Total		234,207.74
Profit		23,420.77
Total		257,628.52

Cost Per Square \$707.77

1. Warranty charge
2. Tax (education or government)
3. Expenses (35% of labor for travel)
4. Bond (Typically 1.5%)

TITLE COMMITMENT

TITLE COMMITMENT

**FIDELITY NATIONAL
TITLE INSURANCE COMPANY**

COMMITMENT FOR TITLE INSURANCE

Inquiries Should Be Directed To:

Michelle Roberts
(405) 232-6700 – Voice
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.
421 N.W. 13th Street, Suite 320
Oklahoma City, OK 73103

mroberts@ameagletitle.com

Commitment No. 1802-0001-68

SCHEDULE A

1. Effective Date: February 1, 2018 at 7:00 A.M.
2. Policy or policies to be issued: AMOUNT
 - (a) ALTA OWNERS POLICY (6/17/2006) TBD
Proposed Insured:
To be named by endorsement
 - (b) ALTA LOAN POLICY (6/17/2006) TBD
Proposed Insured:
To be named by endorsement
3. (a) The estate or interest in the land described in this commitment is:
Fee Simple
(b) Title to said estate or interest in said land is at the effective date hereof vested in:
See Attached
4. The land referred to in this Commitment is located in the County of Cleveland, State of Oklahoma and is described on Exhibit A attached hereto.

TITLE COMMITMENT

Schedule A-Continued

Powell Family Investment Company, LLC, an Oklahoma limited liability company, successor by change of name to Swarts Family Investment Company, L.L.C. – 1/4th interest

Worley Family Investment Company, LLC, an Oklahoma limited liability company – 1/4th interest

Steven Tim Sullivant – 1/6th interest

David Patrick Sullivant, Trustee of the DPS Revocable Trust Agreement dated June 11, 2013 – 1/6th interest

William Michael Sullivant – 1/6th interest

TITLE COMMITMENT

Exhibit A

A part of Block 1, of Jennings Estates No. 1 Addition, to the City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet North $89^{\circ}45'37''$ East of the northwest corner of said Block 1;

Thence North $89^{\circ}45'37''$ East along the north line of said Block 1, a distance of 83.24 feet;

Thence South $0^{\circ}03'34''$ West a distance of 611.43 feet;

Thence North $89^{\circ}57'43''$ West a distance of 231.95 feet;

Thence North $0^{\circ}03'43''$ West a distance of 460.30 feet;

Thence North $89^{\circ}45'37''$ East a distance of 150.00 feet;

Thence North $0^{\circ}03'43''$ West a distance of 150.00 feet to the point of beginning.

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I

Commitment No. 1802-0001-68

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from Powell Family Investment Company, LLC, an Oklahoma limited liability company, successor by change of name to Swarts Family Investment Company, L.L.C. vesting fee simple title in To be named by endorsement.

Deed from Worley Family Investment Company, LLC, an Oklahoma limited liability company vesting fee simple title in To be named by endorsement.

Deed from Steven Tim Sullivant, joined by spouse if any stating marital status, vesting fee simple title in To be named by endorsement.

Deed from David Patrick Sullivant, Trustee of the DPS Revocable Trust Agreement, vesting fee simple title in To be named by endorsement.

Deed from William Michael Sullivant, joined by spouse if any stating marital status, vesting fee simple title in To be named by endorsement.

Note: The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1802-0001-68

Mortgage from To be named by endorsement securing your loan.

Note: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage on the following basis:

<u>Loan Term</u>	<u>Tax per \$100.00</u>
5 or more years	\$00.10
4 years or longer, but under 5 years	\$00.08
3 years or longer, but under 4 years	\$00.06
2 years or longer, but under 3 years	\$00.04
Less than 2 years	\$00.02

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

6. Obtain and file for record corrected Quit Claim Deed from David Patrick Sullivant, joined by spouse if any stating marital status, to David Patrick Sullivant, Trustee of the DPS Revocable Trust Agreement dated June 11, 2013 to correct Quit Claim Deed filed May 19, 2016 and recorded in Book 5549, page 728.

Continued on next page

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1802-0001-68

7. Obtain and file dismissal of District Court of Cleveland County Case No. CJ-2017-1041 and file release of record of the Notice of Pendency of Action filed August 18, 2017 and recorded in Book 5711, page 323 or complete the proceedings in District Court of Cleveland County Case No. CJ-2017-1041 and submit for further review.
8. With respect to Powell Family Investment Company, LLC, an Oklahoma limited liability company furnish the following: (a) copy of the articles of organization of the company, and any amendments thereto, bearing the filing stamp of the office of the Oklahoma Secretary of State; (b) copy of a duly executed operating agreement, and all amendments thereto, containing the identity of all members and their voting percentages; (c) copy of any instrument appointing a manager or managers; (d) copy of a written instrument signed by the members of the limited liability company evidencing the consent to the proposed insured transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement, said instrument to contain specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the proposed insured transaction; and (e) evidence that the company is in good standing.
9. With respect to Worley Family Investment Company, LLC, an Oklahoma limited liability company furnish the following: (a) copy of the articles of organization of the company, and any amendments thereto, bearing the filing stamp of the office of the Oklahoma Secretary of State; (b) copy of a duly executed operating agreement, and all amendments thereto, containing the identity of all members and their voting percentages; (c) copy of any instrument appointing a manager or managers; (d) copy of a written instrument signed by the members of the limited liability company evidencing the consent to the proposed insured transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement, said instrument to contain specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the proposed insured transaction; and (e) evidence that the company is in good standing.

Continued on next page

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1802-0001-68

10. Obtain a court search as to To be named by endorsement in Cleveland County, and satisfy any judgments or liens which create a lien on the subject property and have releases thereof filed of record.
11. Furnish satisfactory evidence that the proposed insured is an entity capable of holding title to real property in the state of Oklahoma.
12. This commitment for title insurance is issued by American Eagle Title Group, L.L.C., as agent for Fidelity National Title Insurance Company, and shall not be binding on Fidelity National Title Insurance Company unless and until American Eagle Title Group, L.L.C. has obtained high liability authorization, if amount over \$5,000,000.00.
13. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
14. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of February 1, 2018.

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART II

Commitment No. 1802-0001-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2018, which are not yet ascertainable, due or payable, and all subsequent years.
3. 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, limestone, 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.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured. **(Owner's Policy Only)**
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART II-Continued

Commitment No. 1802-0001-68

8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
9. 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.
10. Alley and Screening Easement across the south 30 feet as shown on the plat recorded in Book 7 of Plats, page 67.
11. Easement in favor of State of Oklahoma, ex rel. Department of Highways of the State of Oklahoma set forth in Journal Entry in Case No. 15508 in the District Court of Cleveland County, State of Oklahoma recorded in Book 182, page 502.
12. Easement in favor of Southwestern Bell Telephone Company, a Missouri corporation recorded in Book 241, page 108, as amended by Partial Release of Easement recorded in Book 472, page 517.
13. Easement in favor of State of Oklahoma, ex rel. Department of Highways of the State of Oklahoma set forth in Report of Commissioners in Case No. 18243 in the District Court of Cleveland County, State of Oklahoma recorded in Book 256, page 258.
14. Non-exclusive easement for ingress and egress over the southerly 30 feet reserved in Warranty Deed recorded in Book 389, page 218.
15. Easement in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 504, page 103.
16. Mutual Driveway Agreement recorded in Book 519, page 50.

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TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

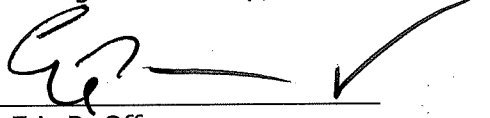
SCHEDULE B – PART II-Continued

Commitment No. 1802-0001-68

17. Lease dated December 8, 1970 between Odell Spurlin and Associates, lessor, and Safeway Stores, Incorporation, a Maryland corporation, lessee, recorded in Book 513, page 2, assigned from Odell Spurlin and Associates, a general partnership to Russell E. Swartz, Jr. and Howard R. Sullivant by Assignment of Lease recorded in Book 560, page 433, assigned from Safeway Stores, Incorporated, a Delaware corporation to SWO Acquisition Corporation, a Delaware corporation by Lease Assignment and Assumption Agreement recorded in Book 2062, page 219, assigned from Homeland Stores, Inc., a Delaware corporation to Hastings Books, Music & Video, Inc., a Texas corporation by Lease Assignment and Assumption Agreement recorded in Book 2595, page 657.

Note: Matters which encumber the tenant's interest are not shown herein.

Countersigned
American Eagle Title Group, L.L.C.

By: 
Eric R. Offen
ODI License No. 51077

TITLE COMMITMENT



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Fidelity National Title Insurance Company



By:

[Handwritten Signature]

ATTEST

[Handwritten Signature]

President

Secretary

Countersigned:

[Handwritten Signature]

Authorized Signatory

TITLE COMMITMENT

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

P L A T

JENNINGS ESTATES NO. I ADDITION

TO NORMAN, OKLAHOMA

BEING A PART OF THE NW 1/4 OF SECTION 36, T9N, R3W, I.M.

FILED: July 18, 1968 at 2:30 P. M.

RECORDED: Book Page

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Pearson Estates, Inc, are the owners of and the only possessors of any right, title or interest in and to the following described property:

Beginning at the NW Corner of Section 36, T9N, R3W, I.M., thence S89°57'43"E a distance of 926.79 feet; thence S13°35'50"W a distance of 940.16 feet; thence S02°02'08"W a distance of 438.42 feet; thence S71°00'43"W a distance of 124.10 feet; thence S58°26'12"W a distance of 266.70 feet; thence S45°07'08"W a distance of 212.53 feet; thence S65°22'07"W a distance of 212.41 feet; thence N00°03'43"W a distance of 1771.03 feet to the point of beginning. Less and except a strip of highway right-of-way adjacent to the original section line reserve as recorded in book 256, page 158 of Cleveland County Deed Records.

and have caused said land to be surveyed and subdivided into Lots, Blocks, Streets and Avenues, and that hereafter said subdivided land shall be known and described as JENNINGS ESTATES NO. I ADDITION to Norman, Oklahoma, and we dedicate to public use all the streets, avenues, parks and easements within the subdivision. All lands so dedicated for public use are free and clear from all encumbrances and mortgages. For the purpose of providing an orderly development of the entire tract, the property within the subdivision is subject to certain restrictions contained in a separate instrument executed as a part and parcel hereof and filed for record in the office of the County Clerk of Cleveland County, Oklahoma with this plat and dedication.

IN WITNESS WHEREOF: we, the undersigned, have caused this instrument to be executed on the 3rd day of May, 1968.

(CORPORATE SEAL)

PEARSON ESTATES, INC.

ATTEST: E. F. FOREMAN
Secretary

V. C. FORISTER
President

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

PLAT -continued page #2-

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

Before me, the undersigned, a notary public in and for said County and State on the 3rd day of May, 1968, personally appeared V. C. FORISTER known by me to be the identical person who subscribed his name as maker to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the purpose and uses herein set forth.

WITNESS my hand and seal the day and year last above written.

(SEAL)

My commission expires: 8-23-68

CARL E. STEELE
Notary Public

BONDED ABSTRACTER'S CERTIFICATE:

The undersigned duly qualified and lawfully bonded Abstracter of Titles in and for the County of Cleveland, State of Oklahoma, hereby certifies that the records of the proper officials of said County show that title to the land included in the annexed plat of JENNINGS ESTATES NO. I ADDITION to Norman, Oklahoma, is vested in Pearson Estates, Inc. and that on the 3rd day of May, 1968, there are no actions pending or judgements of any nature in any Court or on file with the Clerk of any Court in said County and State against said land or the owner thereof; that the taxes are paid for the year 1967, and all the prior years, that no outstanding tax sales certificates are against said land and that no tax deeds are issued to any person or persons and that there are no liens, mortgages or other encumbrances of any kind against the land included within said annexed plat, except oil and gas leases, mineral conveyances or reservations, easements and rights-of-way, and a mortgage of record. IN WITNESS WHEREOF, said bonded Abstracter has caused this instrument to be executed at Norman, Oklahoma on this 3rd day of May, 1968.

(CORPORATE SEAL)

AMERICAN FIRST ABSTRACT COMPANY

ATTEST: LAURA G. MITCHELL
Ass't Secretary

CLYDE E. EDINGTON
Vice-President

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on the 3rd day of May, 1968, personally appeared CLYDE E. EDINGTON known to me to be the identical person who subscribed his name as maker to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the purpose and uses herein set forth.

-continued-

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

PLAT - continued - page #3

WITNESS my hand and seal on the day and year last above written.

(SEAL)
My commission expires: 8-13-68

CARL E. STEELE
Notary Public

COUNTY TREASURER'S CERTIFICATE:

I, MABEL GILMORE, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 1967 and all prior years on the land shown on the annexed plat of JENNINGS ESTATES NO. I ADDITION to Norman, Oklahoma.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this 3rd day of May, 1968.

(SEAL)

MABEL GILMORE
County Treasurer

ENGINEER'S CERTIFICATE:

I, CARL E. STEELE, a registered professional engineer, do hereby certify that the annexed plat of JENNINGS ESTATES NO. I ADDITION to Norman, Oklahoma, on these two sheets only, correctly represents a survey thereof made my supervision and that all of the monuments shown thereon actually exist and their respective positions are correctly shown.

(SEAL)

GROUND WATER ASSOCIATES,
Consulting Engineers
CARL E. STEELE
Engineer

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

Before me the undersigned, a Notary Public in and for said County and State, on the 10th day of May, 1968, personally appeared CARL E. STEELE known to me to be the identical person who subscribed his name as maker to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and uses herein set forth.

WITNESS my hand and seal on the day and year last above written.

(SEAL)
My commission expires: Mar. 2-1969

A. D. BELFORD
Notary Public

CITY PLANNING COMMISSION APPROVAL:

I, SAMUEL McCALL, Chairman of the City Planning Commission of Norman, Oklahoma, do hereby certify that the said Planning Commission approved the attached plat of JENNINGS ESTATES NO. I ADDITION to Norman, Oklahoma, at a meeting on the 2nd day of July, 1968.

-continued-

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

PLAT - continued - page #4

SAMUEL K. McCALL
Chairman

CITY COMMISSION APPROVAL:

I, JOE E. COULTER, MAYOR PRO-TEM of the City of Norman, Cleveland County, Oklahoma, do hereby certify that the City Commission of said City approved the attached plat of JENNINGS ESTATES NO. I ADDITION to Norman, Oklahoma, at a meeting on the 9th day of July, 1968.

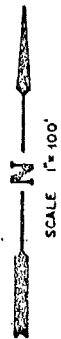
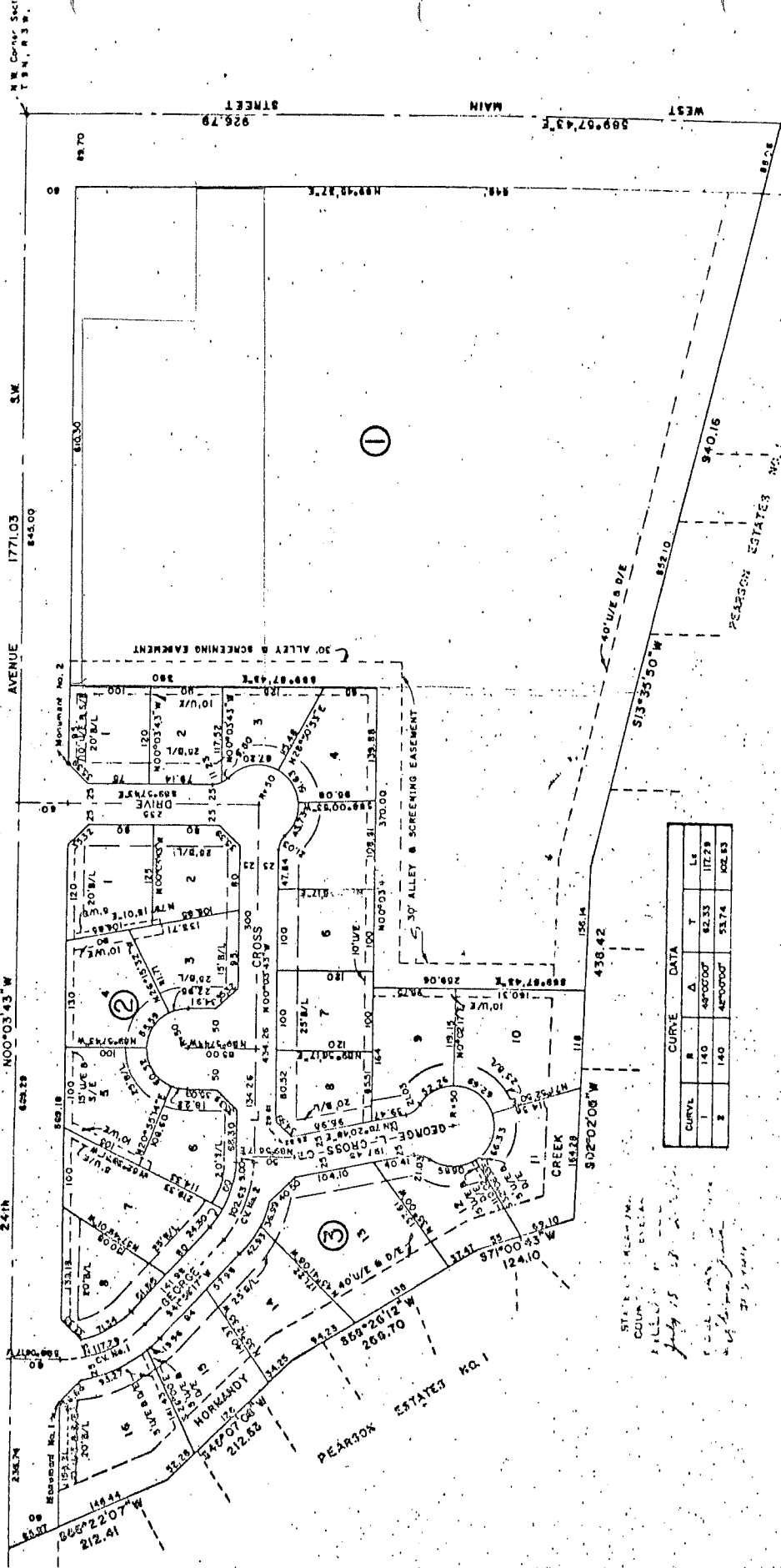
(SEAL)

JOE E. COULTER
Mayor Pro-Tem

ATTEST: D. K. WILCOX
City Clerk

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS



SCALE 1"=100'

Book 7 Page 67

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

FILED: July 18, 1968, at 2:30 P. M.
RECORDED: Book 482 Misc. Page 376

KNOW ALL MEN BY THESE PRESENTS:

That Pearson Estates, Inc., a corporation, hereby certifies that it is the owner of and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Cleveland County, Oklahoma, to-wit:

JENNINGS ESTATES NO. 1 ADDITION to Norman, Oklahoma, being a part of the Northwest Quarter of Section 36, Township 9 North, Range 3 West of the I.M.

Said corporation further certifies that it has caused said part of said quarter section, designated as aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract, showing accurate dimensions of lots, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby designates said tract of land so platted as JENNINGS ESTATES NO. 1 ADDITION TO Norman, Oklahoma, and hereby dedicates to public use all the streets and avenues within the subdivision, and reserves for installation and maintenance of utilities a strip of land off of each lot within the subdivision as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrances.

Protective Covenants

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said corporation and its successors in title to the subdivisions of said tract, it hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots in Block 2, and Block 3, are hereby designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three automobiles, and other outbuildings incidental to residential use of the plot. Block 1 may be used for commercial purposes.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation, by a committee composed of E. F.

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TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS cont'd page #2 482/376

FOREMAN, V. C. FORISTER and R. E. BARBOUR, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front line, or further than 35 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garages or other outbuildings 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any residential building plot which has an area of less than 7,500 square feet, nor shall any such dwelling be erected or placed on any such plot having a width of less than 60 feet at the front minimum building setback line.

5. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

OWNER'S CERTIFICATE, DEDICATION AND RESERVATION CONT'D PAGE #3 482/376

flow, or obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property-owners' maintenance association is responsible.

6. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent shack, garage, bar, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Minimum square foot area requirements for residential structures in this subdivision shall be not less than 1,800 square feet.

9. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. No fence shall be installed within the drainage easement along Normandy Creed, except with prior permission of the City of Norman.

10. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. The roof covering of any residence, including the garage thereof, built upon any single family residential plot in this subdivision, shall consist of wood shingles. The architectural committee above named may approve the use of other roofing materials for a dwelling having a flat roof on any portion thereof having a pitch too shallow for the use of wood shingles. This wood shingle requirement may further be waived by said committee in the event it determines there is such a shortage of such roofing material that it is impossible to secure such wood shingles for a roof covering.

14. No truck, pickup truck, bus, or commercial vehicle of any kind or any motor vehicle other than a standard passenger car shall be

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS cont'd page #4 482/376

parked or permitted to remain on the driveway of, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger cars.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. If the parties hereto, or any of them or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed at Norman, Oklahoma, this 15th day of July, 1968.

(CORPORATE SEAL)

PEARSON ESTATES, INC.
a corporation

ATTEST: E. F. FOREMAN
Secretary

BY V. C. FORISTER
President

STATE OF OKLAHOMA

SS:

COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of July, 1968, personally appeared V. C. FORISTER, to me known to be the identical person who subscribed the name of Pearson Estates, Inc., a corporation, to the foregoing instrument as its President and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL)

E. MOURINE WALKER

MY commission expires October 10, 1970 Notary Public

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 73

IN THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA

State of Oklahoma, ex rel
Department of Highways of the
State of Oklahoma,
Plaintiff

vs.

John A. Pearson, a widower,
Defendant

NO. 15508

JOURNAL ENTRY

Be it remembered that on this 27th day of May, 1949, the same being one of the regular juridical days of the January, 1949, term of this Court, there came on for trial the above entitled cause upon the matter of the assessment of the damages that will be sustained by the defendant, John A. Pearson, by virtue of the appropriation for highway construction purposes of the hereinafter described realty. Plaintiff appeared by its attorneys, Mac Q. Williamson, Attorney General of Oklahoma, and Finis O. Stewart, Assistant Attorney General, and the defendant appeared by his attorney, Paul W. Updegraff, and the parties herein having announced ready, and a jury being waived, the Court doth proceed to hear the evidence, and finds as follows:

The plaintiff filed its petition herein on the 31st day of January, 1949, to appropriate certain land of the defendant, the same being:

A strip, piece or parcel of land lying in the $W\frac{1}{2}NW\frac{1}{4}$ of Section 36, T 9 N, R 3 W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said $W\frac{1}{2}NW\frac{1}{4}$, 33 feet East of the SW corner of said $W\frac{1}{2}NW\frac{1}{4}$, thence North on a line parallel to and 33 feet East of the West line of said $W\frac{1}{2}NW\frac{1}{4}$ a distance of 2614.7 feet to a point 33 feet South of the North line of said $W\frac{1}{2}NW\frac{1}{4}$, thence East on a line parallel to and 33 feet South of said North line a distance of 27 feet, thence S $0^{\circ}02'$ E a distance of 731.7 feet, thence due West a distance of 10 feet, thence S $0^{\circ}02'$ E a distance of 900 feet, thence due East a distance of 10 feet, thence S $0^{\circ}02'$ E a distance of 973 feet to a point on the South line of said $W\frac{1}{2}NW\frac{1}{4}$, thence West along said South line a distance of 27 feet to point of beginning.

Containing 1.41 acres, more or less.

(continued)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 74

ALSO: The temporary right to open a stream channel and borrow dirt, sand, rock and other road building materials to be used in the construction of the highway from a tract of land described by metes and bounds as follows:

Beginning at a point on the permanent East right-of-way line of State Highway No. 74 a distance of 858 feet North of the point where said right-of-way line intersects the South line of said $W\frac{1}{2}$ NW $\frac{1}{4}$, thence N $0^{\circ}02'$ W along said right-of-way line a distance of 115 feet to a jog in said right-of-way line, thence West along said jog a distance of 10 feet, thence N $0^{\circ}02'$ W along said right-of-way line a distance of 100 feet, thence due East a distance of 200 feet, thence S $0^{\circ}02'$ E a distance of 110 feet, thence S $61^{\circ}02'$ W a distance of 217.1 feet to point of beginning.

Containing in said temporary grant 0.74 acres, more or less.

That thereafter commissioners regularly appointed viewed the property of the defendant and on the 15th day of February, 1949, filed their report assessing plaintiff Sixteen Hundred and Fifty Dollars (\$1,650.00) for the said appropriation; that thereafter plaintiff timely filed objections to the amount of said award and the proceeding now comes on for consideration of the Court. The Court further finds from the evidence adduced herein and from statements and stipulations of the parties hereto that plaintiff must necessarily permanently acquire the first above described parcel of land, containing 1.41 acres, more or less, for highway right-of-way, but that plaintiff's purpose in seeking the temporary appropriation of 0.74 acres last above described was to make more open the channel of a small stream which crosses the highway right-of-way, plaintiff deeming alteration of the stream channel to thereby be less objectionable to the defendant as well as to plaintiff. The Court further finds, however, that defendant objects to further opening such stream channel and offers to waive any damage, present and future, which he or his land may sustain, if plaintiff will not appropriate said 0.74 acres, and in addition thereto will consent and agree to a reduction of Five Hundred Dollars (\$500.00) from the award of commissioners made herein. The Court further finds, from the evidence herein adduced and the statements and stipulations of the parties that plaintiff in consideration of defendant's offer can satisfactorily construct its highway project without the alteration of said stream channel, and that plaintiff is willing, in consideration of a reduction of Five Hundred Dollars (\$500.00) of the Sixteen Hundred and Fifty Dollars (\$1,650.00) commissioners' award, to forego the temporary appropriation of that parcel of land in the West Half of the Northwest Quarter ($W\frac{1}{2}$ NW $\frac{1}{4}$) of Section 36, Township 9 North, Range 3 West in Cleveland County,

(continued)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 75

Oklahoma, described by metes and bounds as follows:

Beginning at a point on the permanent East right-of-way line of State Highway No. 74 a distance of 858 feet North of the point where said right-of-way line intersects the South line of said $W\frac{1}{2} NW\frac{1}{4}$, thence $N 0^{\circ} 02' W$ along said right-of-way line a distance of 115 feet to a jog in said right-of-way line thence West along said jog a distance of 10 feet, thence $N 0^{\circ} 02' W$ along said right-of-way line a distance of 100 feet, thence due East a distance of 200 feet, thence $S 0^{\circ} 02' E$ a distance of 110 feet, thence $S 61^{\circ} 02' W$ a distance of 217.1 feet to point of beginning.

Containing in said temporary grant 0.74 acres, more or less.

The Court finds that plaintiff's appropriation should therefore be confined to the parcel of land first hereinabove described and that the agreement of the parties that the other parcel be not appropriated should be ratified and approved upon the aforesaid basis.

It is therefore by the Court considered, ordered, adjudged and decreed that the plaintiff have a perpetual easement for highway purposes, title to which is hereby confirmed in plaintiff on the following described property:

A strip, piece or parcel of land lying in the $W\frac{1}{2} NW\frac{1}{4}$ of Section 36, T 9 N, R 3 W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said $W\frac{1}{2} NW\frac{1}{4}$, 33 feet East of the SW corner of said $W\frac{1}{2} NW\frac{1}{4}$, thence North on a line parallel to and 33 feet East of the West line of said $W\frac{1}{2} NW\frac{1}{4}$ a distance of 2614.7 feet to a point 33 feet South of the North line of said $W\frac{1}{2} NW\frac{1}{4}$, thence East on a line parallel to and 33 feet South of said North line a distance of 27 feet, thence $S 0^{\circ} 02' E$ a distance of 731.7 feet, thence due West a distance of 10 feet, thence $S 0^{\circ} 02' E$ a distance of 900 feet, thence due East a distance of 10 feet, thence $S 0^{\circ} 02' E$ a distance of 973 feet to a point on the South line of said $W\frac{1}{2} NW\frac{1}{4}$, thence West along said South line a distance of 27 feet to point of beginning.

Containing 1.41 acres, more or less,

conditioned only upon plaintiff's payment to defendant through the office
(continued)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 76

of the Clerk of this Court of the sum of Eleven Hundred and Fifty Dollars (\$1,150.00), which amount the Court finds to be just, adequate, and complete compensation for the appropriation of said parcel of realty and all damages that the defendant will sustain thereby, including the expense of fence moving, re-constructing concrete terrace ends, alteration of irrigation lines and other changes defendant's property will require as an incident to the widening of plaintiff's highway right-of-way, for which sum of Eleven Hundred and Fifty Dollars (\$1,150.00) defendant is hereby granted judgment against the plaintiff. It is further considered, ordered, decreed and adjudged that upon plaintiff's payment into Court of said sum of Eleven Hundred and Fifty Dollars (\$1,150.00) the Clerk of said Court shall disburse to defendant, upon demand, said sum; that such costs as are taxable against the State be taxed against plaintiff.

Justin Hinshaw
DISTRICT JUDGE

APPROVED:

MAC Q. WILLIAMSON, ATTORNEY GENERAL

BY: Finis O. Stewart

Assistant Attorney General,
Attorney for Plaintiff

Paul W. Updegraff

Attorney for Defendant

Filed in District Court Cleveland County, Okla. May 27 1949

Dess Burke COURT CLERK
Alpha S. Cooper
Deputy-Court Clerk

I heroby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears on record in the Court Clerk's Office of Cleveland County, Oklahoma, this 27 day of May, 1949.

(SEAL)

COURT CLERK
By Dess Burke
By Alpha S. Cooper
Deputy

* * * * *

Filed for record June 10, 1949 at 9 AM and recorded in Book 182
page 502 of Deed Records, Cleveland County, Oklahoma.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 77

CORPORATION COMMISSION OF OKLAHOMA.

CERTIFICATE OF NON-DEVELOPMENT.

Pursuant to the provisions of House Bill No. 344 passed by the Twentieth Session of the Oklahoma Legislature, the Corporation Commission of Oklahoma, with reference to the following described lands situated in the State of Oklahoma, to-wit:

The NW/4 of Section 36, Township 9 North, Range 3 West, Cleveland County, Oklahoma

hereby certifies that the records of the Corporation Commission disclose that no notice of intention to drill an oil or gas well on said lands has been filed with the Commission; or in the event a notice of intention to drill has been filed, there have been filed a notice to plug and a plugging record; and that no production from said lands has been reported to this Commission within the past six months.

SIGNED this 25th day of August, 1954.

(SEAL)

ATTEST: M.J. Burris
Asst. SECRETARY.

CORPORATION COMMISSION OF OKLAHOMA
BY Ray O. Weems
CHAIRMAN

* * * * *

Filed for record Aug. 30, 1954 at 11:40 AM and recorded in Book 225 page 132 of Miscellaneous Records, Cleveland County, Oklahoma.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BA #12

No. 78

Received of SOUTHWESTERN BELL TELEPHONE COMPANY, a Corporation of the State of Missouri Eighty and No/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in

The West one-half ($W\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 36, Township 9 North, Range 3 West, County of Cleveland and State of Oklahoma,

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within eight feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The South boundary of said one rod strip shall be a line parallel to and 5 feet South of the first cable or conduit laid, which shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for -- sel--, -- heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The wires, conduit or cable laid under this grant shall be laid upon a route selected by the grantee, its successors or assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and the grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 2nd day of August, 1955 at - - -

John A. Pearson

STATE OF OKLAHOMA,)
County of CLEVELAND)

ss:

Before me, Sina Harpole a Notary Public in and for said State, on this 2nd day of August, 1955, personally appeared John A. Pearson to me known
(continued)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 79

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 testimony whereof, I have hereunto set my hand and affixed my official seal this 2nd day of August, 1955.

(SEAL)

Sina Harpole
Notary Public

My commission expires July 10, 1959

* * * * *

Filed for record Aug. 15, 1955 at 9:00 AM and recorded in Book 241
page 108 of Miscellaneous Records, Cleveland County, Oklahoma.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

PARTIAL RELEASE OF EASEMENT

FILED: September 18, 1967 at 10:00 A.M.
RECORDED: 472 Misc , page 517

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, John A. Pearson, being then the owner of the herein-after described real estate and premises situated in Cleveland County, Oklahoma, to-wit:

The West Half of the Northwest Quarter of Section 36,
Township 9 North, Range 3 West of the I.M.,

executed and delivered to Southwestern Bell Telephone Company, a corporation of the State of Missouri, under date of August 2, 1955, a certain instrument in writing, which was thereafter filed in the office of the County Clerk of Cleveland County, Oklahoma, and recorded in Book 241 of Miscellaneous at Page 108, wherein the said John A. Pearson granted unto the said Corporation a right of way easement over and across the above described property, for the uses and purposes therein set forth; and

WHEREAS, the said Corporation thereafter installed its wires, conduit, cables and appurtenances over and across said lands, under authority contained in said instrument, the same being installed on that portion of the property lying immediately South of the section line right of way along the North side of said property, which is also known as West Main Street of the City of Norman, Oklahoma; and

WHEREAS, the North 33 feet of the above described real property was, at the time of executing the said instrument above mentioned, the regular section line right of way, as originally layed out and surveyed, and thereafter the said right of way was widened and enlarged to allow for paving and otherwise improving the said West Main Street, running along and across the North side of said property; and

WHEREAS, said right of way as now enlarged encompasses and includes all of that portion of the property wherein said Corporation has installed its wires, conduit, cables and other appurtenances; and

WHEREAS, the remainder of said property has been or is being subdivided and platted into an addition to the City of Norman, Oklahoma; and

WHEREAS, in order to clear any title defect which the said easement might place upon the lots and blocks in said subdivision it is necessary and desirable that this partial release of easement be executed and delivered.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

PARTIAL RELEASE - continued - page #2

NOW, THEREFORE, in consideration of the sum of \$1.00 cash in hand paid to it by Pearson Estates, Inc., receipt of which is hereby acknowledged, Southwestern Bell Telephone Company, a corporation of the State of Missouri, does hereby release all of the said parcel of land above described, except that portion thereof lying within the right of way of West Main Street, Norman, Oklahoma, as now widened, existing and enlarged, from the said right of way easement of August 2, 1955, above mentioned and described.

Executed and delivered this 18th day of August, 1967.

(CORPORATE SEAL)

SOUTHWESTERN BELL TELEPHONE COMPANY
a corporation of the State of Missouri

ATTEST:

G.R. McCLOUD
Assistant Secretary

By JOHN R. PARSONS
Vice President and General Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said county and state, on this 31st day of August, 1967, personally appeared JOHN R. PARSONS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL)
My commission expires:
June 7, 1971.

MARILYN STORM
Notary Public

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

B #13

No. 83

IN THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA

State of Oklahoma, ex rel
Department of Highways of the
State of Oklahoma, Plaintiff

vs.

No. 18243

John A. Pearson Defendants

REPORT OF COMMISSIONERS

Come now the undersigned Commissioners heretofore appointed by the Judge of this Court to inspect the real property hereinafter described and consider the injury which the said defendants as above named as the owners thereof have sustained and may sustain by reason of the taking of said property for highway purpose by the Department of Highways of the State of Oklahoma, and respectfully submit the following report to-wit:

The undersigned Commissioners were and are disinterested free holders of Cleveland County, Oklahoma, not interested in any like question. On the 12th day of December, 1958, said Commissioners took the oath prescribed by law, and proceeded to inspect the real property as follows, to-wit:

A strip, piece or parcel of land lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, T 9 N, R 3 W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the present South right-of-way line of State Highway No. 9 a distance of 60 feet East of the point where said right-of-way line intersects the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, thence East along said right-of-way line a distance of 1262.8 feet to a point on the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, thence South along said East line a distance of 50.6 feet, thence S 89° 46' W a distance of 1262.8 feet to a point 60 feet East of the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, thence North on a line parallel to and 60 feet East of said West line a distance of 56.7 feet to point of beginning.

Containing 1.56 acres, more or less,

ALSO: A grant for the purpose of opening and maintaining a stream channel on the following described tract:

Beginning at a point on the present South right-of-way line of State
(continued)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 84

Highway No. 9 a distance of 842.8 feet East of the point where said right-of-way line intersects the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, thence N 89° 46' E along said right-of-way line a distance of 120 feet, thence S 29° 46' W a distance of 173.2 feet, thence S 89° 46' W a distance of 120 feet, thence N 29° 46' E a distance of 173.2 feet to point of beginning.

Containing 0.41 acres, more or less, together with the permanent right of ingress and egress for plaintiffs, officers, agents, contractors and employees, tools and equipment to go upon said parcel of land to construct, build, maintain and inspect a stream channel upon the above described tract of land.

ALSO: A temporary grant for the purpose of constructing a driveway on the following described tract:

Beginning at a point on the permanent South right-of-way line of State Highway No. 9 a distance of 1112.8 feet East of the point where said right-of-way line intersects the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, thence N 89° 46' E along said right-of-way line a distance of 50 feet, thence S 0° 14' E a distance of 25 feet, thence S 89° 46' W a distance of 50 feet, thence N 0° 14' W a distance of 25 feet to point of beginning.

Containing 0.03 acres, more or less.

We further report that it is necessary for the Department of Highways to acquire said property for the purpose of locating, constructing and maintaining thereon a public State Highway or facilities necessary and incidental thereto and that the whole of said hereinbefore described property must be taken by said Plaintiff for said purpose.

We further report that we have considered the injury which the defendant as the owners of the property hereinbefore described, have sustained and may sustain by reason of the taking of said property by the Department of Highways of the State of Oklahoma, and we have considered the value of the land taken and the amount of injury and damages done to the remainder of the real estate, either directly or indirectly, by reason of said appropriation and location, construction and maintenance of a public highway over, across and upon said real estate, and we do hereby assess the compensation and damages due said owners by reason of such appropriation of the above described premises as follows:

Value of land taken and damages to remainder of tract
\$ Total \$4,293.70

Land	\$3,000.00
Water & Gas Lines	135.90
	(continued)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

No. 85

Fence	400.00
2 culbert	115.00
Tele Cable	22.70
Temp Easement	\$620.00

IN WITNESS WHEREOF, we have hereunto set our hands on this 16th day of December, 1958.

Wesley Jones
Robert C. Norie
J.D. Rambo
Commissioners

Filed in District Court Cleveland County, Okla. Dec 17 1958

Dess Burke Court Clerk

I hereby certify that the foregoing is true, correct and complete copy of the instrument herewith set out as appears on record in the Court Clerk's Office of Cleveland County, Oklahoma.

This 17 day of Dec. 1958

(SEAL)

Dess Burke Court Clerk
- - - - - Deputy

* * * * *

Filed for record Aug. 13, 1959 at 2:00 PM and recorded in Book 256 page 258 of Deed Records, Cleveland County, Oklahoma.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

Bl #14

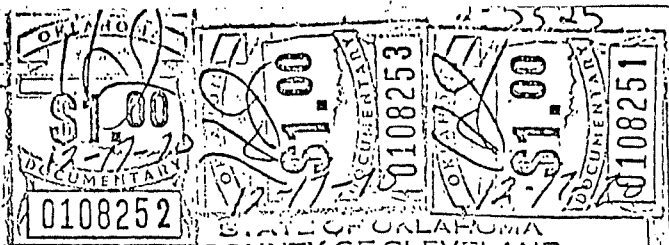
"MANLY LEGAL BLANKS" Rev - 484.00 FORM NO 292-AF

218
484.00

12,707 WARRANTY DEED

Corporation Form

(ORDER BY NUMBER)



Know All Men by These Presents:

That SAFEWAY STORES, INCORPORATED

a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, whose principal place of business is in Baltimore, Maryland

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
Dec. 17, 1970 at 2:30 P.M.
Book 388 Page 218
HELEN JANSING, Clerk
By Thelma Horvath Deputy

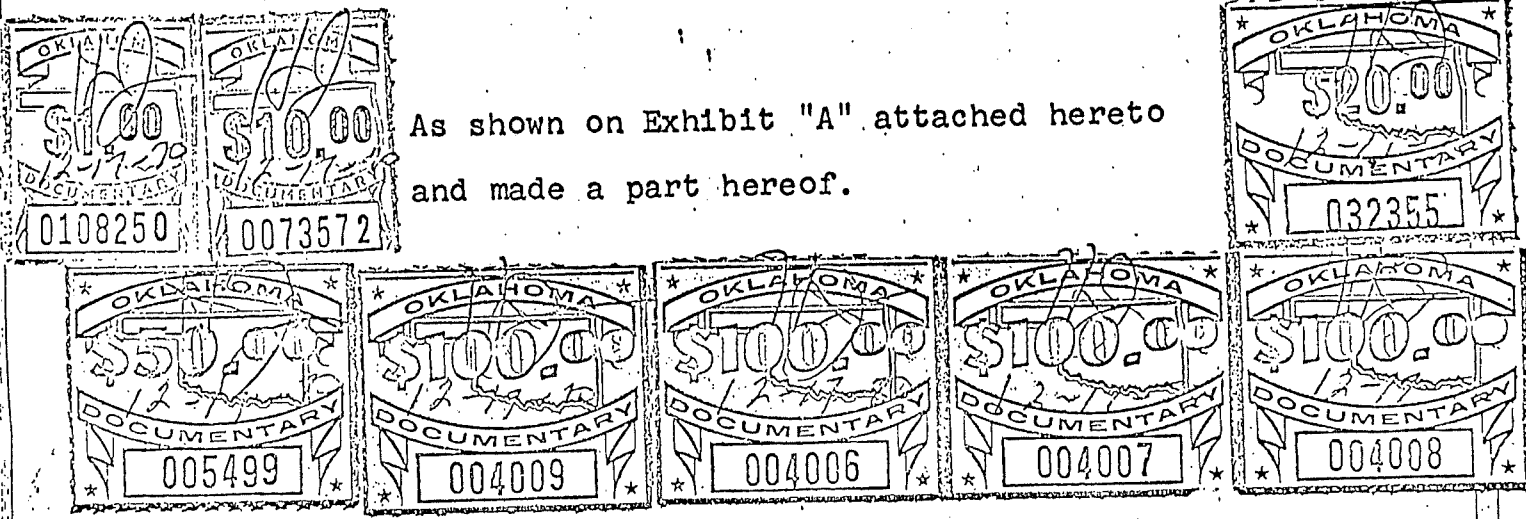
County, State of _____ party of the first part, in consideration of the

sum of TEN AND NO/100 ----- DOLLARS (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant,

Bargain, sell and Convey unto ODELL SPURLIN AND ASSOCIATES, A General Partnership composed of Odell Spurlin and Casey M. Jones, of _____ County, State of _____, part V

of the second part, the following described real property and premises situate in the City of Norman, Cleveland County, State of Oklahoma, to-wit:

As shown on Exhibit "A" attached hereto and made a part hereof.



together with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, except as noted above.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its Vice President, its corporate seal affixed, and attested by its Assistant Secretary at Oakland, California, this 17th day of August, 1970.

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)

By B. H. Dean, Jr. Vice President
its

Attest: James B. Bolan Secretary
its Assistant

STATE OF ~~OKLAHOMA~~ CALIFORNIA }
COUNTY OF ALAMEDA } SS:

CORPORATION ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State on this 17th day of August, 1970, personally appeared B. H. DEAN, JR., Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires Dec. 5, 1972

Kathryn A. Bartlett Notary Public
KATHRYN A. BARTLETT

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

- A. A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet N 89° 45' 37" E of the N.W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 83.24 feet, thence S 0° 03' 34" W a distance of 611.43 feet, thence N 89° 57' 43" W a distance of 231.95 feet; thence N 0° 03' 43" W a distance of 460.30 feet; thence N 89° 45' 37" E a distance of 150.00 feet thence N 0° 03' 43" W a distance of 150.00 feet to the point of beginning, containing 2.7452 acres.

- B. TOGETHER WITH a nonexclusive easement for ingress and egress over the following parcels of land:

(1) The southerly 30 feet; and

(2) The westerly 35 feet of the easterly 75 feet (as measured perpendicularly from the east property line) of the following described property:

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 233.24 feet N 89° 45' 37" E of the N. W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 612.76 feet to the N. E. corner of said Block 1; thence S 13° 35' 50" W along the east line of said Block 1, a distance of 632.02 feet; thence N 89° 57' 43" W a distance of 464.80 feet; thence N 0° 03' 34" E a distance of 611.43 feet to the point of beginning, containing 7.58 acres.

As shown on the survey of said property prepared by Ground Water Associates and dated June 17, 1970.

- C.
- SUBJECT TO:
1. Current taxes not yet delinquent.
 2. Easements, restrictions, reservations, conditions, covenants and rights of way, if any, as are of record.
 3. A nonexclusive easement for ingress and egress over the southerly 30 feet of the property described in A above.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

LEASE (Short Form)

THIS LEASE is made this 8th day of December, 1970, between ODELL SPURLIN AND ASSOCIATES, a General Partnership composed of Odell Spurlin and Casey M. Jones, lessor, and SAFEWAY STORES, INCORPORATED, a Maryland corporation, lessee.

1. Lessor hereby leases to lessee the following-described real property in the City of Norman, County of Cleveland, State of Oklahoma:

As shown on Exhibit "A" attached hereto
and made a part hereof.

TOGETHER WITH the building on or to be erected on the leased premises.

TO HAVE AND TO HOLD for a term of twenty (20) years commencing with the first day of January , 1971 , and ending December 31 , 1990 .

2. The rentals to be paid by lessee and all of the obligations and rights of lessor and lessee in respect to the above-described property are set forth in that certain Lease dated December 8, 1970, executed by the parties hereto covering the above-described property. This instrument is merely a memorandum of the aforesaid lease and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of this instrument and said lease, the terms of said lease shall prevail as between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

ODELL SPURLIN AND ASSOCIATES,
A General Partnership

By Odell Spurlin

By Casey M. Jones

Partner
(Lessor)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

SAFEMAY STORES, INCORPORATED
(a Maryland corporation)

By B.H. Dean
Its Vice President

By James B. Bolin Jr.
Its Assistant Secretary

(Lessee)

(Corporate Seal)

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
Dec. 17, 1970 at 2:30 P.M.
Book 513 Page 2
HELEN JANSING, Clerk
By Helen Jansing Deputy

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 17th day of December, 1970, personally appeared ODELL SPURLIN and CASEY M. JONES, Sole Members of a General Partnership d/b/a ODELL SPURLIN AND ASSOCIATES, to me 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 as partners for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Don J. Liao
Notary Public

My Commission Expires: March 29, 1974

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

- A. A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet N 89° 45' 37" E of the N.W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 83.24 feet, thence S 0° 03' 34" W a distance of 611.43 feet, thence N 89° 57' 43" W a distance of 231.95 feet; thence N 0° 03' 43" W a distance of 460.30 feet; thence N 89° 45' 37" E a distance of 150.00 feet thence N 0° 03' 43" W a distance of 150.00 feet to the point of beginning, containing 2.7452 acres.

- B. TOGETHER WITH a nonexclusive easement for ingress and egress over the following parcels of land:

(1) The southerly 30 feet; and

(2) The westerly 35 feet of the easterly 75 feet (as measured perpendicularly from the east property line) of the following described property:

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 233.24 feet N 89° 45' 37" E of the N. W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 612.76 feet to the N. E. corner of said Block 1; thence S 13° 35' 50" W along the east line of said Block 1, a distance of 632.02 feet; thence N 89° 57' 43" W a distance of 464.80 feet; thence N 0° 03' 34" E a distance of 611.43 feet to the point of beginning, containing 7.58 acres.

As shown on the survey of said property prepared by Ground Water Associates and dated June 17, 1970.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

B#15

2653

103

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That SAFEWAY STORES, INCORPORATED, a Maryland corporation, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) or other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby grant, and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right, privilege, and authority to enter upon and install, erect, operate; maintain, and reconstruct above ground transformers, pedestals, and switching cubicles; and under ground a system of conduits, wires, and other fixtures for the transmission and distribution of electrical current and telephone and telegraph messages, including the right of ingress and egress to and from said system across adjoining lands of grantors, upon and across the following real property and premises, situated in Cleveland County, State of Oklahoma, to-wit:

From the NW corner of Block 1 of Jennings Estates Addition Number One, City of Norman;

THENCE along the West line of said Block 1, S 0° 03' 43" E for 610.30 feet to the NW corner of Lot 1, Block 3;

THENCE with the South line of Grantors' property, S 89° 57' 43" E for 696.75 feet to the East line of said Block 1;

THENCE with said East line of Block 1, N 13° 35' 50" E for 10.3 feet;

THENCE N 89° 57' 43" W for 699.17 feet to said West line of Block 1;

THENCE S 0° 03' 43" E for 10 feet to the point or place of beginning.

Consideration is less than one hundred dollars.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

Grantors further covenant and agree that no building or other structure shall ever be erected upon the above described easement area unless the written consent of the Grantee is first obtained.

If the surface of the above described easement area and/or any improvements thereon shall be disturbed by Grantee's exercise of the rights herein granted, said surface and/or improvements shall be promptly restored by the Grantee to their condition just prior to such disturbance.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or telephone and telegraph messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then this grant shall become null and void.

Signed and delivered this 16th day of March, 1970.

(Corporate Seal)

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)

By *B. H. Deane*
Its Vice President

By *James B. Bolan*
Its Assistant Secretary

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD

Mar. 27 1970 at 3:30 P.M.

Book 504 Page 103

HELEN JANSING, Clerk

By *Helen Jansing*
Deputy

TITLE EXCEPTIONS

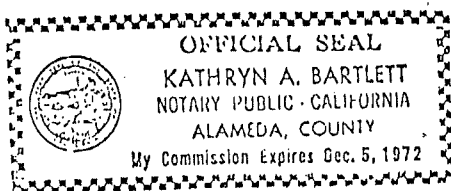
RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss

Before me, a Notary Public in and for said County and State, on this 16th day of March, 1970, personally appeared B. H. DEAN, JR., and JAMES B. BOLEN, JR., to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Assistant Secretary, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written. My commission expires December 5, 1972.

(Notarial Seal)



Kathryn A. Bartlett
KATHRYN A. BARTLETT, NOTARY PUBLIC
in and for the County of Alameda,
State of California.

TITLE EXCEPTIONS
RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BA #16

50

7581

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
June 14 1971 at *1:45 PM '71*
Book 519 Page 50
HELEN JANSING, Clerk
By *[Signature]* Deputy

MUTUAL DRIVEWAY AGREEMENT

This agreement made and entered into this 28th day of April, 1971, by and between Odell Spurlin and Associates (a partnership consisting of Odell Spurlin and Casey M. Jones), and Mobil Oil Corporation, a New York Corporation;

W I T N E S S E T H

WHEREAS the parties to this agreement are the owners and in possession of abutting real estate located in a part of Block 1, and a part of the Replat of part of Block 1, Jennings Estates, No. 1 Addition to Norman, Cleveland County, Oklahoma, and

WHEREAS the parties desire that there be ingress and egress between their abutting real estate and a mutual driveway easement over and across the following described real estate to-wit:

A part of Block 1 and a part of the Replat of a part of Block 1, JENNINGS ESTATES, NO. 1 ADDITION, to Norman, Cleveland County, Oklahoma being more particularly described as follows:

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

COMMENCING: at the Northwest corner of said Block 1, said point being S 00°03'43" E a distance of 89.70' and N 89°45'37" E a distance of 60.00' from the Northwest corner of Section 36, T-9-N, R-3-W, I.M., Cleveland County, Oklahoma,



THENCE: N 89°45'37" E along the North line of said Replat of a Part of Block 1, a distance of 139.00' TO THE POINT OR PLACE OF BEGINNING. Point also being 11.00' West of the Northeast corner of said Replat of a Part of Block 1,

THENCE: S 02°01'17" W a distance of 51.30' to a point of curve,

THENCE: Southeasterly along said curve to the left having a radius of 137.48', a distance of 39.71', to a point,

THENCE: S 14°31'36" E, a distance of 33.92' to a point on the East line of said Replat of a Part of Block 1,

THENCE: S 00° 03' 43" E along said East line a distance of 26.50' to the Southeast corner of said Replat of a Part of Block 1,

THENCE: S 89°45'37" W along the South line of said Replat of a Part of Block 1, a distance of 39.00',

THENCE: N 80°14'23" W a distance of 24.00' to a point,

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

7581

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-2-

- THENCE: N 76°48'21" W a distance of 47.15' to a point of curve,
- THENCE: Westerly along said curve to the left, having a radius of 184.97', a distance of 41.82' to a point on the West line of said Replat of a Part of Block 1, said point being 20.00' North of the Southwest corner of said Replat of a Part of Block 1,
- THENCE: S 00°03'43" E along the West line of said Replat of a Part of Block 1 and the West line of Block 1, Jennings Estates, No. 1 Addition, a distance of 42.00' to a point,
- THENCE: N 89°45'37" E, and parallel to the South line of said Replat of a Part of Block 1, a distance of 181.00' to a point,
- THENCE: N 00°03'43" W, and parallel to the East line of said Replat of a Part of Block 1, a distance of 172.00' to a point on the North line of said Block 1, said point also being 31.00' East of the Northeast corner of said Replat of a Part of Block 1,
- THENCE: S 89°45'37" W, along the North line of said Replat of a Part of Block 1 and the North line of Block 1, Jennings Estates, No. 1 Addition, a distance of 42.00' TO THE POINT OR PLACE OF BEGINNING.

DESCRIPTION:
CORRECT

JW

NOW THEREFORE said parties in consideration of the sum of One Dollar (\$1.00), in hand paid each to the other, and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

It is agreed that the parties hereto, their tenants, sub-tenants, assignees, customers and employees shall have the mutual right of ingress and egress between their respective parcels of real estate located in a part of Block 1 and a part of the Replat of a part of Block 1, Jennings Estates, No. 1 Addition to Norman, Cleveland County, Oklahoma, and that the property specifically described by metes and bounds herein above shall serve as a mutual driveway and constitute an easement which shall continue and remain in effect so long as either of the parties hereto shall have an interest either as tenants or owner of their respective abutting properties or so long as Mobil Oil

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

The above easement agreement is specifically approved, concurred in and agreed to by Safeway Stores, Incorporated, a Maryland Corporation.

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)

By B.H. Deamp
Its Vice President

ATTEST:

James B. Balun Jr
Assistant Secretary

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

STATE OF Texas)
OKLAHOMA)
COUNTY OF Dallas) SS.

Before me, the undersigned, a Notary Public in and for said State, on this 1st day of June, 1971, personally appeared A. B. Brumwell, to me known to be the identical person who executed the within and foregoing instrument as attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of MOBIL OIL CORPORATION for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires:
My commission expires
June 1, 1973

Mary F. Phillips
Notary Public

MARY F. PHILLIPS, Notary Public
in and for Dallas County, Texas

TITLE EXCEPTIONS
RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BK#11

LEASE
(Short Form)

THIS LEASE is made this 8th day of December, 1970, between ODELL SPURLIN AND ASSOCIATES, a General Partnership composed of Odell Spurlin and Casey M. Jones, lessor, and SAFEWAY STORES, INCORPORATED, a Maryland corporation, lessee.

1. Lessor hereby leases to lessee the following-described real property in the City of Norman, County of Cleveland, State of Oklahoma:

As shown on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH the building on or to be erected on the leased premises.

TO HAVE AND TO HOLD for a term of twenty (20) years commencing with the first day of January, 1971, and ending December 31, 1990.

2. The rentals to be paid by lessee and all of the obligations and rights of lessor and lessee in respect to the above-described property are set forth in that certain Lease dated December 8, 1970, executed by the parties hereto covering the above-described property. This instrument is merely a memorandum of the aforesaid lease and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of this instrument and said lease, the terms of said lease shall prevail as between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

ODELL SPURLIN AND ASSOCIATES,
A General Partnership

By Odell Spurlin

By Casey M. Jones Partner
(Lessor)

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

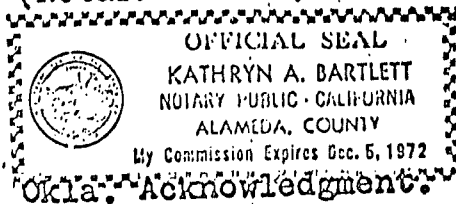
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA }

ss.

Before me, a Notary Public in and for said County and State, on this 11th day of December, 1970, personally appeared R. B. HULTING, JR. and JAMES B. BOLEN, JR., to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Assistant Secretary, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.
My commission expires: December 5, 1972.

(Notarial Seal)



Okla. Acknowledgment.

Kathryn A. Bartlett
KATHRYN A. BARTLETT
NOTARY PUBLIC in and for the State of
California, with principal office in
the County of Alameda.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

- A. A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet N 89° 45' 37" E of the N.W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 83.24 feet, thence S 0° 03' 34" W a distance of 611.43 feet, thence N 89° 57' 43" W a distance of 231.95 feet; thence N 0° 03' 43" W a distance of 460.30 feet; thence N 89° 45' 37" E a distance of 150.00 feet thence N 0° 03' 43" W a distance of 150.00 feet to the point of beginning, containing 2.7452 acres.

- B. TOGETHER WITH a nonexclusive easement for ingress and egress over the following parcels of land:

- (1) The southerly 30 feet; and
- (2) The westerly 35 feet of the easterly 75 feet (as measured perpendicularly from the east property line) of the following described property:

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 233.24 feet N 89° 45' 37" E of the N. W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 612.76 feet to the N. E. corner of said Block 1; thence S 13° 35' 50" W along the east line of said Block 1, a distance of 632.02 feet; thence N 89° 57' 43" W a distance of 464.80 feet; thence N 0° 03' 34" E a distance of 611.43 feet to the point of beginning, containing 7.58 acres.

As shown on the survey of said property prepared by Ground Water Associates and dated June 17, 1970.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

16,210

ASSIGNMENT OF LEASE

COUNTY OF CLEVELAND
FILED FOR RECORD
Sept 27 1973 at 1:05 P.M.
Book 560 Page 433
HELEN JANSING, Clerk
By *Edith Nell* Deputy

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the undersigned, Odell Spurlin and Associates, a general partnership composed of Odell Spurlin and Casey M. Jones; T. M. Fowler, Jr. and Marguerite Fowler, husband and wife, hereinafter called "Assignor", hereby transfers and assigns to Russell E. Swarts, Jr. and Howard R. Sullivant, hereinafter called "Assignees", all its right, title and interest as Lessor in and to all moneys and benefits that are now due or that may become due to the Assignor under the provisions of a certain lease agreement made between Assignor and Safeway Stores, Incorporated, a Maryland corporation, which said lease agreement was dated December 8, 1970, and filed of record on December 17, 1970, in Book 513 at Page 2 of the records of the County Clerk in and for Cleveland County, State of Oklahoma and which said lease covered the following described property, to-wit:

- A. A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet N 89° 45'37" E of the N.W. corner of said Block 1; thence N 89° 45'37" E along the north line of Block 1 a distance of 83.24 feet, thence S 0° 03'34" W a distance of 611.43 feet, thence N 89°57'43" W a distance of 231.95 feet; thence N 0°03'43" W a distance of 460.30 feet; thence N 89°45'37" E a distance of 150.00 feet; thence N 0°03'43" W a distance of 150.00 feet to the point of beginning, containing 2.7452 acres. LESS AND EXCEPT oil, gas & other minerals heretofore conveyed.

- B. TOGETHER WITH a nonexclusive easement for ingress and egress over the following parcels of land:

- (1) The southerly 30 feet; and
- (2) The westerly 35 feet of the easterly 75 feet (as measured perpendicularly from the east property line) of the following described property:

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 233.24 feet N 89°45'37" E of the N.W. corner of said Block 1; thence N 89°45'37" E along the north line of said Block 1 a distance of 612.76 feet to the N.E. corner of said Block 1; thence S 13°35'50" W along the east line of said Block 1, a distance of 632.02 feet; thence N 89°57'43" W a distance of 464.80 feet; thence N 0°03'34" E a distance of 611.43 feet to the point of beginning, containing 7.58 acres.

As shown on the survey of said property prepared by Ground Water Associates and dated June 17, 1970.

- C. Together with grantors rights and interest in a mutual driveway agreement for ingress and egress recorded on June 14, 1971 in Book 519 at page 50.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

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16,210

as more specifically described in said lease agreement, together with all appurtenances thereto and together with the buildings, improvements, fixtures, equipment and facilities thereunto belonging and all of its right and benefits under said lease contract. For the same consideration, the Assignor authorizes and directs said Safeway Stores, Incorporated, to pay said money to the Assignees and hereby covenants that such payments to the Assignees or their assigns, shall constitute a complete acquittance to the said Safeway Stores, Incorporated.

This assignment is made subject to a prior collateral assignment of said lease heretofore made to Bankers Life Company and recorded in Book 513 at Page 5 of the records of the County Clerk of Cleveland County, Oklahoma.

This Assignment is irrevocable and binding upon the assigns and successors of the respective parties hereto.

Dated this 22 day of Sept., 1973.

ODELL SPURLIN AND ASSOCIATES

By Odell Spurlin
Odell Spurlin

By Casey M. Jones
Casey M. Jones

By T. M. Fowler, Jr.
T. M. Fowler, Jr.

By Marguerite Fowler
Marguerite Fowler

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BL#17

41243

1982 MAR 23 2062 219

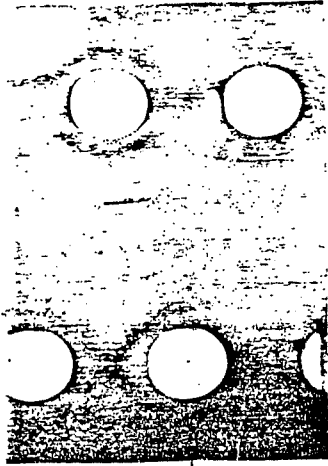
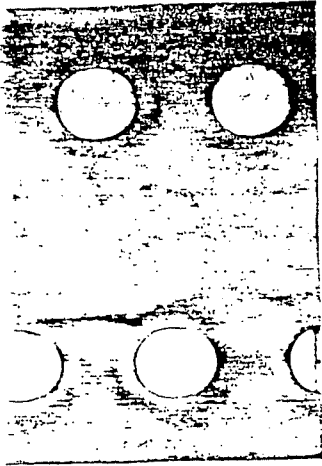
Record and Return to:

Ms. Molly Brown
Debevoise & Plimpton
875 Third Avenue
New York, New York 10022

FIRST TITLE AND ESCROW SERVICES, II
7606 East C1st, Suite 230
Tulsa, Okla. 74133
918-250-1841

RECORDED
APR 22 1982
COUNTY OF OKLAHOMA

Facility/Store No. 175
2300 W. Main
Norman, OK



2062 | 219

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

For good and valuable consideration received by SAFEWAY STORES, INCORPORATED, a Delaware corporation (herein, the "Assignor"), as successor in interest by merger to Safeway Stores, Incorporated, a Maryland corporation, from SWO ACQUISITION CORPORATION, a Delaware corporation (herein, the "Assignee"), Assignor has sold and does hereby assign, transfer and set over unto Assignee, its successors and assigns, all of the Assignor's estate, right, title and interest in, to and under that certain lease as modified, amended, supplemented and/or extended (collectively called "Lease") as set forth on Schedule "B" attached hereto and by this reference incorporated as part hereof, together with all of Assignor's right, title and interest in any and all options to purchase any part or all of the Property (as hereinafter defined), license agreements, easements, reciprocal parking agreements and other agreements affecting or pertaining to the Lease to which Assignor is a party or to the premises covered thereby (collectively, the "Related Agreements") as described in Schedule "B" hereto, whereby the lessor named therein has leased to Assignor an interest in real property (hereinafter called the "Property") as more particularly described in the Schedule "A" legal description attached hereto and by this reference incorporated as part hereof.

To have and to hold the same unto Assignee, its successors and assigns, for the remainder of the term of the Lease, together with all and singular the rights and appurtenances thereto in any way belonging to Assignee, its successors and assigns, forever; and the Assignor does hereby bind itself, its successors and assigns, to warrant and defend, all and singular, the Lease unto the Assignee, its successors and assigns, against every person whomsoever lawfully claiming, the same, or any part thereof, by, through and under Assignor, but not otherwise, and subject to the covenants herein by Assignee and the conditions contained in the Lease and henceforth to be performed and observed by Assignee and further subject to the Related Agreements and to easements, restrictions and rights-of-way of record or

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

NOV 20 1962 PAGE 220

apparent, if any. For the same consideration, Assignor does hereby assign to Assignee, its successors and assigns without warranty all Related Agreements, subject to the covenants herein by Assignee and henceforth to be performed and observed by Assignee.

In consideration of the foregoing assignment and for other good and valuable consideration received by Assignee from Assignor, Assignee hereby accepts said assignment subject to and upon the terms and conditions set forth in this instrument and the Lease. Assignee agrees that it shall have no claim or remedy against Assignor by virtue of lessor's act or failure to act under the Lease from and after the closing of the sale of the assets of the Oklahoma Retail Division of Assignor to Assignee (the "Closing"). Assignee hereby covenants with Assignor and lessor, for the benefit of any assignee or any successor in interest of lessor, that Assignee and its successors and assigns hereby assume and agree to keep, perform, fulfill or cause to be performed all of the terms, covenants, conditions and obligations contained in the Lease and Related Agreements which, by the terms thereof, are imposed upon Assignor and which accrue from and after the Closing, including but not limited to payment of the rent therein provided.

Each of Assignee and Assignor agrees that they will use good faith efforts to ensure that within ten (10) business days after receiving any notice from lessor relating to performance of Assignor's or Assignee's obligations under the Lease, the recipient of such notice shall send a copy of the same to the other party at the address shown beneath the applicable signature below, or to any other address either party from time to time may designate.

Assignee further agrees, at its sole cost and expense, to save harmless and to indemnify Assignor against any and all liabilities (including any claims for any personal injury, damage or destruction of real or personal property or any reasonable attorney's fees incurred by Assignor in defending itself) with respect to events occurring or liabilities accruing after the Closing. Assignor agrees to save harmless and indemnify Assignee against any and all liabilities (including any reasonable attorney's fees incurred by Assignee in defending itself) with respect to events occurring or liabilities accruing prior to the Closing.

It is the intention of the parties hereto that the terms and provisions of this Lease Assignment and Assumption Agreement shall become effective and operative from and after the date hereof.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

2062 PAGE 221

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of November 28, 1987.

"ASSIGNOR"

SAFeway STORES, INCORPORATED,
a Delaware corporation

By: Harry B. Sunderland
Harry B. Sunderland
Vice President

Address:

Safeway Stores, Incorporated
430 Jackson Street
Oakland, California 94660
Attn: Real Estate Law Division

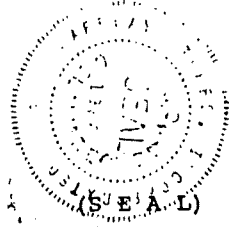
"ASSIGNEE"

SWO ACQUISITION CORPORATION,
a Delaware corporation

By: Joseph L. Rice, III
Joseph L. Rice, III
President

Address:

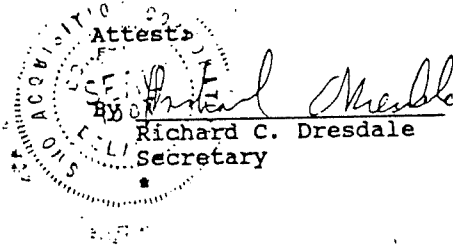
400 N.E. 36th Street
Oklahoma City, OK 73125
Attn: Donald R. Taylor



Attest:

By: Frithjof J. Dale
Frithjof J. Dale
Assistant Secretary

(S E A L)



Attest:

By: Richard C. Dresdale
Richard C. Dresdale
Secretary

TITLE EXCEPTIONS


RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOOK 2062 PAGE 222

OKLAHOMA ACKNOWLEDGMENT

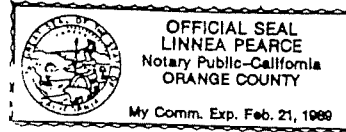
STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

The foregoing instrument was acknowledged before me this 17th day of November, 1987, by Harry D. Sunderland and Frithjof J. Dale, Vice President and Assistant Secretary, respectively, of Safeway Stores, Incorporated, a Delaware corporation, on behalf of said corporation.



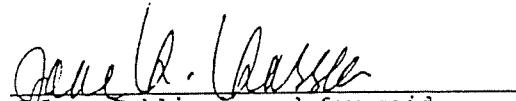
Notary Public

My Commission Expires:
February 21, 1989
(Seal)



STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 23rd day of November, 1987, by Joseph L. Rice, III and Richard C. Dresdale, President and Secretary, respectively, of SWO Acquisition Corporation, a Delaware corporation, on behalf of said corporation.



Notary Public in and for said
County and State

My Commission Expires:

(Seal)

JANE L. LARSEN
Notary Public, State of New York
No. 31-4898086
Qualified in New York County
Commission Expires June 15, 1989

TITLE EXCEPTIONS

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Facility/Store No. 175
2300 W. Main
Norman, OK

SCHEDULE "A"

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet N 89° 45' 37" E of the N.W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 83.24 feet, thence S 0° 03' 34" W a distance of 611.43 feet, thence N 89° 57' 43" W a distance of 231.95 feet; thence N 0° 03' 43" W a distance of 460.30 feet; thence N 89° 45' 37" E a distance of 150.00 feet thence N 0° 03' 43" W a distance of 150.00 feet to the point of beginning, containing 2.7452 acres.

TOGETHER WITH a nonexclusive easement for ingress and egress over the following parcels of land:

- (1) The southerly 30 feet; and
- (2) The westerly 35 feet of the easterly 75 feet (as measured perpendicularly from the east property line) of the following described property:

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 233.24 feet N 89° 45' 37" E of the N. W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 612.76 feet to the N. E. corner of said Block 1; thence S 13° 35' 50" W along the east line of said Block 1, a distance of 632.02 feet; thence N 89° 57' 43" W a distance of 464.80 feet; thence N 0° 03' 34" E a distance of 611.43 feet to the point of beginning, containing 7.58 acres.

As shown on the survey of said property prepared by Ground Water Associates and dated June 17, 1970.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOOK 2062 PAGE 224

Facility/Store No. 175
2300 W. Main
Norman, OK

SCHEDULE "B"

Lease dated December 8, 1970 between Odell Spurlin and Associates, a general partnership, as Lessor, and Safeway Stores, Incorporated, a Maryland corporation, as Lessee; Short Form Lease dated December 8, 1970, recorded December 17, 1970 in Book 513, Page 2, Cleveland County, Oklahoma.

Certificate of Ownership and Merger dated November 26, 1986 pursuant to which Safeway Stores, Incorporated, a Maryland corporation, was merged with and into Safeway Stores Holdings Corporation, a Delaware corporation, and Safeway Stores Holdings Corporation changed its name to Safeway Stores, Incorporated, a copy of which Certificate is attached to this Schedule "B" as Schedule "B-1" and incorporated herein.

Related Agreements:

Collateral Assignment of Lease and Rents, dated December 4, 1970, between Odell Spurlin and Associates, as Assignor, and Bankers Life Company, as Assignee.

Notice of Collateral Assignment of Lease and Rents, dated December 22, 1970, by Bankers Life Company to Safeway Stores, Incorporated.

Assignment of Lease dated September 22, 1973 between Odell Spurlin and Associates, as Assignor, and Russell E. Swartz, Jr. and Howard R. Sullivant, as Assignee.

License Agreement dated May 17, 1974 between Safeway Stores, Incorporated, as Licensor, and Fotomat Corporation, a Delaware corporation, as Licensee (Term: 10 years, may be expired).

License Agreement dated June 16, 1982 between Safeway Stores, Incorporated, as Licensor, and Recyc-al of Oklahoma City, a partnership, as Licensee (Term: 5 years, may be expired).

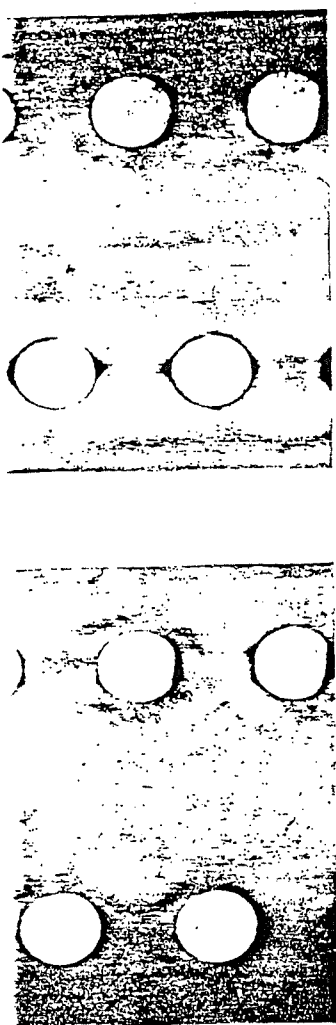
Mutual License Agreement dated February 22, 1971 between Realty Investments of Norman, Inc. and Safeway Stores, Incorporated, a Maryland corporation.

Mutual Driveway Agreement dated April 28, 1971 between Odell Spurlin and Associates, a partnership consisting of Odell Spurlin and Casey M. Jones, and Mobil Oil Corporation, a New York corporation, recorded June 14, 1971 in Book 519, Page 50, Cleveland County, Oklahoma.

LEASE ASSIGNMENT &
ASSUMPTION AGREEMENT

SCHEDULE "B"
1 of 1

OKLAHOMA CITY



TITLE EXCEPTIONS

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State of Delaware

PAGE 1

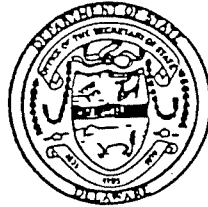


Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF OWNERSHIP OF THE "SAFEWAY STORES HOLDINGS CORPORATION" A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING "SAFEWAY STORES, INCORPORATED" A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MARYLAND, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 1986, AT 8:31 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFDRESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SAFEWAY STORES HOLDINGS CORPORATION", HAS RELINQUISHED ITS CORPORATE



863300184

Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: 11021181

DATE: 11/26/1986

CONTINUED ON PAGE 2

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

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PAGE 2

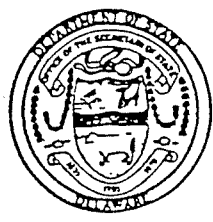
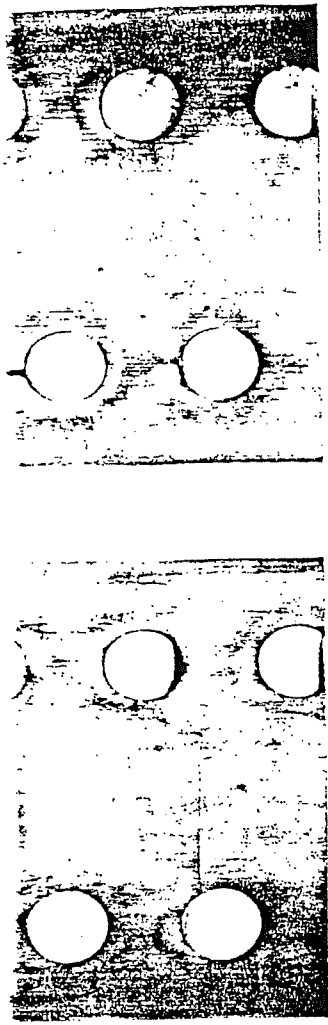
State of Delaware



Office of Secretary of State

TITLE AND ASSUMED IN PLACE THEREOF "SAFEWAY STORES, INCORPORATED"

.....



863300184

Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: 11021181
DATE: 11/26/1986

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOOK 2062 PAGE 227

CERTIFICATE OF OWNERSHIP AND MERGER
OF
SAFeway STORES HOLDINGS CORPORATION

SAFeway STORES HOLDINGS CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That said corporation owns all of the outstanding shares of capital stock of Safeway Stores, Incorporated, a Maryland corporation.

SECOND: That the Board of Directors of said corporation determined to merge into itself its wholly-owned subsidiary, Safeway Stores, Incorporated, pursuant to Section 253 of the Delaware General Corporation Law and Sections 3-105 and 3-109 of the Maryland General Corporation Law and adopted the following resolutions as of November 26, 1986:

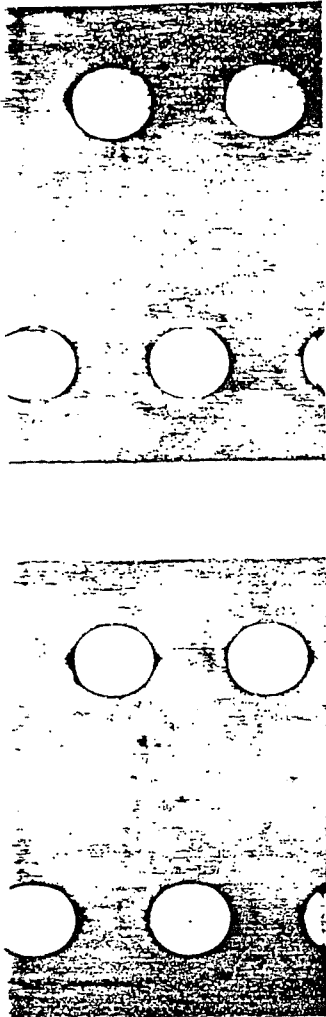
WHEREAS, this corporation owns all of the issued and outstanding shares of capital stock of Safeway Stores, Incorporated, a Maryland corporation; and

WHEREAS, this Board of Directors deems it advisable and in the best interests of this corporation that this corporation merge into itself Safeway Stores, Incorporated:

TITLE EXCEPTIONS

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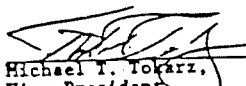
NOW, THEREFORE, BE IT RESOLVED, that this corporation merge Safeway Stores, Incorporated, its wholly-owned subsidiary corporation, into itself and assume all of its obligations pursuant to Section 253 of the Delaware General Corporation Law and Sections 3-105 and 3-109 of the Maryland General Corporation Law; and

RESOLVED FURTHER, that, upon the effective date of the merger, the name Safeway Stores Holdings Corporation shall be changed to Safeway Stores, Incorporated.

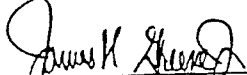
IN WITNESS WHEREOF, SAFEWAY STORES HOLDINGS CORPORATION has caused this certificate to be signed by Michael T. Tokarz, its Vice President, and James H. Greene, Jr., its Assistant Secretary, this 26th day of November, 1986.

SAFEWAY STORES HOLDINGS CORPORATION

By:


Michael T. Tokarz,
Vice President

ATTEST:


James H. Greene, Jr.
Assistant Secretary

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

DE #17

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OR RECORDED

42572

94 NOV -7 PM 1:59

BOOK 2595 PAGE 657

18/00
m

PAT DODSON
COUNTY CLERK
LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT
(Store #175 - Norman, OK)

For good and valuable consideration received by HOMELAND STORES, INC., a Delaware corporation (the "Assignor"), from HASTINGS BOOKS, MUSIC & VIDEO, INC., a Texas corporation (the "Assignee"), Assignor has sold and does hereby assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under that certain lease dated December 8, 1970, between Odell Spurlin and Associates and Safeway Stores Incorporated, whereby the lessor named therein has leased to Assignor an interest in real property (the "Property") as more particularly described on Exhibit A attached hereto and by this reference incorporated as part hereof, as modified, amended, supplemented and/or extended (collectively, the "Lease"), by this reference incorporated as part hereof, together with all of Assignor's right, title and interest in any and all options to purchase any part or all of the Property, license agreements, easements, reciprocal parking agreements and other agreements affecting or pertaining to the Lease to which Assignor is a party or to the premises covered thereby.

*Assignee, Myzola, Smith & Spurlin
P.O. Box 15005
Amarillo, TX 79105*

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, for the remainder of the term of the Lease, together with all and singular the rights and appurtenances thereto in any way belonging to Assignee, its successors and assigns, forever; and Assignor does hereby bind itself and its successors to warrant and defend, all and singular, the Lease unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming, the same, or any part thereof, by, through and under Assignor, but not otherwise, and subject to the covenants herein by Assignee and the conditions contained in the Lease and henceforth to be performed and observed by Assignee and to any easements, restrictions and rights-of-way of record.

In consideration of the foregoing assignment and for other good and valuable consideration received by Assignee from Assignor, Assignee hereby accepts such assignment subject to and upon the terms and conditions set forth in this instrument and the Lease. Assignee agrees that it shall have no claim or remedy against Assignor by virtue of lessor's act or failure to act under the Lease. Assignee hereby covenants with Assignor and lessor, for the benefit of any assignee or any successor in interest of lessor, that Assignee hereby assumes and agrees to keep, perform, fulfill or cause to be performed all of the terms, covenants, conditions and obligations contained in the Lease which, by

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOOK 2595 PAGE 658

the terms thereof, are imposed upon Assignor and which accrue from and after the effective date hereof, including but not limited to payment of the rent therein provided.

Assignee shall neither enter into nor consent to any amendment or modification of the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld; provided, however, consent shall not be necessary for any such amendment or modification which does not increase the obligations of Assignor under the Lease.

Assignor represents that, as of the date of execution of this Assignment:

- (i) The Lease has not been modified;
- (ii) The Lease is in full force;
- (iii) To the best of Assignor's knowledge, the lessor is not in default under the Lease;
- (iv) Assignor is not in default under the Lease;
- (v) Other than a lien and assignment in favor of The United States Trust Company of New York, as Trustee, there are no liens on the Lease and Assignor has not assigned its leasehold interest in the Lease; and
- (vi) There is no unpaid rent or other unpaid amounts required to be paid by Assignor under the Lease.

Assignee shall not assign the Lease or sublet the leased premises, without the prior written consent of Assignor, which consent shall not be unreasonably withheld; provided, however, that such consent shall not be necessary if Assignee irrevocably agrees to remain liable for all obligations of the Lease for the full remaining term of the Lease, together with any extensions. Assignor agrees to approve or disapprove any proposed assignment of the Lease or subletting of the leased premises within forty-five (45) days after receipt in writing from Assignee of request therefor and of the identity of the proposed assignee or sublessee and all of the terms of the proposed assignment or subletting. Any consent by Assignor to any assignment or subletting by Assignee shall not be construed to relieve Assignee of its obligations hereunder, of its obligations to obtain the written consent of Assignor to any further assignment or subletting or of any other obligation under the Lease.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOOK 2595 PAGE 659

Assignor makes no representations or warranties of any kind whatsoever, express or implied, with respect to the condition of the leased premises or the Property. Assignee has conducted such examination and inspection of the leased premises and the Property as it sees fit, including without limitation, such matters as zoning regulations, other governmental requirements, site and physical conditions, environmental matters and other matters affecting the use and condition of the leased premises or the Property, and is assuming the leasehold estate in the Property in its present "as is" condition as of the date hereof.

Each of Assignee and Assignor agrees that they will use good faith efforts to ensure that within ten (10) business days after receiving any notice from lessor relating to performance of Assignor's or Assignee's obligations under the Lease, the recipient of such notice shall send a copy of such notice to the other party at the address shown beneath the applicable signature below, or to any other address either party from time to time may designate.

Assignee further agrees, at its sole cost and expense, to save harmless and to indemnify Assignor against any and all liabilities arising from or related to the leased premises or the Property (including any claims for any personal injury, damage or destruction of real or personal property or any reasonable attorney's fees incurred by Assignor in defending itself) with respect to events occurring or liabilities accruing from and after the effective date hereof. Assignor agrees, at its sole cost and expense, to save harmless and indemnify Assignee against any and all liabilities arising from or related to the leased premises or the Property (including any claims for any personal injury, damage or destruction of real or personal property or any reasonable attorney's fees incurred by Assignee in defending itself) with respect to events occurring or liabilities accruing prior to the effective date hereof.

It is the intention of the parties hereto that the terms and provisions of this Lease Assignment and Assumption Agreement shall become effective and operative from and after October 17, 1994.

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOC-2595 PAGE 660

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 5th day of October, 1994.

ASSIGNOR:

HOMELAND STORES, INC.,
A Delaware corporation

By: [Signature]
Jack M. Hotker,
Senior Vice President/
Administration

ATTEST:

[Signature]
Secretary



Address:
P.O. Box 25008
Oklahoma City, OK 73125

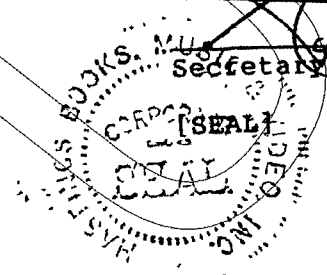
ASSIGNEE:

HASTINGS BOOKS, MUSIC &
VIDEO, INC.,
A Texas corporation

By: [Signature]
Title: President

ATTEST:

[Signature]
Secretary



GENE P. JONES
HASTINGS BOOKS, MUSIC & VIDEO, INC.
VICE PRESIDENT AND SECRETARY,
TREASURER & CHIEF FINANCIAL OFFICER

Address:

P.O. Box 35350
Amarillo, TX 79120-5350

TITLE EXCEPTIONS

RECORDED DOCUMENTS LISTED AS TITLE EXCEPTIONS

BOOK 2595 PAGE 662

EXHIBIT A

- A. A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1 which is 150.00 feet N 89° 45' 37" E of the N.W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 83.24 feet, thence S 0° 03' 34" W a distance of 611.43 feet, thence N 89° 57' 43" W a distance of 231.95 feet; thence N 0° 03' 43" W a distance of 460.30 feet; thence N 89° 45' 37" E a distance of 150.00 feet thence N 0° 03' 43" W a distance of 150.00 feet to the point of beginning, containing 2.7452 acres.

- B. TOGETHER WITH a nonexclusive easement for ingress and egress over the following parcels of land:

- (1) The southerly 30 feet; and
- (2) The westerly 35 feet of the easterly 75 feet (as measured perpendicularly from the east property line) of the following described property:

A part of Block 1, Jennings Estates No. 1 Addition to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at a point on the north line of said Block 1, which is 233.24 feet N 89° 45' 37" E of the N. W. corner of said Block 1; thence N 89° 45' 37" E along the north line of said Block 1 a distance of 612.76 feet to the N. E. corner of said Block 1; thence S 13° 35' 50" W along the east line of said Block 1, a distance of 632.02 feet; thence N 89° 57' 43" W a distance of 464.80 feet; thence N 0° 03' 34" E a distance of 611.43 feet to the point of beginning, containing 7.58 acres.

As shown on the survey of said property prepared by Ground Water Associates and dated June 17, 1970.

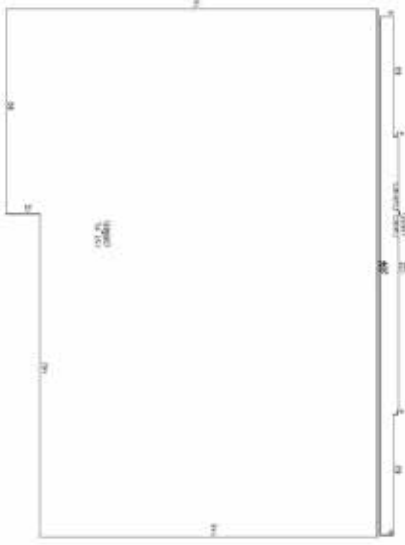
TAX RECORDS

TAX RECORDS

Cleveland County, Oklahoma - Property Record Card, Page 2
 Account: R0036712, Parcel: NC29 JENES 1 001
 Card: 1

GENERAL PARCEL INFORMATION SKETCH

Account R0036712
 Parcel NC29 JENES 1 001
 Owner DPS REV TRT
 Address 2300 W MAIN ST NORMAN 73069
 Account Type 110 - COMMERCIAL
 Legal Description JENNINGS ESTATES PRT BLK 1 BEG 150' E NW/C BLK 1 E
 Subdivision 83.24' S 61.1.43' W 231.95' N 460.30' E 150' N 150' POB
 Tax District JENES - JENNINGS ESTATES
 Acres NC29 - NORMAN CITY 29
 Mailing Address 2.74000
 9520 N May AVE , Unit Ste 301
 Oklahoma City OK 73120



VALUATION

	Market	Assessment	Taxable
Land Value	\$538,075.00	12%	\$64,569.00
Improvements	\$1,035,675.00	12%	\$124,281.00
Total Value	\$1,573,750.00	12%	\$188,850.00
Adjustments			\$0.00
Net Taxable			\$188,850.00

IMPROVEMENTS

Type	NA	Year Built
Community Shopping Center	0	1979
Interior	0	
Exterior	0	
Roof Type	0	
Roof Cover	0	
Floor Cover	0	
Foundation	0	
Rooms	0	
Bedrooms	0	
Baths	1.0	
Units	NA	
Value	NA	
Package Unit		
FLAT		
		\$1,035,675.00

ASBESTOS SURVEY REPORT

ASBESTOS SURVEY REPORT

ASBESTOS SURVEY

**Former Hastings Entertainment
2300 West Main Street
Norman, Oklahoma**

**ENERCON Project No. BOKF~00001
July 12, 2018**



Prepared For:

Mr. John Leforce
BOK Financial
499 West Sheridan Ave., Suite 2500
Oklahoma City, Oklahoma 73102
Office: (405)272-2197
e-mail: JLeforce@bokf.com

Prepared By:

Enercon Services, Inc.
1601 NW Expressway, Suite 1000
Oklahoma City, Oklahoma 73118



Submitted by:

A handwritten signature in black ink, appearing to read "Ben Baggett".

Ben Baggett
Industrial Hygienist/Safety Lead
bbaggett@enercon.com

Reviewed by:

A handwritten signature in black ink, appearing to read "Ed Pack".

Ed Pack
Environmental Specialist
epack@enercon.com

ASBESTOS SURVEY REPORT

TABLE OF CONTENTS

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Recommendations	ii
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3.3 Sample Collection and Analysis	2
4.0 REGULATORY OVERVIEW	2
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5.1 Findings and Conclusion.....	3
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6.0 GENERAL COMMENTS.....	4

Table 1 - Summary of Asbestos-Containing Building Materials

Table 2 - Summary of Bulk Material Samples & Laboratory Analytical Results

APPENDICES

- A Licenses and Certifications
- B Laboratory Reports of Analyses/Chain of Custody

ASBESTOS SURVEY REPORT



ASBESTOS SURVEY REPORT

Former Hastings Entertainment
2300 West Main Street
Norman, Oklahoma

Enercon Project Number: BOKF~00001
July 12, 2018

EXECUTIVE SUMMARY

Enercon Services Inc. (ENERCON) conducted an asbestos survey of the above-referenced building on July 2, 2018. The purpose of the asbestos survey was to locate, identify, and quantify asbestos-containing building materials (ACBMs) present in the building. Fifty-seven (57) bulk samples comprising sixty (60) discrete layers were collected from nineteen (19) homogeneous areas.

The following materials were identified to contain asbestos based on laboratory analyses or, according to AHERA protocol, were assumed to contain asbestos:

Summary of Bulk Material Samples & Laboratory Analytical Results

HA	Description	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity*
08	Black/yellow mix mastic below carpet squares Throughout retail area	5% Chrysotile	Cat I non-friable	Good	35,000 SF†
		PS			
		PS			
14	Cement board with aggregate (Front soffit)	5% Chrysotile	Cat II non-friable	Good	1,400 SF
		PS			
		PS			
15	Cement board with faux stucco (Front fascia)	25% Chrysotile	Cat II non-friable	Good	2,000 SF
ASSUMED	Exterior panels above glazing Front of building	ASSUMED	Cat II non-friable	Good	750 SF
ASSUMED	Roofing materials	ASSUMED	Cat I non-friable	Good	35,600 SF

SF = square feet

Category I includes asbestos-containing packings, gaskets, asphaltic roofing products, resilient flooring, and associated mastics. Category II includes all other non-friable materials

*Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey.

† Note: Apparent ACM mastic from a previous floor covering has been overlaid with non-ACM adhesive and therefore, cannot be fully quantified without removing the existing carpet.

ASBESTOS SURVEY REPORT



RECOMMENDATIONS

Renovation

Category I and Category II Non-friable Materials

Category I and Category II non-friable materials were identified at the subject site and observed in good condition. Removal must be performed by an Oklahoma licensed asbestos abatement contractor, or general contractor personnel who have received minimum 8-hour training specific to that Category ACM. Removal of the material should be observed and performed under the guidance of a 'competent person' as defined by the Occupational Safety and Health Administration (OSHA) in 29 Code of Federal Regulations (CFR) 1926.1101 Asbestos.

Demolition

Category I Non-friable Materials

According to the EPA, Category I non-friable materials (tar-impregnated roofing felts, asphalt tiles, asphalts and mastics) that are non-friable and will remain non-friable during proposed demolition methods are exempt from NESHAP requirements and need not be removed prior to demolition. This exemption assumes the demolition of the building does not include deliberate burning or activities that powder or otherwise damage and render the materials friable. Additionally, the building debris need not be disposed of as asbestos-containing waste material provided such Category I ACM remains non-friable. However, ENERCON recommends the landfill operator be notified that construction debris contains non-friable asbestos-containing materials.

Category II Non-friable Materials

The asbestos cement board and panels above the glazing are considered a Category II non-friable ACM; however, the material is considered likely to become friable during the demolition operation and must be removed prior to demolition of the structure. Removal must be performed by an Oklahoma licensed asbestos abatement contractor, or general contractor personnel who have received minimum 8-hour training specific to that Category II ACM. Removal of the material should be observed and performed under the guidance of a 'competent person' as defined by the Occupational Safety and Health Administration (OSHA) in 29 Code of Federal Regulations (CFR) 1926.1101 Asbestos.

ASBESTOS SURVEY REPORT



ASBESTOS SURVEY REPORT

**Former Hastings Entertainment
2300 West Main Street
Norman, Oklahoma**

Enercon Project Number: BOKF~00001
July 12, 2018

1.0 INTRODUCTION

Enercon Services Inc. (ENERCON) conducted an asbestos survey of the Former Hastings Entertainment located at 2300 West Main Street, Norman, Oklahoma. The survey was performed on July 2, 2018 by an AHERA¹ accredited and State of Oklahoma licensed asbestos inspectors in general accordance with Enercon's proposal dated June 19, 2018. The purpose of the asbestos survey was to locate, identify, and quantify asbestos-containing building materials (ACBMs) present in the building. It was understood that the building was scheduled for renovation.

2.0 FACILITY DESCRIPTION

The former Hastings Entertainment building is an approximate 35,686 square foot single story with mezzanine structure reportedly constructed in 1979. The building was vacant at the time of the survey.

3.0 FIELD ACTIVITIES

The survey was performed by Oklahoma AHERA-licensed Asbestos Inspectors Mr. Ben Baggett, (AHERA Asbestos Management Planner No. OK-133989) and Mr. Jerrod 'Hunter' Henrie (AHERA Asbestos Inspector No. OK-401011). Suspect ACM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulations under 40 Code of Federal Regulations (CFR) 763-Asbestos. A copy of the inspectors' licenses are attached as Appendix A.

3.1 Review and Visual Assessment

The survey consisted of a review of available plans and asbestos-related documents followed by a visual examination of building components and insulating materials to identify those suspected to contain asbestos. Suspect materials identified were categorized into homogeneous sampling areas to facilitate collection and analysis of samples. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM. Although reasonable effort was made to survey accessible suspect materials, additional suspect but unsampled materials could be located in walls, in voids, or in other concealed areas.

¹ Asbestos Hazard Emergency Response Act

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3.2 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.3 Sample Collection and Analysis

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with EPA sampling protocols. Random samples of suspect materials were collected in each homogeneous area. ENERCON collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Fifty-seven (57) bulk samples comprising sixty (60) discrete layers were collected from nineteen (19) homogeneous areas. Bulk samples were submitted under chain of custody to QuanTEM Laboratories, Inc. (QuanTEM) of Oklahoma City, Oklahoma and were analyzed by polarized light microscopy (PLM) with dispersion staining techniques per EPA's Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116). The percentage of asbestos, where applicable, was determined by microscopic visual estimation. QuanTEM is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP, Lab Code 101959). Laboratory reports of analyses and the chain of custody is attached as Appendix B.

4.0 REGULATORY OVERVIEW

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Regulated ACM (RACM) must be removed before renovation or demolition activities that will disturb the materials. RACM includes:

- Friable ACM;
- Category I non-friable ACM that has become friable or will be subjected to drilling, sanding, grinding, cutting, or abrading; and
- Category II non-friable ACM that could be crumbled, pulverized, or reduced to powder during renovation or demolition activities.

If the amount of RACM exceeds 260 linear feet of pipe insulation, more than 160 square feet in other building components, or will generate more than one cubic meter of waste, the owner or operator must provide the Oklahoma Department of Environmental Quality (ODEQ) with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities.

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Removal of RACM must be conducted by an appropriately accredited and licensed asbestos abatement contractor.

The Occupational Safety and Health Administration (OSHA) regulates workplace exposure to asbestos in 29 CFR 1926.1101, the asbestos standard for construction. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an eight hour time weighted average. The OSHA standard classifies construction and maintenance activities which could disturb ACM, and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

In the State of Oklahoma, the OSHA asbestos standard for the construction industry (29 CFR 1926.1101) is administered by the Oklahoma Department of Labor (ODOL) under the Oklahoma Asbestos Control Act (OAC) Title 40 § 450-456. The OAC requires that any asbestos-related activity conducted in a public building be performed by personnel licensed by the ODOL. Asbestos abatement must be performed by ODOL-licensed asbestos abatement contractors in accordance with a work plan or project design prepared by an ODOL-licensed asbestos project designer. Management plans developed for the in-place management of asbestos-containing materials must be developed by an ODOL-licensed management planner. In addition, third party air monitoring should be performed prior to, during, and following the abatement.

5.0 FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

5.1 Findings and Conclusion

Table 1 presents a summary of the classification, condition and approximate quantity of identified ACM. Table 2 presents a summary of bulk samples collected and analytical results.

Table 1
Summary of Bulk Material Samples & Laboratory Analytical Results

HA	Description	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity*
08	Black/yellow mix mastic below carpet squares Throughout retail area	5% Chrysotile	Cat I non-friable	Good	35,000 SF†
14	Cement board with aggregate (Front soffit)	5% Chrysotile	Cat II non-friable	Good	1,400 SF
15	Cement board with faux stucco (Front fascia)	25% Chrysotile	Cat II non-friable	Good	2,000 SF
ASSUMED	Exterior panels above glazing Front of building	ASSUMED	Cat II non-friable	Good	750 SF
ASSUMED	Roofing materials	ASSUMED	Cat I non-friable	Good	35,600 SF

SF = square feet

Category I includes asbestos-containing packings, gaskets, asphaltic roofing products, resilient flooring, and associated mastics. Category II includes all other non-friable materials

*Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey.

† Note: Apparent ACM mastic from a previous floor covering has been overlaid with non-ACM adhesive and therefore, cannot be fully quantified without removing the existing carpet.

ASBESTOS SURVEY REPORT



5.2 Recommendations

Renovation

Category I and Category II Non-friable Materials

Category I and Category II non-friable materials were identified at the subject site and observed in good condition. Removal must be performed by an Oklahoma licensed asbestos abatement contractor, or general contractor personnel who have received minimum 8-hour training specific to that Category ACM. Removal of the material should be observed and performed under the guidance of a 'competent person' as defined by the Occupational Safety and Health Administration (OSHA) in 29 Code of Federal Regulations (CFR) 1926.1101 Asbestos.

Demolition

Category I Non-friable Materials

According to the EPA, Category I non-friable materials (tar-impregnated roofing felts, asphalt tiles, asphalts and mastics) that are non-friable and will remain non-friable during proposed demolition methods are exempt from NESHAP requirements and need not be removed prior to demolition. This exemption assumes the demolition of the building does not include deliberate burning or activities that powder or otherwise damage and render the materials friable. Additionally, the building debris need not be disposed of as asbestos-containing waste material provided such Category I ACM remains non-friable. However, ENERCON recommends the landfill operator be notified that construction debris contains non-friable asbestos-containing materials.

Category II Non-friable Materials

The asbestos cement board and panels above the glazing are considered a Category II non-friable ACM; however, the material is considered likely to become friable during the demolition operation and must be removed prior to demolition of the structure. Removal must be performed by an Oklahoma licensed asbestos abatement contractor, or general contractor personnel who have received minimum 8-hour training specific to that Category II ACM. Removal of the material should be observed and performed under the guidance of a 'competent person' as defined by the Occupational Safety and Health Administration (OSHA) in 29 Code of Federal Regulations (CFR) 1926.1101 Asbestos.

6.0 GENERAL COMMENTS

This Asbestos Survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by BOK Financial for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. ENERCON does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

ASBESTOS SURVEY REPORT

Table 2
Summary of Bulk Material Samples & Laboratory Analytical Results

HA	Sample Number	Description	Sample Location	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity*
01	DWGB-01A	Drywall wallboard (Recent circa)	Entry	None detected	NA	NA	NA
	DWGB-01B		SW wall near back of retail	None detected			
	DWGB-01C		SE wall near back of retail	None detected			
02	DWJC-02A	Joint compound (Recent circa)	Entry	None detected	NA	NA	NA
	DWJC-02B		SW wall near back of retail	None detected			
	DWJC-02C		SE wall near back of retail	None detected			
03	DWGB-03A	Drywall wallboard (Vintage circa)	Gallery office	None detected	NA	NA	NA
	DWGB-03B		Gallery	None detected			
	DWGB-03C		Gallery	None detected			
04	DWJC-04A	Joint compound (Recent circa)	Gallery office	None detected	NA	NA	NA
	DWJC-04B		Gallery	None detected			
	DWJC-04C		Gallery	None detected			
05	WTEX-05A	Wall texture Throughout retail area	Coffee shop	None detected	NA	NA	NA
	WTEX-05B		Coffee shop	None detected			
	WTEX-05C		W wall	None detected			
	WTEX-05D		S wall	None detected			
	WTEX-05E		N wall	None detected			
06	SAT-06A	2'x4' Suspended ceiling tile Bottom layer	At registers	None detected	NA	NA	NA
	SAT-06B		At registers	None detected			
	SAT-06C		At registers	None detected			
07	SAT-07A	2'x4' Suspended ceiling tile Upper layer and gallery	Gallery office	None detected	NA	NA	NA
	SAT-07B		Gallery office	None detected			
	SAT-07C		Gallery office	None detected			

*Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey.

ASBESTOS SURVEY REPORT



**Table 2 (cont.)
Summary of Bulk Material Samples & Laboratory Analytical Results**

HA	Sample Number	Description	Sample Location	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity*
08	BM-08A	Black/yellow mix mastic below carpet squares Throughout retail area	Retail area	5% Chrysotile	Cat I non-friable	Good	35,000 SF†
	BM-08B		Retail area	PS			
	BM-08C		Retail area	PS			
09	GLU-09A	18"x18" tile with yellow mastic At registers	At registers	None detected	NA	NA	NA
	GLU-09B		At registers	None detected			
	GLU-09C		At registers	None detected			
10	CBM-10A	Cove base mastic (Yellow)	Gallery office	None detected	NA	NA	NA
	CBM-10B		Gallery office	None detected			
	CBM-10C		Gallery office	None detected			
11	CBM-11A	Cove base mastic (Black/Brown)	Gallery lookout	None detected	NA	NA	NA
	CBM-11B		Gallery lookout	None detected			
	CBM-11C		Gallery lookout	None detected			
12	CPM-12A	Carpet mastic	Gallery office	None detected	NA	NA	NA
	CPM-12B		Gallery lookout	None detected			
	CPM-12C		Gallery lookout	None detected			
13	CBM-13A	Cove base mastic (White) associated with green cove base	Retail area	None detected	NA	NA	NA
	CBM-13B		Retail area	None detected			
	CBM-13C		Retail area	None detected			
14	CB-14A	Cement board with aggregate (Front soffit)	Front Exterior	5% Chrysotile	Cat II non-friable	Good	1,400 SF
	CB-14B		Front Exterior	PS			
	CB-14C		Front Exterior	PS			
15	CB-15A	Cement board with faux stucco (Front fascia)	Front Exterior	25% Chrysotile	Cat II non-friable	Good	2,000 SF

† Note: Apparent ACM mastic from a previous floor covering has been overlaid with non-ACM adhesive and therefore, cannot be fully quantified without removing the existing carpet.

ASBESTOS SURVEY REPORT



**Table 2 (cont.)
Summary of Bulk Material Samples & Laboratory Analytical Results**

HA	Sample Number	Description	Sample Location	Percent/Type Asbestos	NESHAP Classification	Condition	Estimated Quantity*
16	DWJC-16A	Joint compound	Men's restroom	None detected	NA	NA	NA
	DWJC-16B		Women's restroom	None detected			
	DWJC-16C		Hallway	None detected			
17	WTEX-17A	Wall texture	Men's restroom	None detected	NA	NA	NA
	WTEX-17B		Women's restroom	None detected			
	WTEX-17C		Hallway	None detected			
18	FT-18A	12"x12" tile with yellow mastic	Men's restroom	None detected	NA	NA	NA
	FT-18B		Women's restroom	None detected			
	FT-18C		Hallway	None detected			
19	CBM-19A	Cove base mastic	Men's restroom	None detected	NA	NA	NA
	CBM-19B		Women's restroom	None detected			
	CBM-19C		Hallway	None detected			
ASSUMED		Exterior panels above glazing Front of building	Front Exterior	Assumed	Cat II non-friable	Good	750 SF
ASSUMED		Roofing materials	Roof	Assumed	Cat I non-friable	Good	35,600 SF

ASBESTOS-CONTAINING MATERIALS ARE BOLDED

RACM = regulated asbestos-containing material

NA = not applicable

PC = point count

PS = not analyzed under positive stop protocol

LF = linear feet

SF = square feet

EA = each

Category I includes asbestos-containing packings, gaskets, asphaltic roofing products, resilient flooring, and associated mastics. Category II includes all other non-friable materials

ASBESTOS SURVEY REPORT

APPENDIX A Licenses and Certifications

Oklahoma Department of Labor
Asbestos License

This certifies that **Ben Baggett**
has successfully met the certification requirements under
the Oklahoma Asbestos Control Act 40 O.S. § 450, et seq
Abatement of Friable Asbestos Materials Rules OAC
380.50 in the following:

Management Planner



License #: 133989
Expires: 04/10/2019
Issued: 05/07/2018



Not intended for identification purposes

Melissa M. Houston,
Labor Commissioner

Oklahoma Department of Labor
Asbestos License

This certifies that **Hunter Henrie**
has successfully met the certification requirements under
the Oklahoma Asbestos Control Act 40 O.S. § 450, et seq
Abatement of Friable Asbestos Materials Rules OAC
380.50 in the following:

Inspector



License #: 401011
Expires: 03/14/2019
Issued: 03/26/2018

Not intended for identification purposes

Melissa M. Houston,
Labor Commissioner

Oklahoma Department of Labor
Asbestos License

This certifies that **Ben Baggett**
has successfully met the certification requirements under
the Oklahoma Asbestos Control Act 40 O.S. § 450, et seq
Abatement of Friable Asbestos Materials Rules OAC
380.50 in the following:

Project Designer



License #: 143990
Expires: 03/08/2019
Issued: 05/07/2018

Not intended for identification purposes

Melissa M. Houston,
Labor Commissioner

If found return postage guaranteed

Oklahoma Department of Labor
3017 N Stiles, Suite 100
Oklahoma City, OK 73105

405-521-6100
www.labor.ok.gov

This license certifies only that the license holder has met the requirements to obtain this license and it is not intended for general identification purposes.

ASBESTOS SURVEY REPORT



APPENDIX B Laboratory Reports of Analyses/Chain of Custody

ASBESTOS SURVEY REPORT



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 296553 Client: Enercon - OKC
Account Number: A845 1601 Northwest Expressway
Date Received: 07/12/2018 Suite 1000
Received By: Travis Miller Oklahoma City, OK 73118
Date Analyzed: 07/12/2018 Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman Project Location: N/A
Methodology: EPA/600/R-93/116 Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	01-DWGB-01A	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 15	Gypsum
002	01-DWGB-01B	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 15	Gypsum
003	01-DWGB-01C	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 15	Gypsum
004	02-DWJC-02A	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
005	02-DWJC-02B	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
006	02-DWJC-02C	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
007	03-DWJC-03A	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 15	Gypsum

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

ASBESTOS SURVEY REPORT



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Account Number: A845	1601 Northwest Expressway
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Received By: Travis Miller	Oklahoma City, OK 73118
Date Analyzed: 07/12/2018	Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
008	03-DWJC-03B	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 15	Gypsum
009	03-DWJC-03C	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 15	Gypsum
010	04-DWJC-04A	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
011	04-DWJC-04B	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
012	04-DWJC-04C	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
013	05-WTEX-05A	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint

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Date Analyzed: 07/12/2018	Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
014	05-WTEX-05B	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
015	05-WTEX-05C	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
016	05-WTEX-05D	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
017	05-WTEX-05E	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
018	06-SAT-06A	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite Paint
019	06-SAT-06B	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite Paint
020	06-SAT-06C	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite Paint

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

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Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
021	07-SAT-07A	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite Paint
022	07-SAT-07B	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite Paint
023	07-SAT-07C	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 50 Glass Fiber 30	Perlite Paint
024	08-BM-08A	Homogeneous	Black/Yellow Mastic	Asbestos Present Chrysotile 5	NA	Tar Glue
025	08-BM-08B	**	** **	**	Not Analyzed	
Positive Stop						
026	08-BM-08C	**	** **	**	Not Analyzed	
Positive Stop						

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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Date Analyzed: 07/12/2018	Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
027	09-GLU-09A	Homogeneous	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
028	09-GLU-09B	Homogeneous	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
029	09-GLU-09C	Homogeneous	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
030	10-CBM-10A	Homogeneous	Yellow Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3
031	10-CBM-10B	Homogeneous	Yellow Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3
032	10-CBM-10C	Homogeneous	Yellow Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3
033	11-CBM-11A	Homogeneous	Brown Cove Base Mastic	Asbestos Not Present	NA	Glue

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
034	11-CBM-11B	Homogeneous	Brown Cove Base Mastic	Asbestos Not Present	NA	Glue
035	11-CBM-11C	Homogeneous	Brown Cove Base Mastic	Asbestos Not Present	NA	Glue
036	12-CPM-12A	Homogeneous	Yellow Carpet Mastic	Asbestos Not Present	NA	Glue
037	12-CPM-12B	Homogeneous	Yellow Carpet Mastic	Asbestos Not Present	NA	Glue
038	12-CPM-12C	Homogeneous	Yellow Carpet Mastic	Asbestos Not Present	NA	Glue
039	13-CBM-13A	Homogeneous	White Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

ASBESTOS SURVEY REPORT



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 296553	Client: Enercon - OKC
Account Number: A845	1601 Northwest Expressway
Date Received: 07/12/2018	Suite 1000
Received By: Travis Miller	Oklahoma City, OK 73118
Date Analyzed: 07/12/2018	Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
040	13-CBM-13B	Homogeneous	White Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3
041	13-CBM-13C	Homogeneous	White Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3
042	14-CB-14A	Homogeneous	Gray Cement Board	Asbestos Present Chrysotile 25	NA	CaCO3 Binder
043	14-CB-14B	**	** **	**	Not Analyzed	
Positive Stop						
044	14-CB-14C	**	** **	**	Not Analyzed	
Positive Stop						
045	15-CB-15A	Homogeneous	Gray Cement Board	Asbestos Present Chrysotile 25	NA	CaCO3 Binder
046	16-DWJC-16A	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3

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ASBESTOS SURVEY REPORT



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

QuanTEM Lab No. 296553	Client: Enercon - OKC
Account Number: A845	1601 Northwest Expressway
Date Received: 07/12/2018	Suite 1000
Received By: Travis Miller	Oklahoma City, OK 73118
Date Analyzed: 07/12/2018	Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
047	16-DWJC-16B	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
048	16-DWJC-16C	Homogeneous	White Joint Compound	Asbestos Not Present	NA	CaCO3
049	17-WTEX-17A	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
050	17-WTEX-17B	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
051	17-WTEX-17C	Homogeneous	White Wall Texture	Asbestos Not Present	NA	CaCO3 Paint
052	18-FT-18A	Layered	Tan Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl

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2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

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Date Analyzed: 07/12/2018	Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman	Project Location: N/A
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
052a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
053	18-FT-18B	Layered	Tan Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
053a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
054	18-FT-18C	Layered	Tan Floor Tile	Asbestos Not Present	NA	CaCO3 Vinyl
054a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
055	19-CBM-19A	Homogeneous	Yellow Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3
056	19-CBM-19B	Homogeneous	Yellow Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

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Date Analyzed: 07/12/2018 Project: 2300 W. Main, Norman
Analyzed By: Dee Ammerman Project Location: N/A
Methodology: EPA/600/R-93/116 Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
057	19-CBM-19C	Homogeneous	Yellow Cove Base Mastic	Asbestos Not Present	NA	Glue CaCO3

Dee Ammerman, Analyst

7/12/2018

Date of Report

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ASBESTOS SURVEY REPORT



1601 NW Expressway, Suite 1000 (405) 722-7693 Office
 Oklahoma City, Oklahoma 73118 (405) 722 7694 Fax

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Chain of Custody/Building Inspection Form

Project Site Name/Building Name: <u>2300 W. Main, Norman</u>		Inspector(s) <u>Ben Bygott, Hunter Henne</u>		Project #:		Email:	
HA #/Sample #	Mat. Class ¹	HA Material Description/ HA Location	Quantity	Material Sample Location	Friability ²	Phy. Cond. ³	Pot. For Disturb. ⁴
01A	S TSI M	dry wall (newer)?		entire SW wall (back)	F Cat. I. Cat. II.	G	NPD PD PSD
02A	S TSI M	joint compound (newer)?		entire SW wall (back)	F Cat. I. Cat. II.	G	NPD PD PSD
03A	S TSI M	dry wall (older)?		gallery	F Cat. I. Cat. II.	G	NPD PD PSD
04A	S TSI M	joint compound (older)?		" "	F Cat. I. Cat. II.	G	NPD PD PSD
05A	S TSI M	wall texture		coffee shop	F Cat. I. Cat. II.	G	NPD PD PSD
06A	S TSI M	↓		W wall	F Cat. I. Cat. II.	G	NPD PD PSD
07A	S TSI M	2x4 ceiling tile exposed layer		S wall	F Cat. I. Cat. II.	G	NPD PD PSD
08A	S TSI M	2x4 ceiling tile gallery		N wall	F Cat. I. Cat. II.	G	NPD PD PSD
09A	S TSI M	black/gelco mix below carpet square		at checkout rgs	F Cat. I. Cat. II.	G	NPD PD PSD
10A	S TSI M			" "	F Cat. I. Cat. II.	G	NPD PD PSD
11A	S TSI M			gallery office	F Cat. I. Cat. II.	G	NPD PD PSD
12A	S TSI M			gallery office	F Cat. I. Cat. II.	G	NPD PD PSD
13A	S TSI M			metal dry	F Cat. I. Cat. II.	G	NPD PD PSD

Turnaround Time: Rush 24 Hr. 72 Hr. Standard (5 day)

Positive Stop: Yes No
 Point Count: if <3%: Yes No

Relinquished By: [Signature] Date/Time: 7/2/18
 Relinquished By: [Signature] Date/Time: 8:08

Received By: [Signature] Date/Time: 18-15
 Received By: [Signature] Date/Time:

Comments: 3dy

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Page of
Chain of Custody/Building Inspection Form

Project Site Name/Building Name:		Inspector(s)		Project #:		Email:	
HA #/Sample #	Mat. Class ¹	HA Material Description / HA Location	Quantity	Material Sample Location	Friability ²	Phy. Cond. ³	Pot. For Disturb. ⁴
09A	S TSI M	18" f.e glue 2 registers		at checked area	F Cat I. Cat II.	G D SD	NPD PD PSD
10A	S TSI M	ceiling hang waste (yellow)		gully office	F Cat I. Cat II.	G D SD	NPD PD PSD
11A	S TSI M	cone base waste (black/brown)		gully lookout	F Cat I. Cat II.	G D SD	NPD PD PSD
12A	S TSI M	ceiling waste		gully office	F Cat I. Cat II.	G D SD	NPD PD PSD
13A	S TSI M	cone base (white material) green concrete		lookout lookout	F Cat I. Cat II.	G D SD	NPD PD PSD
14A	S TSI M	Cement Board/w aggregate		retail	F Cat I. Cat II.	G D SD	NPD PD PSD
15A	S TSI M	Cement board w/ stone (floor)		"	F Cat I. Cat II.	G D SD	NPD PD PSD
16A	S TSI M	joint compound		"	F Cat I. Cat II.	G D SD	NPD PD PSD
17A	S TSI M	wall texture		"	F Cat I. Cat II.	G D SD	NPD PD PSD

Turnaround Time: <u> </u> Rush <u> </u> 24 Hr. <u> </u> 72 Hr. <u> </u> Standard (5 day)	Relinquished By: <u> </u>	Date/Time: <u> </u>	Received By: <u> </u>	Date/Time: <u> </u>
Comments: <u> </u>	Positive Stop: Yes <u> </u> No <u> </u>	Point Count if <3%: Yes <u> </u> No <u> </u>	Received By: <u> </u>	Date/Time: <u> </u>

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Chain of Custody/Building Inspection

Project Site Name/Building Name:

Project #: _____

Collection Date: _____ Inspector(s) _____ Email: _____

HA #/Sample #	Mat. Class ¹	HA Material Description / HA Location	Quantity	Material Sample Location	Friability ²	Phy. Cond. ³	Pot. Disl.
18A	S TSI M	12 x 12 Floor tile w/ yellow mastic		West wall	F Cat I. Cat II.	G D SD	N F P
19A	S TSI M	Cove base mastic		West wall	F Cat I. Cat II.	G D SD	N F P
20	S TSI M				F Cat I. Cat II.	G D SD	N F P
	S TSI M				F Cat I. Cat II.	G D SD	N F P
	S TSI M				F Cat I. Cat II.	G D SD	N F P
	S TSI M				F Cat I. Cat II.	G D SD	N F P
	S TSI M				F Cat I. Cat II.	G D SD	N F P
	S TSI M				F Cat I. Cat II.	G D SD	N F P
	S TSI M				F Cat I. Cat II.	G D SD	N F P

Turnaround Time: _____ Rush _____ 24 Hr. _____ 72 Hr. _____ Standard (5 day)

Positive Stop: Yes _____ No _____
 Point Count if <3%: Yes _____ No _____

Relinquished By: _____ Date/Time: _____
 Relinquished By: _____ Date/Time: _____

Received By: _____ Date/Time: _____
 Received By: _____ Date/Time: _____

Comments: _____

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PROPERTY PHOTOS













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