


| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule A | |

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
 Issuing Office: 138 W. Main St, Purcell, OK 73080
 Issuing Office's ALTA® Registry ID: 0002360
 Loan ID No.:
 Commitment No.: 20201221-1
 Issuing Office File No.: 20201221
 Property Address:

SCHEDULE A

1. Commitment Date: July 7, 2020 at 07:59 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
 Proposed Insured:
 Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (06/17/06)
 Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:
 Vendera Management III, LLC and Vendera Resources III, LP and Trapezium Cluster Holdings, LLC, by virtue of a Deed filed March 18, 2019 in Book 3289 at Page 223.
5. The Land is described as follows:
 The NE/4 of SE/4 of Section 19, Township 4 North, Range 7 East, LESS AND EXCEPT a tract beginning a point on the East line of said NE/4 of SE/4 a distance of 436.5 feet South of the Northeast corner of said NE/4 of SE/4; thence South along the East line of said NE/4 of SE/4 a distance of 199.81 feet; thence n 89°43'37" W a distance of 221.46 feet; thence N 00°50'15" W a distance of 197.91 feet; thence N 89°43'52" E a distance of 224.35 feet to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A
(Continued)

Gayle Helton

Authorized Signature or Signatory


Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.




| | |
|---|---|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | <small>ISSUED BY</small> First American Title Insurance Company |
| Schedule A (Continued) | |

File No.: 20201221

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

The NE/4 of SE/4 of Section 19, Township 4 North, Range 7 East, LESS AND EXCEPT a tract beginning a point on the East line of said NE/4 of SE/4 a distance of 436.5 feet South of the Northeast corner of said NE/4 of SE/4; thence South along the East line of said NE/4 of SE/4 a distance of 199.81 feet; thence n 89°43'37" W a distance of 221.46 feet; thence N 00°50'15" W a distance of 197.91 feet; thence N 89°43'52" E a distance of 224.35 feet to the point of beginning.

| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule BI & BII | |

Commitment No.: 20201221-1

SCHEDULE B, PART I

Requirements


All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the premiums, fees, and charges for the Policy to the Company.
3. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
4. The General Partner of Vendera Resources III, LP, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed.
5. The manager of Vendera Management III LLC and Trapezium Cluster Holdings, LLC, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed.
6. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
7. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B- Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Oklahoma Minimum Standards for Land Surveying as set for the by Oklahoma State Board of Licensure for Professional Engineers and Surveyors.
8. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
9. Obtain a Final Report for issuance of title policy.
10. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
11. The notarization of all documents executed in connection with the transaction contemplated by this Commitment

Copyright 2020 American Land Title Association. All rights reserved.

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.



| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule BI and BII (Cont.) | |

Commitment No.: 20201221-1

shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:

EXCEPTION (Owner's policy):

"Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote on line notary session."

EXCEPTION (Loan policy):


"Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage."

12. Obtain a Uniform Commercial Code search as to Vendera Management III LLC and Vendera Resources III, LP and Trapezium Cluster Holdings, LLC in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. Obtain a court search as TO BE DETERMINED in Seminole County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
14. With respect to Vendera Management III LLC and Trapezium Cluster Holdings, LLC (the Company), furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
15. With respect to Vendera Resources III, LP, a limited partnership, furnish:
A copy of the certificate of limited partnership;
A full copy of the partnership agreement and any amendments;
Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
16. The Final Decree rendered in the estate of the prior owner distributes part of the subject lands to Melissa G. Cantrell. Submit for examination the valid recorded conveyance from the Devisee, with spouse is applicable, to the record title owners.

Copyright 2020 American Land Title Association. All rights reserved.

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.



| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule BI and BII (Cont.) | |

Commitment No.: 20201221-1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Statutory easement for roadway along Section line.
2. Pipeline easement in favor of Graben Gas and Water Company filed July 7, 1953 in Book 491 at Page 92.
3. Pipeline easement in favor of Rock Island Oil and Refining Co., Inc. filed August 17, 1953 in Book 493 at Page 530.

Copyright 2020 American Land Title Association. All rights reserved.

Reprinted under license from the American Land Title Association. This form has not been approved as an ALTA standard Form.



Special Exception #5

RIGHT OF WAY AGREEMENT

5219

THIS AGREEMENT made and entered into by and between

Mona Gray, a widow

hereinafter called the Grantor,

and Graber Gas and Water Company

a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of FORTY AND No/100

Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, rely and remove a pipe line for the purpose of the transportation of Gas, with the right of ingress and egress to and from the same, on, over and through certain lands

located in the County of Pontotoc State of Oklahoma

described as follows, to-wit:

Northeast quarter of Southeast Quarter of

Section Nineteen (19), Township Four (4) North,

Range Seven (7) East, containing 40 acres,

more or less.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintaining operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two persons so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, this

1st day of July, 1953

#5

WITNESSES:

Leonard Lamb
Jack Chadwick

Nora Gray Her
Mark

The name of Nora Gray was signed by
Leonard Lamb in her presence
and at her request and mark made by
Nora Gray.

OKLAHOMA FORM OF ACKNOWLEDGMENT WHEREBY THE SIGNER MAY EXECUTE BY HIS MARK

NOTE:--With reference to Oklahoma lands, when this instrument is executed by a person who is unable to write his name he shall execute the same by his mark, and his name shall be written near such mark by one of the persons who shall write their names on such instrument as witnesses.

STATE OF OKLAHOMA

COUNTY OF PONTOTOC

On this 1st day of July, 19 53, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Nora Gray, a widow

add _____ to me known to be the identical person who executed the within and foregoing instrument by her mark, in my presence and in the presence of Leonard Lamb

and Jack Chadwick as witnesses, the said Leonard Lamb signing the name _____ of the said Nora Gray

and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: June 17, 1956

Eric J. [Signature], Notary Public

Filed July 7, 1953 at 11:00 A.M. and recorded in Book 491 page 92 records of County Clerk, Pontotoc County, Oklahoma.

#6

RIGHT OF WAY CONTRACT

STATE OF OKLAHOMA

COUNTY OF PONTOTOC

} SS. 6133

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar (\$1.00) to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of Fifty Cents - - - - - (50¢) per rod line, to be paid when such grant shall be used and occupied, the undersigned do hereby grant and convey unto Rock Island Oil & Refining Co., Inc., its successors and assigns, a right of way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, remove and re-lay a pipe line and additional pipe lines for the transportation of oil, gas, petroleum or any of its products, and such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same, on, over and through certain lands situated in Pontotoc County, State of Oklahoma, to-wit:

Northeast Quarter of Southeast Quarter (NE/4 SE/4)
of Section 19, Township 4 North, Range 7 East,
containing 40 acres, more or less.

TO HAVE AND TO HOLD unto the said Rock Island Oil & Refining Co., Inc., its successors and assigns, as long as such lines and appurtenances thereto shall be maintained with ingress and egress to and from the same, for the purpose of constructing, inspecting, repairing and maintaining the same, and the removal of such at will, in whole or in part. The said grantors to fully use and enjoy the said premises, except for the purpose hereabove granted to the said Rock Island Oil & Refining Co., Inc., which hereby agrees to bury all pipe to a sufficient depth so as not to interfere with cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipe lines.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this 7 day of June A. D. 19 53

I wrote the name of Nora Gray at her request and in her presence, after she made her mark hereto.

Nora Gray
Subscribing Witness

Ed W. Wright
Additional Witness

S. V. Varner

#16

STATE OF OKLAHOMA)
COUNTY OF PONTOTOC) SS

On this 2nd day of June, A. D., 1953, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Nora Gray, to me known to be the identical person who executed the within and foregoing instrument by her mark, in my presence and in the presence of C. E. Wright and G. J. Norman as witnesses, the said C. E. Wright signing the name of the said Nora Gray, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

(Ethel Cherry Bowen)

Ethel Cherry Bowen

Notary Public.

My commission expires:

Oct 24 - 1955

STATE OF OKLAHOMA, PONTOTOC COUNTY: ss.

Filed for record Aug 17 1953 at 8:30 o'clock a M., and recorded in Book 492 Page 530 DOW THOMPSON, County Clerk. By L. L. Linn Deputy