

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

**Auction Tracts 11 - 14
(Custer County, Oklahoma)**

For October 13, 2022 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Lee O C Terminals, Inc. and L5 Ranch, LLC,
as their interests appear with respect to the property**

(List of contents appears in the following page.)

Contents:

Preliminary Title Insurance Schedules (Tr 11) (File No. 20221443)

Preliminary Title Insurance Schedules (Tr 12) (File No. 20221444)

Preliminary Title Insurance Schedules (Tr 13) (File No. 20221445)

Preliminary Title Insurance Schedules (Tr 14) (File No. 20221446)

Copies of recorded exceptions:

Recorded at:	Grantee:	Sch. B-II exception:			
		Tr 11	Tr 12	Tr 13	Tr 14
Book 487 at Page 595	Delhi Gas Pipeline Corporation	13			
Book 113 at Page 191	Upper Washita SCD			12	



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.: 20221443-1
Issuing Office File No.: 20221443
Property Address: Tr11, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
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 is, at the Commitment Date, vested in:

Lee O C Terminals, Inc., by Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.
5. The Land is described as follows:

The Northwest Quarter (NW/4) of Section 10, Township 13 North, Range 20 West, Custer County, Oklahoma

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.

Fidelity National Title Insurance Company

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemelica*
Marjorie Nemelica
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (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. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. 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.
8. 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.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-I
(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Lee O C Terminals, Inc., a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
13. Final Decree for R.W. Lee (299/213) is missing from abstract and should be added.
14. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, however, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.
15. Robert E. Lee, Jr. was the owner of an undivided interest. By the Warranty Deed in Book 1214 at Page 376 Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.
16. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.
17. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. 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.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Statutory easement for roadway along Section line.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-II
(Continued)

13. Right of Way Agreement in favor of Delhi Gas Pipeline Corporation recorded November 5, 1981 in Book 487 at Page 595.

NOTE: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.: 20221444-1
Issuing Office File No.: 20221444
Property Address: Tr 12, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
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 is, at the Commitment Date, vested in:

Lee O C Terminals, Inc., by Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.
5. The Land is described as follows:

The Southwest Quarter (SW/4) of Section 10, Township 13 North, Range 20 West, Custer County, Oklahoma.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.

Fidelity National Title Insurance Company

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Margaret Nemelica*
Margaret Nemelica
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (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. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. 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.
8. 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.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-I
(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Lee O C Terminals, Inc. a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
13. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, however, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.
14. Robert E. Lee, Jr. was the owner of an undivided interest. By the Warranty Deed in Book 1214 at Page 376 Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.
15. Final Decree for R.W. Lee (299/213), along with the Probate for Robert E. Lee (856/785).
16. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.
17. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. 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.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-II
(Continued)

12. Statutory easement for roadway along Section line.

NOTE: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.: 20221445-1
Issuing Office File No.: 20221445
Property Address: Tr 13, OK

SCHEDULE A

1. Commitment Date: September 8, 2020 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
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 is, at the Commitment Date, vested in:

N/2 SW/4 of Section 15 - Lee O C Terminals, Inc., by virtue of a Deed of Executor recorded October 26, 1979 in Book 413 at Page 86.
AND
NW/4 of Section 15 - Lee O C Terminals, Inc., by Executors Deed recorded October 26, 1979 in Book 413 at Page 86; Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.
5. The Land is described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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)

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section 15,
Township 13 North, Range 20 West, Custer County, Oklahoma.

Fidelity National Title Insurance Company

Gayle Helton

Michael J. Helton
Michael J. Helton
ATTORNEY AT LAW
Fidelity National Title Insurance Company

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 Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (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. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. 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.
8. 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.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-I

(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Lee O C Terminals, Inc., a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
13. Final Decree for R.W. Lee (299/213) is missing from abstract and should be added, along with the Probate for Robert E. Lee (856/785).
14. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, however, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.
15. Robert E. Lee, Jr. was the owner of an undivided interest by the Warranty Deed in Book 1214 at Page 376. Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.
16. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Quit Claim Deed recorded April 1, 2016 in Book 1703 at Page 462;
Quit Claim Deed recorded April 1, 2016 in Book 1703 at Page 464;
Quit Claim Deed recorded April 1, 2016 in Book 1703 at Page 466.
17. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.
18. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. 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.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-II

(Continued)

12. Easement in favor of Upper Washita SCD recorded December 31, 1956 in Book 113 at Page 191.

NOTE: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.: 20221446-1
Issuing Office File No.: 20221446
Property Address: Tr 14, OK

SCHEDULE A

1. Commitment Date: September 8, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
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 is, at the Commitment Date, vested in:

E/2 of Section 16 & NW SW of Section 15 - Lee O C Terminals, Inc., by virtue of a Deed of Executor recorded October 26, 1979 in Book 413 at Page 86.
AND
W/2 NW/4 of Section 15 - Lee O C Terminals, Inc., by Executors Deed recorded October 26, 1979 in Book 413 at Page 86; Quit Claim Deed recorded June 5, 2003 in Book 1206 at Page 510; June 5, 2003 in Book 1206 at Page 511; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 555; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 557; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 558; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 559; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 560; Quit Claim Deed recorded July 23, 2003 in Book 1211 at Page 561; Warranty Deed recorded August 14, 2003 in Book 1214 at Page 376 and a Quit Claim Deed recorded March 16, 2004 in Book 1234 at Page 151.
5. The Land is described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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)

The East Half (E/2) of Section 16, Township 13 North, Range 20 West, Custer County, Oklahoma and the West Half of the Northwest Quarter (W/2 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section 15, Township 13 North, Range 20 West, Custer County, Oklahoma.

Fidelity National Title Insurance Company

Gayle Helton

[Signature]
Marilyn Quinn
President
[Signature]
Thomas Smith
President

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 Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (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. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
7. 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.
8. 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.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Lee O C Terminals Inc. in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-I

(Continued)

11. Obtain a court search as to the Purchaser in Custer County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Lee O C Terminals, Inc., a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
13. Final Decree for R.W. Lee (299/213) is missing from abstract and should be added, along with the Probate for Robert E. Lee (856/785).
14. The Trustees of the R.E. Lee II Trust C conveyed all of the interest held by the Trust by the Quit Claim Deed in Book 1211 at Page 555, however, the deed was not executed by the original Trustees and no Memorandum of Trust was included in the materials examined. Submit for examination a valid recorded Memorandum of Trust and all appropriate instruments showing the succession of Trustees and further requirements will be made as necessary.
15. Robert E. Lee, Jr. was the owner of an undivided interest, by the Warranty Deed in Book 1214 at Page 376. Robert E. Lee, III, Personal Representative of the Estate of Robert E. Lee, Jr. Deceased, conveyed all of his right title and interest to Robert E. Lee, III and Robert L. Hughes, Successor Co-Trustees of the Robert E. Lee, II Trust C UTA Dated October 29, 1979. This conveyance has two problems. First it predates the Quit Claim Deed in Book 1211 at Page 555, but is filed after and no instrument was contained in the materials examined establishing the authority for it. Submit for examination the valid recorded Order from a Court of competent jurisdiction establishing the authority for the execution of the conveyance and another valid recorded conveyance from the Trustees to the record title owner shown above.
16. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.
17. A Survey must be obtained in order to finalize designation and description of the tracts to be insured.
18. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Quit Claim Deed recorded April 1, 2016 in Book 1703 at Page 462;

Quit Claim Deed recorded April 1, 2016 in Book 1703 at Page 464;

Quit Claim Deed recorded April 1, 2016 in Book 1703 at Page 466.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. Taxes for the year 2022 and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
4. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. 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.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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 B-II

(Continued)

12. Statutory easement for roadway along Section line.

NOTE: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; 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.



Delhi Gas Pipeline Corp.

#13

TXO-105

BOOK 487 PAGE 595

AFE Pending 826007
Inexco-Panther #1
Tract #12

State of Oklahoma, Custer County, ss. NOV 5 1981 at 9:30 am
Recorded in Book 487 Page 595-96 by Cathy Klein, County Clerk
Wreather Grades Numerical By Connie Harris Deputy



RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA

COUNTY OF Custer

For and in consideration of Five and more Dollars (\$5.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to DELHI GAS PIPELINE CORP.

2700 Fidelity Union Tower Dallas, Texas 75201

its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the first pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, alter, replace and remove pipelines and appurtenant facilities across, under and upon the lands of GRANTOR in the County of

Custer

State of OKLAHOMA, To wit:

A strip of land 50' wide across the NW/4 Section 10, T13N-R20W containing 35 lineal rods, more or less.

The easement herein granted is for one pipeline only, and shall be buried at least (48) forty-eight inches below the surface of the ground.

Grantee shall not place any facilities above the surface of the ground, except markers and vents where required by law.

After construction the area within the right-of-way and working area shall be restored to its original condition as nearly as is practicable.

In the event future work or repairs shall be necessary on the pipeline, Grantee shall pay additional damages caused by such work or repairs and agrees to restore the right-of-way area to its original condition as nearly as is reasonable practicable.

The width of said easement shall be 50' in width during construction and shall revert to a permanent width of twenty-five (25') feet thereafter.

~~THIS DOCUMENT IS A COPY OF THE ORIGINAL RECORD IN THE PUBLIC RECORDS OF CUSTER COUNTY, OKLAHOMA. IT IS NOT A VALID INSTRUMENT UNLESS IT IS IDENTICAL TO THE ORIGINAL RECORD.~~

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions, that may injure, endanger or interfere with the use of said pipeline. The GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD to GRANTEE, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, GRANTEE for the purposes herein granted, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of GRANTEE herein described; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to bury all pipe below normal plow depth and to pay for any physical damage to growing crops, timber, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities. The said GRANTOR has a right to fully use and enjoy said premises except as same may be necessary for the purposes herein granted to said GRANTEE.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement:

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this 17th day of August 1981

LANDOWNER'S SIGNATURE

M. S. Lee

Betty Lee Opsher

Robert E. Lee



TENANT'S CONSENT

The undersigned tenant and/or holder of a surface lease on the above described lands hereby grant his consent and approval to the above described easement, and the full use and exercise thereof, subject to the condition that any and all damages sustained to his crops and other property on said premises, as a result of the exercise of said rights under said consent, shall be paid to him.

EXECUTED this the _____ day of _____, 19____

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS. (Individual—Okla., Kan., Nebr.)
On this 17th day of August, 19 81 before me, a Notary Public in and for said County and State, personally appeared M.S. Lee and _____ and _____ his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:



[Signature]
Notary Public

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS. (Individual—Okla., Kan., Nebr.)
On this 17th day of August, 19 81 before me, a Notary Public in and for said County and State, personally appeared Betty Lee Upsher and _____ and _____ his wife, to me personally known to be the identical person who executed the within and foregoing instrument 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.

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

My commission expires:

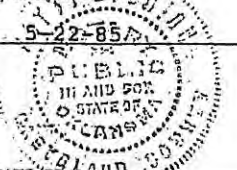


[Signature]
Notary Public

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS. (Individual—Okla., Kan., Nebr.)
On this 17th day of August, 19 81 before me, a Notary Public in and for said County and State, personally appeared Robert E. Lee and _____ and _____ his wife, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:



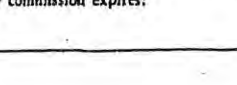
[Signature]
Notary Public

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS. (Corporation—Okla., Kan., Nebr.)
On this _____ day of _____, 19____ before me, a Notary Public in and for said County and State, personally appeared _____ to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ President of

a 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 such corporation for the uses and purposes therein set forth.

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

My commission expires:



[Signature]
Notary Public



191 #3681

Easement

DATE NO. 1

#12

THIS INDENTURE, made this 17th day of December, 1956,
 by Bessie L. and W. R. Lee, hereinafter referred to as the landowner,
 and Upper Washita SCD of Harmon, Oklahoma, hereinafter
 referred to as the local organization

WITNESSETH THAT:

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture, has been authorized by the Congress, in cooperation with local agencies and organizations, to carry out a program for watershed protection and flood prevention, and

WHEREAS, the local organization is cooperating in the installation of a project under said program in the Panther Creek Watershed, State of Oklahoma, in connection with which the local organization desires to secure certain rights in, over and upon the hereinafter described land of the landowner.

THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits accruing to the landowner from the installation of said project and other good and valuable considerations, the receipt whereof is hereby acknowledged, the landowner does hereby grant, bargain, sell, convey and release unto the local organization, to-wit: Upper Washita SCD

an easement in, over and upon the following described land situated in the County of Custer State of Oklahoma, to-wit:

The North East Quarter (NE $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$) of Section 15, Township 13 North, Range 20 West of the Indian Meridian, Custer County, Oklahoma.

1. The local organization shall have the right, privilege and authority to use said land for the installation, operation, maintenance and inspection of the following described works and measures, and for the storage of waters that may be impounded by any dam or other reservoir structure described below:

1 Flood Detention Reservoir

2. The local organization shall be responsible for operating, maintaining, and keeping in good repair the works and measures herein described.

3. The landowner reserves the right to use said land or any part thereof at any time and for any purpose, provided such use does not interfere with the full enjoyment by the local organization of the easement herein conveyed.

4. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by the landowner.

5. This easement shall include all easements, rights-of-way, rights, privileges and appurtenances in or to said land that may be necessary, useful or convenient for the full enjoyment of the easement herein conveyed.

6. The easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons, and recorded in the office of the County Clerk of the County in which the above described land is situated.

7. In the event (a) the works and measures herein described are not installed on said land within 120 months from the date hereof, or (b) the easement described herein is previously abandoned, the rights, privileges, and authority granted hereunder to the local organization shall be terminated.

8. Special Provisions:

3681 STATE OF OKLAHOMA
 COUNTY OF CUSTER
 This instrument filed this 17 day of December, 1956 at 8:50 AM
 in presence of Harmon
 and duly recorded in book Harmon
 Page 191
 M. S. OICK, ESQUIRE, County Clerk
 by Marshall H. Jordan Deputy

Bessie L. Lee
W. R. Lee
 (Signature of Landowner)

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
 COUNTY OF Custer } SS.
 Before me, the undersigned, a Notary Public in and for said County and State, on this Seventeenth (17) day of December, 1956, personally appeared Bessie L. Lee

W. R. Lee, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and official seal, the date and year last hereinabove written.



Marshall H. Jordan
 Notary Public