

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.:

20201755-1

Issuing Office File No.:

20201755

Property Address:

### **SCHEDULE A**

Commitment Date: September 25, 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 Trapezsium Cluster Holdings, LLC, by virtue of a Warranty Deed filed March 18, 2018 in Book 3289 at Page 223.

The Land is described as follows:

All of Lots 4 and 5 and the W/2 of NE/4 of SE/4 and S/2 of SE/4 of NE/4 and S/2 of NE/4 and SW/4 of NE/4 of Section 17, Township 5 North, Range 8 East;

and

A tract in the NE/4 of NE/4 of Section 17, Township 5 North, Range 8 East, more particularly described as follow: Commencing at the Southeast corner of the NE/4 of NE/4 of said Section 17; thence West a distance of 600 feet; thence north a distance of 870 feet; thence East a distance of 600 feet; thence South a distance o f807 feet to the point of beginning;

And

A tract in the NE/4 of SE/4 of NE/4 of Section 17, Township 5 North, Range 8 East, more particularly described as follows: Commencing at the Southeast corner of the NE/4 of NE/4 of said Section 17; thence South a distance of 145 feet; thence West a distance of 600 feet; thence North a distance of 145 feet; thence East a distance of 600 feet to the

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.

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# **SCHEDULE A**

(Continued)

place of beginning.

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.

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**First American Title Insurance Company** 

# Schedule A (Continued)

File No.: 20201755

### **LEGAL DESCRIPTION**

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

All of Lots 4 and 5 and the W/2 of NE/4 of SE/4 and S/2 of SE/4 of NE/4 and S/2 of NE/4 of SE/4 of NE/4 and SW/4 of NE/4 of Section 17, Township 5 North, Range 8 East;

and

A tract in the NE/4 of NE/4 of Section 17, Township 5 North, Range 8 East, more particularly described as follow: Commencing at the Southeast corner of the NE/4 of NE/4 of said Section 17; thence West a distance of 600 feet; thence north a distance of 870 feet; thence East a distance of 600 feet; thence South a distance of 807 feet to the point of beginning;

And

A tract in the NE/4 of SE/4 of NE/4 of Section 17, Township 5 North, Range 8 East, more particularly described as follows: Commencing at the Southeast corner of the NE/4 of NE/4 of said Section 17; thence South a distance of 145 feet; thence West a distance of 600 feet; thence North a distance of 145 feet; thence East a distance of 600 feet to the place of beginning.



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First American Title Insurance Company

# Schedule BI & BII

Commitment No.: 20201755-1

#### 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. 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.
- 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. Obtain a Final Report for issuance of title policy.
- 9. 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.
- 10. The notarization of all documents executed in connection with the transaction contemplated by this Commitment 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

AMERICAN LAND TITLE ASSOCIATION

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# Schedule BI and BII (Cont.)

Commitment No.: 20201755-1

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.""

- Obtain a Uniform Commercial Code search as to Vendera Management III LLC and Vendera Resources III, LP 11. 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.
- Obtain a court search as TO BE DETERMINED in Pontotoc County, and satisfy any judgments or liens which 12. might affect the subject property and have releases thereof filed of record.
- With respect to Vendera Management III LLC and Trapezium Cluster Holdings, LLC (the Company), furnish a 13. 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.
- With respect to Vendera Resources III, LP, a limited partnership, furnish: 14.

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.

- 15. 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 from 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.
- File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title 16. arising under the following "stray" instrument(s):

Instrument

Date Filed

Recording Info

QCD

12/26/01

Submit for examination a valid recorded Release of the Lease at Page 162 (1110/296) of the abstract. 17.

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### First American Title Insurance Company

# Schedule Bl and Bll (Cont.)

Commitment No.: 20201755-1

- Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are 18. paid for labor and/or materials which might from 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.
- 19. 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.
- 20. 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.
- 21. Obtain a Final Report for issuance of title policy.
- If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days 22. from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
- 23. The notarization of all documents executed in connection with the transaction contemplated by this Commitment 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.""
- All Policies will be issued with the appropriate version of the FA-Special Oklahoma Endorsement Examples are 24. attached to this Commitment.





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First American Title Insurance Company

# Schedule Bi and Bli (Cont.)

Commitment No.: 20201755-1

#### 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 Sinclair Pipe Line Company recorded Novebmer 29, 1927 in Book 89 at Page 40.
- 3. Pipeline easement in favor of J.W. Colvin recorded January 27, 1928 in book 93 at Page 69.
- 4. Pipeline easmeent recorded March 2, 1929 in Book 116 at Page 427.
- 5. Easement recorded Febuary 15, 1956 in Book 547 at Page 59.
- 6. Agreement recorded March 5, 1969 in Book 707 at Page 271.
- 7. Pipeline easement recorded May 26, 1969 in Book 771 at Page 206.
- 8. Pipeline easement recorded May 26, 1969 in Book 771 at Page 207.
- 9. Right of Way Agreement recorded August 6, 1998 in Book 1519 at Page 594.
- 10. Lease in favor of Sun Oil Company recorded September 24, 1981 in Book 1110 at Page 276.
- 11. Electric easement in favor of Western Farmers Electric Cooperative recorded December 7, 2007 in Book 2230 at Page 237.
- 12. Easement in favor of Western Farmers Electric Cooperative recorded December 7, 2007 in Book 2230 at Page 238.



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Form 63 P. L .-- 2M

# 40 RIGHT OF WAY CONTRACTS

	•
FOR AND IN CONSIDERATION OF THE SUM OF	\$ //0.75 the receipt of which is hereby acknowledged,
Muss B Wil.	, the receipt of which is hereby acknowledged,
- June 1	
hereafter called grantors, hereby grant unto SINCLAIR I	PIPE LINE COMPANY, a Maine corporation, hereafter called
or gas and also the right to law, maintain, inspect, operate, repli	PIPE LINE COMPANY, a Maine corporation, hereafter called ace, change or remove a pipe line for the transportation of oil t, operate and remove the company of the company o
CUMDIMENT and apparetue themselve is	The same and remove telephone lines and the
Page 1 2 2	do so, to be used in connection with any pipe line hereafter con- ng described land of which grantors warrant they are the owners
in fee simple, situated in County	y, State of: Oldevices
all I wat shing	in My
List a	ry, State of Township 5 M., Range 8 T.,  Section 1 Township 5 M., Range 8 T.,  Section 2 Township 5 M., Range 8 T.,
	Section 8 Township 15th ST
	Section Township Range St. Range Sc.
	Section, Township Range
	Saction
together with the right of ingress and egress to and from	said land for any and all purposes necessary and incident to
one of said grantee of the rights granted by the	ie contract P-Pool Meccasary and incident to
ABO for an additional assertances of a	
HIGH I DOE line on pine line 1	, amountains operates inspect, replace chapter or nomine an all
said land, and grantee agrees to pay granters for sach	, maintain, operate, inspect, replace, change or remove an addi- pe line for the transportation of oil or gas on, over and through
Q. The O. 17. 35	pe line for the transportation of oil or gas on, over and through dditional pipe line placed on said land by it the sum of
mich nine line on one and the fact of the or	Dollars on or before the time grantee commences to construct
Grantons received the transfer said land.	and grantee commences to construct
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A Salu Damages then the amount that a second	
VIUWS: UNE DV told dranton's t.	The work willing by this co his interpretation was an and and a second
waviis so selected shall be final and an analy	
will not interfere with cultivation of the surface of said	premises.
it is agreed that any payment hereunder may be mad	le direct to said grantors or any one of them, or by depositing
and payment to the credit of said grantors or any one of	them in the transmitted to the state of the
said grantors; and that the	it so made shall be deemed and considered as permant to
eirs, executors, administrators, personal representatives,	at so made shall be deemed and considered as payment to each issues of this contract shall extend to and be binding upon the successors and assigns of the paying house.
	successors and assigns of the parties hereto.
IN WITNESS WHEREOF, the parties have hereto se	of observations and the second
1927.	their hands and seals thisday
grad	
gned, sealed and delivered in the presence of	
W W al	Can A Dai a
	Jonas B milno
V.	(Sea)
-	(Seal)
·	·,
ATE OF OKLAHOMA.	,
Howlaton ss.	• • • • • • • • • • • • • • • • • • • •
County	
Before me, Can Cupling	2
Wor.	in and for said county and State, on this Zul day
, 192, personally appeared	Duas 3. Milus.
within and course	, to me known to be the identical person who executed
the structure of and acknowledged to m	ie that executed the same as he
voluntary, act and deed for the uses and purposes therei	- and family
Commission expires:	ul sei lotta.
/ San	$\mathcal{O}(1)$
bil: 1491	* Yould (heller
19411	1 Cant QQ Notary Public
#1690 Filed for K	ecord Dour of page Un
Nient	20 102 - 01 0 - 7-70

# RIGHT OF WAR

٠	FOR AND IN CONSIDERATION OF
	ONE HIEDRED FORTY SIX & 60/100 - (\$146.60) Dollars.
	to me in hand paid, receipt of which is hereby acknowledged
	Fleets & Osborn by Jones B. Milner Agent, D. A. Grumley by Jones B. Milner
	Agant, and Jonash. Milner, for himself
	and the
	do hereby grant to J. W. Golvin, his successors or assigns the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, on, over and through the follow-the transportation of oil or gas, on, over and through the following lands, situated in Pontotoc County, State of Oklahoma, described as follows, to-wit:
	as follows, to-wit:  -All of Section 17, Lying South and East of the Ganadian -All of Section 17, Lying South and East of the Ganadian
	Piver, except twenty acres known as the P arker twenty in Southeast Quarter, and Lot 8 in Section 18, all in Township & North and Range 8 East.
	100 0 44 300000
	the state of the s
•	with ingress and egress to and from same, The said grantors, their heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said J. W. Colvin who hereby agrees to pay any damages which may arise from the laying, maintaining and operating said pipe line; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantom, theirheirs or assigns, one by J. W. Colvin, his successors or assigns and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And it is hereby further agreed that J. W. Colvin, his successors or assigns shall have the right to any time to change the size of his pipes, the damage, if any, in making the change to be paid by said J. W. Colvin, his successors or assigns, as above set out.
	IN WITHERS WHEREOF, the party hereto have set his hand
•	this 27thday of January 1928 . Jones B. Milner
	for himself and as agent for the above named parties.
	the spoye named vot prene
	ACKNOLEDGEMENT
	STATE OF OKLAHOMA - PONTOTOC COUNTY: SS
	on this 17 day of Muray 1928 - before me, the undersighed, a Notary Public in and for the County and State aforesaid, personally appeared

to me known to be the identical person and foregoing instrument and acknowledged to me that Me executed the same as how free and voluntary act and deed for the uses and Gliwinness my hand and official seal, the day and date last In consideration of the sum of \$1.00 and other good and valueble consideration I. J. W. Colvin. do hereby well, assign and convey unto Alien Pipe line Company, a comporation, its successors or assigns, the within right of way grant for pipe line or lines, together with all my estate, right, title, interest, claim, property, demand of, in or to the same and the presides therein described. To have and to bold the presides therein described. To have and to hold the same forever subject nevertheless to the conditions therein contained Thress my hand mad thre STATE OF TEXAS - COUNTY OF HARRIS, ES On this Day of February, 1928, before me, the undersigned. No tary Public. In and for the County aforesaid, personally appeared J. W. Colvin to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he exequied the same as his free and voluntary act and deed for the uses and purposes therein set forth, IN WITHESS WHEREOF, I have hereinth set my hand and af no target seal the day and year last above written complesion expires : STATE OF OKLAHOMA This instrument filed for record this / day of

W. V -----

POR AND IN CONSIDERATION OF THE SUM OF CONTRACT  POR AND IN CONSIDERATION OF THE SUM OF CONTRACT  A CO	RIGHT OF WAY CONTRACT	zli.
hereafter called grustors, hereby grant unto SINCLAIR FIFE LINE COMPANY, a Maine corporation, hereafter called printers, hereby grant unto SINCLAIR FIFE LINE COMPANY, a Maine corporation, hereafter called printers and the control of the granters of the granters of the granters of the granter of the granters of the granter	y ather good aution	
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Section	grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation or gas and also the right to erect, install, maintain, inspect, operate and remove tolegraph and tolephone lines a equipment and apparatus therefor, if grantee desires to do so, to be used in connection with any pipe line hereaft structed by said-grantee on, over and through the following described land of which grantors warrant they are the	of oil and the er con- owners
Section		
together with the right of ingress and ogress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.  And for an additional consideration of One (\$1.00) Dollar, the receipt of which is herey acknowledged, and granters here the right and contract.  And for an additional consideration of One (\$1.00) Dollar, the receipt of which is herey acknowledged, and granters here the right and contract property and the property and prop	Me 14, and the hur /4, and St /4 Section 17, Township 5, Range	8
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the exercise by said grantee of the rights granted by this contract.  And for an additional spie line on pipe line and through said land.  Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantee. Grantes agrees to pay any damages caused to crops, pasturage and fences of grantors and all damages to said land caused by grantee's operations hereunder. In the event the parties hereto caused agree upon the amount of said damages, then the amount thereof shall be sacertained and determined by three disinterested personal celerida shall be assertained and determined by three disinterested personal celerida shall be final and conclusive on the parties hereto. Any pipeline laid heremader shall be buried as it will not interfere with cultivation of the surface of said grantees and the third by two so salected, and the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipeline laid heremader shall be buried as it will not interfere with cultivation of the surface of said granters or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the .  Bank of Markanda and payment so made shall be deemed and considered as payment to each of said grantors; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the piets, executors, administrators, personal representatives, successors and assigns of the parties hereto.  JOE BECK, County Clerk, By Markanda and delivered in the presence of the said granters of the payment so and the		
And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby reclawoyledged, said grantors hereby granted the right is any time to lay, maintain, operate, impact, replace, change or remove an additional pipe line or pipe lines elementation of oil or gas on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said into hy it the sum of the placed on said into the placed on said into hy it the sum of the placed on said into hy it the sum of the placed on said into hy it the sum of the placed on said into hy it the sum of the placed on said into hy it the sum of the placed on said said said on the placed on said said said said said said said said	together with the right of ingress and egress to and from said land for any and all purposes necessary and inci	dent to
hereby grant into said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines adoption-desirable-surphing line for the transportation of oil or gas on, were and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of develope line on, over and through said land.  Crantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantee. Grantee agrees to pay any damages caused to crops, pasturage and fences of grantors and any and all damage to said damages, then the amount thereof shall be ascertained and determined by three distributed and the said admages, then the amount thereof shall be ascertained and determined by three distributed ways of said three persons so selected shall be final and conclusive on the parties hereto. Any pipeline laid hereunder shall be buried so it will not interfere with cultivation of the surfaces of said premises.  It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the grantors, and instructors, personal representatives, successors and assigns of the parties hereto.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  SS.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  SS.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  This instrument filled for record this day of the parties hereto.  STATE OF OKLAHOMA  The presence of the payment of the payment of th	And for an additional consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, said o	rantors
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Signed, sealed and delivered in the presence of  J. W. M. M. M. (Seal)  Starts or extanoma,  SS.  County,  Belove include unless of Motorfallin and for said county and State, on this day of the unless of the presence of  and a lie military, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.  My Commission expires:  Jan 21st 1933.	IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 14th	day
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My Commission expires:  Jan 21st 1933,		free
Jan 21st 1933,		
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Right of Way Grant When recorded Please return to
MID-CONTINENT PIPE LINE COMPANY  c/o Right-of-Way and Claims Dept
KNOW ALL MEN BY THISB PRESERVES. F.O. BOX 331 Tuisa Okia
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ACKNOWLEDGMENT FOR INDIVIDUAL
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THE UNDERSIGNED, Lynn Olivo and Goldie Carman Olivo, his wife, (hereinafter referred to as "Grantor" whether one or more) for and in consideration of the sum of \$200.00, in hand paid by SUNRAY DX OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY DX OIL COMPANY, its successors and assigns, (hereinafter referred to as "Grantee"), the right to construct, maintain, operate, replace and remove a tank battery and lead lines for the transportation of oil, gas, other petroleum products and by products, on, over, through, under and across the following described lands located in Pontotoc County, State of Oklahoma, to-wit:

A tract of land in the NW of Sec. 17, T5N, R8E, more particularly described as follows:

The McCall No. 3 Well is located 330 feet
North of the South line of NWk and 330 feet
East of West line of SE of NWk. From this
well in a Northwesterly direction a distance
of 240 feet to a point of beginning, then
North 16 feet, then East 30 feet, then South
16 feet, then West 30 feet to point of beginning, with a 2-inch lead line from above
described property to the Southwest corner
of the NWk of Sec. 17, T5N, R8E, Pontotoc
County, Oklahoma,

together with the right of ingress and egress to and from the same.

The consideration above recited includes full compensation for any and all damages to the above described lands, any improvements, fences, ponds, timber, crops or vegetation thereon, that may be occasioned by, or incident to, the laying, erection, and construction of the tank battery and initial pipe line under the terms of this grant.

Grantor shall have the right to fully use and enjoy the said premises, except for the purposes and easement herein granted to the Grantee. Grantee agrees to pay any damages to growing crops of Grantor, resulting from the operation and maintenance of any tank battery or pipe line after the same have been constructed and laid and put in operation.

All pipe lines shall be laid upon a route selected by the Grantee, its successors or assigns, and shall, at the request of Grantor, be buried below plow depth.

TO HAVE AND TO HOLD said easement, rights and right of way unto SUNRAY DX OIL COMPANY, its successors or assigns, so long as the same shall be desired by the Grantee for any of the purposes aforesaid.

This agreement shall be deemed a covenant running with the lands described above, and shall enure to the benefit of,

STATE OF CALCA SS.  COUNTY OF CALCA SS.  Before me, a Notary Public in and for said county a state, on this 18 day of 1965, personal appeared Lynn Olivo and Soldie Carman Olivo, husband and wife to me known to be the identical persons who executed the with and foregoing instrument, and each for themselves acknowledge me that they executed the same as their free and voluntary ac and deed for the uses and purposes therein set forth.  Witness my hand and seal the day and year last above the same as the same		CALL DESCRIPTION OF THE PARTY O
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Book 107 at Page 37/	Witness my hand a written.  My Commission Expires:	Notary Public  STATE OF OKLAHOMA   Pontotec County   SS No  Filed for record on the day of March 19 65 at 8:00
DUM HOMPSON, County Clark	Witness my hand a written.  My Commission Expires:	Notary Public  STATE OF OKLAHOMA   Pontotec County   SS No.  Filed for record on the
	Witness my hand a written.  My Commission Expires:	STATE OF OKLAHOMA SS No.  Filed for record on the

#### RIGHT OF WAY AGREEMENT

and	THE UNDERSIGNED, Phillip Milner 873  This wife, (hereinafter referred to
as ' in h here cess stru oil	'GRANTOR'' whether one or more) for and in consideration of the sum of \$ 375.80 , and paid by SUNKAYEN OIL COMPANY, a corporation, the receipt and sufficiency of which is by acknowledged, does hereby grant, sell and convey unto SUNKAYAY OIL COMPANY, its sucors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to concit, lay, maintain, operate, and, replace and remove a pipe line or lines for the transportation of gas, other petroleum products and by-products, or water, and the sum of the su
folio	wing described lands located in Pontotoc County,
Stat	e of Oklahoma , to-wit:
	13 poles & 3 anchors for electric transmission line across W/2 NW/4 SE/4, NE/4 SW/4, Lot 6, NW/4 SW/4, and Lot 8 Section 17-5N-8E @ \$1.00/pole & \$1.50/ac 5912' or 358.3 rods of 2" and 3" flow lines and injection lines across E/2 NW/5 SE/4, SW/4 SW/4, and S/2 NW/4 Section 17-5N8E @ \$1.00/rod Payment of \$17.50 Poles and Anchors \$358.30 Lines \$375.80 Total
	Paid by Draft No. 13802.
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toge	ether with the right of ingress and egress to and from the same.
ogc	The consideration above recited includes full compensation for any and all damages to the above cribed lands, any improvements, fences, ponds, timber, crops or vegetation thereon, that may be asioned by, or incident to, the laying, erection, and construction of the initial pipe line under the terms his grant.
	Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional
afte sati and line	sideration ofcents per lineal rod for each additional pipe line or lines so laid in the initial pipe line, and the additional consideration so paid shall likewise include full compensor for any and all damages, as stated above, that may be occasioned by, or incident to, the laying construction of such additional pipe line or lines. In the event more than one additional pipes are laid in a single operation or in the same ditch, such lines shall be considered a single line for purposes of calculating the additional consideration to be paid for the laying thereof.
of (	GRANTOR shall have the right to fully use and enjoy the said premises, except for the purposes easement herein granted to the GRANTEE. GRANTEE agrees to pay any damages to growing crops GRANTOR, resulting from the operation and maintenance of any pipe line or lines after the same e been laid and put in operation.
sha	All pipe lines shall be laid upon a route selected by the GRANTEE, its successors or assigns, and II, at the request of GRANTOR, be buried below plow depth.
	TO HAVE AND TO HOLD said easement, rights and right of way unto SUN <b>KAXXXXX</b> OIL COM- NY, its successors or assigns, so long as the same shall be desired by the GRANTEE for any of purposes aforesaid.
	This agreement shall be deemed a covenant running with the lands described above, and shall re to the benefit of, and be binding upon, the GRANTOR, their heirs, devisees, representatives assigns.
	Executed this 25 day of Agril 1969
۳.,	con the man of the contraction o
riie	for record STATE OF OV.
In E	POOK 72 TO THE THE MAN POWE
	STATE OF OKLAHOMA, PONTOTOC COUNTY: SS.
	DOW THOMPSON at POO VUNTY: Se
CT.	TE OF OK/A County Class O'Opc. 4. M
211	STATE OF OKLAHOMA, PONTOTOC COUNTY: SS.  ATE OF OKLAHOMA, PONTOTOC COUNTY: SS.  ATE OF OKLAHOMA, County Clerk, By Ss.
CO	Deputy 1 3
	Before me, a Notary Public in and for said county and state, on this day of
	April , 1969, personally appeared Phillip T. Milne
me	husband and wife, to me known to be the identical sons who executed the within and foregoing instrument, and each for themselves acknowledged to that they executed the same as their free and voluntary act and deed for the uses and purposes rein set forth.
,	Witness my hand and seal the day and year last above written.
	commission expires: Notary Public

#### RIGHT OF WAY AGREEMENT

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THE UNDERSIGNED,	W. W. Gibson	1974	•	•
and		hin	wife, (hereinafte	ar rafaired t
as "GRANTOR" whether one of in hand paid by SUNKAPANY (hereby acknowledged, does here cessors and assigns, (hereinafte struct, lay, maintain, operate, roil gas, other petroleum production of the pet	er referred to as "GRAI relay, replace and remo ucts and by-products, o Pontotoc	sideration of the correction, the receiped unto SUNKARA NTEE"), the right or correction over the supplemental supplements of the supplements of th	sum of \$ 54.50 of and sufficiency COOX OIL COMPA of way and easer	of which is NY, its suc- ment to con-
State of Oklahoma	_, to-wit:		•	,
2" flow line and inject 17-5N-8E, 900' or 54.5	ction line across W 5 rods @ \$1.00/rod,	/2 NE/4 SE/4 ar Total \$54.50.	nd SE/4 SW/4 NE Paid by Draft	E/4 Sec : No. 1380
A	, <del>-</del>			
Filed for record	ATE OF OKLAHOM  20 26 19 4  20 7 DOW THOMPSO	A, PONTOTOO	COUNTY: SS	ار د الموجود الم
n. Book / Page	207 DOW THOMPSO	N. County Clerk. B	1 Digee	L Deput
together with the right of ingres			-	* /
The consideration above red described lands, any improvement occasioned by, or incident to, the of this grant.	cited includes full comp nts, fences, ponds, tim laying, erection, and cor	pensation for any ober, crops or vege nstruction of the in	and all damages to station thereon, the itial pipe line unde	o the above not may be er the terms
Should more than one pipe	line be laid under the t	erms hereof. GRAI	NTEE shall now as	والماد والمطالبات
after the initial pipe line, and the sation for any and all damages, and construction of such addition lines are laid in a single operation the purposes of calculating the construction of such additional single operations.	————cents per lineal me additional considerations stated above, that me all pipe line or lines.  In or in the same ditch, additional consideration	od for each addition so paid shall far be occasioned linthe event more such lines shall be to be paid for the	onal pipe line or li ikewise include fu by, or incident to, e than one addit considered a sing e laying thereof	ines so laid all compen- the laying tional pipe gle line for
GRANTOR shall have the rig and easement herein granted to the of GRANTOR, resulting from the have been laid and put in operat	ght to fully use and enj he GRANTEE. GRANTI	oy the said premi	ses, except for th	e purposes- wing crops the same
All pipe lines shall be loid u shall, at the request of GRANTO	pon a route selected by PR, be buried below plo	the GRANTEE, it	's successors or as	signs, and
TO HAVE AND TO HOLD : PANY, its successors or assigns, the purposes aforesaid.			nto SUN <b>RXXXXX</b> y the GRANTEE	OIL COM- for any of
This agreement shall be dee enure to the benefit of, and be and assigns.	emed a covenant runnir binding upon, the GRA	ng with the lands ANTOR, their hei	described-above, rs, devisees, repre	and shall sentatives
Executed this <u>26</u> day	of April			
		W. W.	Lekon	. ~
STATE OF Oklahoma			-	
COUNTY OF Pont ot oc	SS.			
Before me, a Notary Public in April , 19	and for said county ar 69, personally appea	od state, on this	26th Hibson	day of
persons who executed the within me that they executed the same a therein set forth.	and foregoing instrume s their free and volunto	and and wife, to m nt, and each for th ary act and deed	o t	identical ledged to purposes
Witness my hand and seal th	e day and year last ab	ove written.		
	and the same of th			

My commission expires: 9/28/70

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#C5147

# RIGHT OF WAY AGREEMENT CATHODIC PROTECTION UNIT

THE STATE OF OKLAHOMA

COUNTY OF PONTOTOC

KNOW ALL MEN BY THESE PRESENTS, Benny Prentice and Kattie Prentice, husband and wife, for and in consideration of the sum of Ten and No/100 Dollars paid by Mid-Continent Pipe Line Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Mid-Continent Pipe Line Company, an Oklahoma corporation with an office at 907 S. Detroit, P.O. Box 2039, Tulsa, Oklahoma 74102, the right of way to construct, operate, maintain, replace and remove a deep well anode system, including but not limited to anodes, electrical power poles, rectifiers, wiring, and protective guard rail necessary to apply cathodic protection to said Company's pipeline, on, over and through the following described land situated in Pontotoc County, Oklahoma, to-wit:

#### Lot 4 and the SW/4 NE/4 of Section 17, Township 5 North, Range 8 East

TO HAVE AND TO HOLD said right of way or easement unto the said Mid-Continent Pipe Line Company, its successors and assigns. But it is understood that the Grantors, their heirs or assigns retain the right to use and enjoy the said premises for all purposes not inconsistent with the rights herein granted to Mid-Continent Pipe Line Company, its successors or assigns.

Said Mid-Continent Pipe Line Company, its successors or assigns, hereby agree to pay any damages to crops and fences which may arise from constructing, operating, maintaining, replacing and removing said cathodic protection system; such damages, if not agreed upon, to be determined by three disinterested persons as arbitrators, one of whom to be appointed by the Grantors, their heirs or assigns, and one by the Grantee, its successors or assigns, and the third by the two appointed as aforesaid, and the award of any two of such persons shall be final and conclusive. No action for damages shall lie against Grantee, its successors or assigns, until the expiration of thirty (30) days from the date of the final award of said arbitrators.

It is understood that the party securing this grant in behalf of Grantee has no authority to make any agreement not expressed herein.

WITNESS the signatures of Grantors this the 17th day of augus

Benny Prentice

Kattie Prentice

ALD98043

### ACKNOWLEDGMENT

STATE OF	bluhema	}
COUNTY OF	Pontoter	}

Before me, the undersigned, a Notary Public within and for the above named County and State, on this 11 day of 2, 1998, personally appeared Benny Prentice and Kattie Prentice, husband and wife, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires

M-14-2000



STATE OF OKLAHOMA PONTOTOC COUNTY SS Filed for record

At 8 o'clock M., and recorded

AUG 2 6 1998

book 1/9 at page 59 LYNN LOFTON, County Clerk Deputy:

SURFACE LEASE AND

RIGHT-OF-WAY AND EASEMENT

THE STATE OF OKLAHOMA

COUNTY OF PONTOTOC

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and 0.V.C. Dollars, in hand paid, the receipt of which is hereby acknowledged, EDWIN LYNN OLIVO and GOLDIE CARMEN OLIVO, husband and wife, of 117 E. Cherokee, Skiatook, Oklahoma 74070, hereinafter called GRANTOR, hereby grants and conveys to SUN OIL COMPANY (DELAWARE), a corporation, P. O. Box 2880, Dallas, Texas 75221, its successors and assigns, hereinafter called GRANTEE. a surface lease and a right-of-way and easement over, across and through the lands described as follows:

> Beginning at a point 2400 ft. North and 150 ft. East of the Southwest corner of the Northeast Quarter of Section 17-T5N-R8E, Pontotoc County, Oklahoma, Thence East 400 ft., Thence North 200 ft., Thence West 400 ft., Thence South 200 ft. to the point of beginning, containing 1.84 acres, more or less.

Also a Right-of-Way from said tract of land located in the NE/4 of Section 17-T5N-R8E to an existing surface lease in the NW/4 of Section 17-T5N-R8E dated July 13, 1966 recorded in Book 730, Page 71, Pontotoc County, Oklahoma as per plat attached as Exhibit "A".

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, for the term, at the rental, for the uses and purposes, and subject to the covenants, conditions and stipulations hereinafter set forth.

It is hereby agreed by and between the parties hereto, as follows:

- 1. The term of this lease shall be for a period of one (1) year from the date hereof, with the right and privilege granted to GRANTEE, its successors and assigns, to continue this lease from year to year thereafter for so long as GRANTEE, its successors and assigns, shall need or desire the rights and privileges herein granted for the life of the well locations on the above described land for the Snell Heirs Trust No. 1 Well location with TD on Lot 11, in the SE/4 of Section 8-T5N-R8E, Hughes County, Oklahoma, and the O. L. Hill No. 1 Well location with TD on Lot 10, in SE/4 of Section 8-T5N-R8E, Hughes County, Oklahoma, provided that GRANTEE shall pay to GRANTOR or to their credit in the

  Exchange Bank at Skiatook Oklahoma 74070

  annually inJadvance, the sum of SIX HUNDRED DOLLARS (\$600.00). No change in the ownership of the above described premises shall be binding on GRANTEE until it has been furnished with the original instrument of conveyance or transfer, or a certified copy thereof at least 30 days in advance of the rental date.
- 2. Grantee, for the purpose of conducting oil and gas operations in the area, shall have the right to drill oil wells on the leased premises. It being the intent of the parties that Grantee shall have the full, free and exclusive use of the surface of said land and premises during the term of this lease, or any extension or renewal thereof, together with the right of ingress and egress to and from said land, for the drilling of the Snell Heirs Trust No. 1 and the O. L. Hill No. 1 locations or producing wells.
- 3. It is understood and agreed that pipelines, materials, equipment and any improvements placed upon the above described premises by GRANTEE, its successors and assigns, under the terms and provisions of this lease, shall be and remain the property of GRANTEE, and upon expiration of this lease, GRANTEE shall have a reasonable time in which to remove the same.

ORIGINAL PAPERS

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- 4. GRANTOR agrees to pay the ad valorem taxes on the tract of land leased herein, but GRANTEE shall pay all taxes assessed against any structures, material and equipment placed thereon by GRANTEE.
- 5. GRANTOR grants to the GRANTEE a Right-of-Way and Easement to lay lines in a Right-of-Way 45 feet wide for a distance of 2640 ft. from the above leased tract of land to an existing leased tract of land, recorded in Book 730, Page 71, Pontotoc County, Oklahoma, all in the N/2 of Section 17-T5N-R8E, Pontotoc County, Oklahoma.
- 6. This lease, and all of the terms and provisions hereof, shall extend to and be binding upon the heirs, devisees, executors, administrators, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of day of <u>Scotember</u>, 1981.

GRANTOR:

and State, on this \_\_\_\_\_ day of \_\_\_\_\_\_, 1981, personally appeared by Edwin Lynn Olivo and Coldie Carmer Olivo

to me known to be the identical persons who executed the within and foregoing \_\_\_\_, 1981, personally appeared

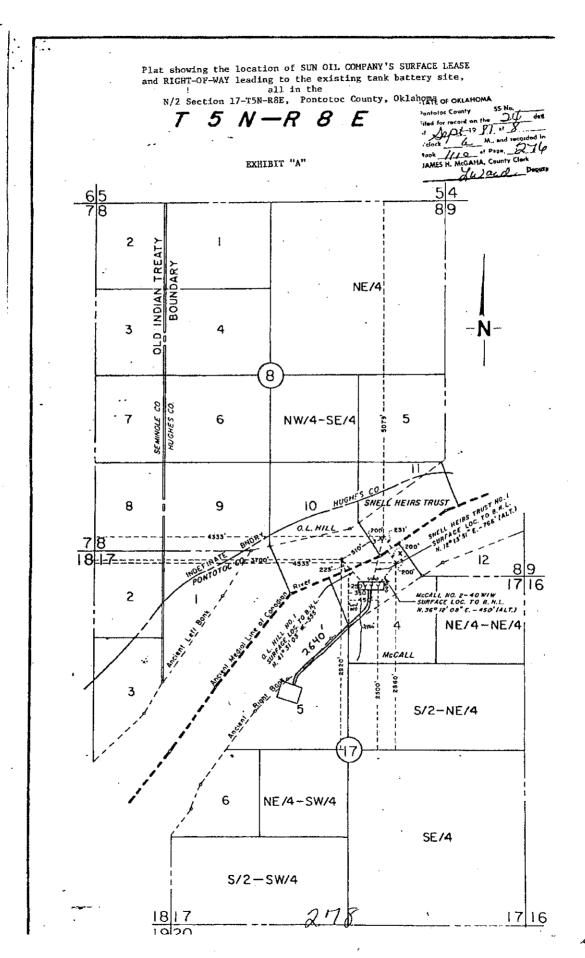
instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

u 12, 1981

Vone & Mayed Notary Public



# X

# RADIO ANTENNA EASEMENT

The Grantor(s), herein so	o styled, Benny PRENTICE for good and valuable consideration, the receip
ELECTRIC COOPERATIVE, a co- Oklahoma (hereinafter called the easement for the purposes of or removing a radio antenna, and incident to the operation a of messages and signals on, of the County of Portotal	ged, hereby grant, bargain, sell and convey to WESTERN FARMER operative corporation organized under the laws of the State of the "Cooperative"), and to its successors and assigns, a perpetual erecting, constructing, maintaining, operating, repairing, replacing underground cable, and other appurtenances and rights useful and maintenance of said facilities for the transmission or relaying over, and through the following described real property situated in and State of Oklahoma, and further described
1 to I now 5	AND SWH NE/4 of Section 17
T5N, R8E, A	Pantatoc Co, OK
together with the right of ingre them for the purposes aforesal	ess, egress and regress to, over and from said facilities or any c id.
The Grantor(s) shall hav described premises subject on	ve the right to use and enjoy for agricultural purposes the above by to the rights herein granted.
assigns, cease to use said pro-	the parties that in the event the Cooperative, its successors and operty for the purposes aforesaid, and upon abandonment and om, this easement shall become null and void and shall have not the cooperative.
The rights herein granted the consent of the Grantor(s).	d may be assigned by the Cooperative in whole or in part withou
The Grantor(s) warrant a subject only to existing easeme	and covenant that they own title to said premises in fee simple ents and leases covering said land.
This easement shall be and successors of the parties h	binding upon the heirs, executors, devisees, trustees, assignmente.
IN WITNESS WHERI	EOF, we have set our hands this <u>//੯</u> day o ,20 <u>06</u> .
001	$\Omega = \Omega + \iota$
SS#	Benny Junte
SS#	
	ACKNOWLEDGMENT
STATE OF <u>OKLAHOMA</u>	_, COUNTY OF <u>Pantatoc</u> :
On the <u>// / L</u> day of _ for said county and state, perso	onally appeared Benny Prentice
to me known to be the identical and acknowledged to me that and deed.	l person(s) named in and who executed the foregoing instrumen
	d seat the day and year last above written.
LL I A STANGE	Inene Williams
oseals \	
Mystemmission Expires: /-/	18-2028 1952
Refurn to: Wes	stern Farmers Elec. Coop., P.O. Box 429, Anadarko, OK 73005
C4300	(-2007-007836 Book 2230 Pg: 237 12/07/2007 3:00 pm Pg 0237-0237
The party of the same of the s	Fee: \$13.00 Doc: \$0.00

# X

#### ROAD EASEMENT AGREEMENT

This Road Easement Agreement ("Agreement") is made by and between \( \lambda_{\mu n} \ \mathreal \lambda_{\mu} \ \lambda_{\mu} \lambda_{\mu} \ \lambda_{\mu} \ \lambda_{\mu} \lambda_{\mu} \lambda_{\mu} \ \lambda_{\mu} \la
hereinafter called "Grantor"
whether one or more, and Western Farmers Electric Cooperative, a cooperative corporation
organized under the laws of the State of Oklahoma (hereinafter called the "Cooperative"), and to
its successors and assigns.

FOR good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants herein, Grantor hereby grants, sells, and conveys to the Cooperative the perpetual, but nonexclusive right, privilege and easement to occupy and use an existing way or road along the existing course and over the real property located in Pontotoc County, State of Oklahoma, described as follows:

A part of the West Half of the Southeast Quarter (W/2 SE/4) and East Half of the Southwest Quarter (E/2 SW/4) of Section 17, T5N, R8E LM., Pontotoc County, Oklahoma

together with the right to remove trees, bushes, or undergrowth as deemed necessary by the Cooperative to maneuver vehicles and equipment.

1. The easement herein granted is for the purpose of ingress and egress for the movement of vehicles and equipment to the following described real property located in Pontotoc County, State of Oklahoma, and described as follows:

The Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 17, T5N, R8E, IM, Pontotoc County, Oklahoma

- 2. The easement granted herein shall be appurtenant to and shall run with the real property described herein above.
- Grantee will compensate Grantor for damage to the Grantors property, including crops, pasture and timber, where such damage occurs as a result of Grantee's exercise of its easement rights.
- 4. The Grantor warrants and covenants that they own title to said premises in fee simple subject only to existing easements and leases covering said land.
- 5. This easement shall be binding upon the heirs, executors, devisees, trustees, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, we have set our hands this 18th day of \_\_\_\_\_\_\_, 2006.

Return for Western Farmers Elec. Coop., P.O. Box 429, Anadarko, OK 73005

1-2007-007837 Book 2230 Pg: 238 12/07/2007 3:00 pm Pg 0238-0239 Fee: \$15.00 Doc: \$0.00 Pam Walker - Pontotoc County Clerk State of Calendam MA THE PROPERTY OF THE PARTY OF

238

### ACKNOWLEDGMENT

STATE OF Oklahoma COUNTY OF Pontotoc
On the 18 day of Mag, 2006, before me, a Notary Public in and for said county and state, personally appeared Lynn Milner.
to me known to be the identical person(s) named in and who
executed the foregoing instrument and acknowledged to me that they executed the same as their
free and voluntary act and deed.
Given under my hand and seal the day and year last above written.
Anemal Williams Notary Public
W. Compassion Papires: 1-18-2008
Corporist Ort Nitrober 990 19952
O TEAM O

I-2007-007837 Book 2230 Pg: 239 12/07/2007 3:00 pm Pg 0238-0239 Fee: \$15.00 Doc: \$0.00 Pam Walker - Pontotoc County Clerk State of Oklahoma

