



Real Estate and Auction Company, Inc.

950 North Liberty Drive • P.O. Box 508
Columbia City, IN 46725
260-244-7606 • 1-800-451-2709

Property:

1201 NW 40th St., Lawton, OK 73505

Auction Manager:

Brent Wellings • 405-332-5505

SEALED BID PACKET

Sealed Bid Deadline:

5:00 o'clock p.m. (CDT) on Friday, June 26, 2026

Contents:

- Bidder Instructions;
- Blank form of Agreement to Purchase;
- Disclosure to Buyer of Brokerage Duties, Responsibilities and Services; and
- Preliminary title insurance schedules dated May 28, 2026, together with copies of all recorded easement documents which are listed as exceptions.

BIDDER INSTRUCTIONS

(Sealed Bid Auction for real estate in Comanche County, Oklahoma
located at 1201 NW 40th St., Lawton, OK 73505)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc. on behalf of First National Bank and Trust Company, Chickasha, Oklahoma, an Oklahoma banking corporation ("Seller"), with respect to certain real estate located at 1201 NW 40th St., Lawton, Oklahoma in Comanche County.
 2. Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet consisting of:
 - These Bidder Instructions;
 - Blank form of Agreement to Purchase;
 - Disclosure to Buyer of Brokerage Duties, Responsibilities and Services; and
 - Preliminary title insurance schedules dated May 28, 2026, together with copies of all recorded easement documents which are listed as exceptions.
 3. **To submit a bid:**
 - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
 - i. Write in your Bid Amount;
 - ii. Write in the date, Buyer's name and all requested Buyer-related information; and
 - iii. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
 - (b) Print and sign your name and write the date at the bottom of the "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services" form.
 - (c) Prepare a check for the 10% earnest money deposit payable to "American Abstract Co. of McClain County, Inc."
 - (d) Prepare a sealed bid envelope by writing "Sealed bid for 1201 NW 40th St., Lawton, OK" and the name and address of the bidder on the outside front of the envelope.
 - (e) Place each of the following in the sealed bid envelope:
 - i. Earnest money check;
 - ii. The entire Agreement to Purchase (completed, signed and dated by the bidder); and
 - iii. The Information About Brokerage Services form (signed and dated).
 - (f) Send or deliver your sealed bid to the Auction Manager, Brent Wellings, as follows:

Via overnight courier, U.S. Mail
or personal delivery to:

Attn: Brent Wellings
101 N. Main St.
Stillwater, OK 74075

Note: *If sending via mail or courier, you must allow sufficient time for delivery **and receipt** before the sealed bid deadline.*
- A sealed bid may also be delivered in person at the site of auction property (located at 1201 NW 40th St., Lawton, OK) between the hours of 2:00 pm to 5:00 pm on June 26, 2026. The Auction Manager will be present at this site during this time.
4. Regardless of the method of delivery, whether in person or by mail or courier, your bid must be **RECEIVED** not later than 5:00 o'clock p.m. (CDT) on Friday, June 26, 2026.

5. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**
6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "American Abstract Co. of McClain County, Inc.". The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
7. If your bid is accepted, your earnest money check will be delivered to American Abstract Co. of McClain County, Inc., as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before 11:59 o'clock p.m. (CDT) on Monday, June 29, 2026, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase.
9. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase shall control.
10. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and/or to waive any irregularity or informality in the submission of any bid).
11. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Seller.

These Bidder Instructions and the form of Agreement to Purchase were prepared by an attorney who represents only the Auction Company. The Buyer and Seller are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the property.

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement**”) is executed in connection with a sealed bid auction (the “**Auction**”) conducted by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of First National Bank and Trust Company, Chickasha, Oklahoma, an Oklahoma banking corporation (“**Seller**”) with an advertised sealed bid deadline of June 26, 2026.

“**Buyer**” refers to the parties(s), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the “**Signature Page**”). Buyer’s execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this “**Offer**”) to purchase the Property (as defined below).

Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction (“**Sealed Bid Packet**”), including:

- Bidder Instructions;
- Blank form of this Agreement to Purchase;
- Disclosure to Buyer of Brokerage Duties, Responsibilities and Services; and
- Preliminary title insurance schedules dated May 28, 2026 prepared by American Abstract Co. of McClain County, Inc., together with copies of all recorded easement documents listed as exceptions.

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement consists of the real estate in Comanche County, Oklahoma described as follows (the “**Property**”):

A tract of land described as beginning at a point 749.00 feet S89°56’03”W and 850.00 feet S00°24’04”W of the Northeast Corner of the Northeast Quarter (NE¼) of Section Twenty seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof; THENCE S38°46’02”E a distance of 318.20 feet to a point; THENCE S00°24’04”W a distance of 206.55 feet to a point, said point being the Northeast Corner of Lot 1, Block 18, HEINZ ADDITION, PART 10, to the City of Lawton, Comanche County, Oklahoma; THENCE N89°35’56”W along the North boundary of said Lot 1, Block 18, a distance of 195.00 feet to a point, said point being the Northwest Corner of said Lot 1, Block 18 and being on the East right-of-way line of NW 40th Street; THENCE N00°24’04”E along said East right-of-way line, a distance of 17.61 feet to a point; THENCE in a Northwesterly direction along said East right-of-way line along a curve to the left having a radius of 336.08 feet and a length of 229.75 feet to a point; THENCE N38°46’02”W along said East right-of-way line, a distance of 100.41 feet to a point; THENCE in a Northwesterly direction along said East right-of-way line along a curve to the right having a radius of 276.08 feet and a length of 158.92 feet to a point; THENCE S89°52’10”E a distance of 193.39 feet to the point of beginning;

being the parcel of real estate located at 1201 NW 40th St., Lawton, Oklahoma and identified for property tax purposes as Parcel ID No. 02N12W-27-1-29979-271-0003; provided, however, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any property interest that is specifically excluded (or specified as not included) according to the express terms of this Agreement.

2. **Minerals.** Seller has not obtained and has no obligation to provide any title insurance, title opinion or other title evidence with respect to any oil, gas and/or other minerals under the surface of (and/or that may be produced from) the land comprising the Property and/or any rights appurtenant thereto (collectively, “**Minerals**”). The Property conveyed to Buyer will include Seller’s interest, if any, with respect to Minerals, but no promise, warranty or representation is or will be made as to the existence or value of any Minerals or the nature or extent of Seller’s interest therein. The meaning of the term “Property”, as used in this Agreement, excludes any interest in Minerals not currently owned by Seller.

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the “**Bid Amount**”), plus a Buyer’s Premium equal to four percent (4.0%) of the Bid Amount. **THE 4% BUYER’S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** If a Survey is obtained in accordance with

Section 6 below, the Purchase Price shall be adjusted proportionately at Closing to reflect any difference between the advertised acre estimate (2.36± acres) and the gross acres shown in the Survey. Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

4. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit (“**Earnest Money**”) payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller’s acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. “**Escrow Agent**” refers to *American Abstract Co. of McClain County, Inc., 138 W. Main St., Purcell, OK (Tel: 405-527-7575)*.

5. **Delivery of Title and Possession.** The title to and possession of the Property shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and all other terms and conditions of this Agreement. Seller shall furnish at Seller’s expense, and shall execute and deliver at Closing, a Special Warranty Deed conveying the Property to Buyer, subject to the Permitted Exceptions.

6. **Survey.** It is anticipated that the Property will be conveyed using the existing legal description as provided by the title company. In any event, a new survey of all or any part(s) of the Property shall be obtained prior to Closing if and only if: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) Seller elects to obtain a new survey for any other reason in Seller’s sole discretion. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required or obtained unless otherwise agreed by Seller in its sole discretion. The cost of any survey obtained in accordance with the provisions of this Agreement (“**Survey**”) shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, a copy of the preliminary title insurance schedules dated May 28, 2026 prepared by American Abstract Co. of McClain County, Inc. and identified by reference to File # 20260821, together with copies of all recorded documents referenced in the preliminary Schedule B, Part II (collectively, the “**Preliminary Title Evidence**”). Buyer agrees to acquire the Property subject to and notwithstanding all matters referenced in the Preliminary Title Evidence (except a Lien).

8. **Final Title Commitment.** As a condition precedent to Buyer’s obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner’s title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any Lien or other material encumbrance that does not constitute a Permitted Exception (“**Final Title Commitment**”). The Final Title Commitment shall be prepared by the same company that prepared the Preliminary Title Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception that appears in Schedule B, Part II of the Preliminary Title Evidence; and/or (d) any other matter listed, referenced, identified, or disclosed in the Final Title Commitment that constitutes a Permitted Exception. The cost of furnishing the Final Title Commitment shall be charged to Seller.

9. **Title Insurance at Buyer’s Expense.** If Buyer and/or Buyer’s lender elect(s) to purchase title insurance: (a) the cost of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums; and (b) Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing a standard coverage ALTA owner’s title insurance policy, as set forth in the Final Title Commitment; provided, however: (i) Buyer shall be responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a “**Buyer Requirement**”); (ii) Seller shall have no obligation with respect to and Buyer’s obligations are not contingent upon the satisfaction of any Buyer Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of a standard coverage ALTA owner’s title insurance policy as described in this Agreement; and (iii) Seller

shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

10. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title and possession of the Property (including the deed, the Final Title Commitment, any title insurance, and any survey) subject to and notwithstanding any of the following matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains, and statutory easements on section lines; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current real estate taxes and/or special assessments not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to Minerals; (h) any matter pertaining to Minerals and/or mineral rights, including any existing leases, easements and/or surface use agreements; (i) any matter (except a Lien) disclosed in this Agreement; and (j) any easement or other matter (except a Lien) appearing of record and listed, referenced, identified, or disclosed in the Preliminary Title Evidence.

11. **Lien.** Notwithstanding any other provision, a Lien shall not constitute a Permitted Exception. Buyer is not required to assume any Lien or accept the title or acquire the Property subject to any Lien. “**Lien**” refers to any mortgage, deed of trust, lis pendens, judgment lien or other monetary obligation attaching as a lien against the Property prior the conveyance of the Property to Buyer, other than a lien for property taxes and/or special assessments that are not yet due and payable.

12. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment (other than a Buyer Requirement) for the issuance of a standard coverage ALTA owner’s title insurance policy in accordance with the Final Title Commitment; (c) that Seller is able to convey fee simple title to the Property, free and clear of any Lien or other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property at the time of Closing (subject to the Permitted Exceptions). For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the non-conformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the Targeted Closing Date stated in Section 14 below. Any such non-conformity shall be deemed cured if the Closing Agent and/or Seller provides commercially reasonable evidence and/or assurance that such non-conformity has been or will be paid, satisfied, removed and/or released (as applicable) prior to or in connection with the Closing. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

13. **Conditions to Closing.** Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

14. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Property in accordance with this Agreement (“**Closing**”) shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed **on or before August 10, 2026** (“**Targeted**

Closing Date”). In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller’s agent to Buyer or Buyer’s agent and (subject to Section 13 above) Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than the Targeted Closing Date and at least 7 days after: (a) such notice has been sent; (b) the Survey (if applicable) has been completed; and (c) the Final Title Commitment has been completed. The Closing shall be held at and/or administered by and through the office of the Escrow Agent.

15. Seller’s Expenses. The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Lien and recording the releases; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) one-half of the cost of the Survey, if any; (d) the cost of furnishing the Final Title Commitment; (e) the cost of preparing Seller’s transfer documents, including the deed; (f) the documentary stamp tax; (g) any sums due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

16. Buyer’s Expenses. The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with or related to any loan obtained by Buyer; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Survey, if any; (d) the cost of issuing any title insurance policy, including title insurance premiums and the cost of any extended or special coverage, lender’s coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

17. Taxes and Assessments. “**Taxes**” refers to ad valorem property taxes and any special assessments that are or may become a lien against the Property. “**Seller’s Taxes**” refers to Taxes consisting of: (a) ad valorem taxes attributed to the period up to and including the day of Closing, prorated on a calendar year basis to the date of Closing; and (b) any special assessments that are or were last payable without a penalty on or before the day of Closing. Any unpaid Seller’s Taxes shall be withheld from Seller’s proceeds at Closing and paid directly to the appropriate tax collection official; provided, however, any portion of Seller’s Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (for the period up to and including the Closing date) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all Taxes due after Closing.

18. Risk of Loss. The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller’s insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

19. Remedies; Buyer Default. As used herein, the term “**Buyer Default**” refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement, or failure to deliver all funds and execute all documents required to complete the Closing on a Closing date scheduled in accordance with Section 14 above. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller’s damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the

payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

20. Remedies; Seller Default. The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 12 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.

21. Remedies; General. Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

22. Notices. Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); provided, however, if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of a notice sent by any party (other than a notice sent by the Auction Manager as the agent of Seller) shall be sent to the Auction Manager via email to **Brent@schraderauction.com**. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party's notification address in this Agreement assumes the risk of receiving a notice after it has become effective. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o William "Bill" Frick, via email to: **bfrick@bankfnbt.com**

If to Buyer: Buyer's email address(es) provided on the Signature Page (or Buyer's regular mail address provided on the Signature Page if no email address is provided).

23. Agency; Sales Fee. Auction Company and its affiliated agents are acting solely on behalf of, and exclusively as the agents for, the Seller. Buyer acknowledges receipt of the Oklahoma Real Estate Commission form of "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services", which is hereby incorporated as part of the terms of this Agreement and shall be signed by the Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

24. **Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the entire Sealed Bid Packet (as defined above).

(b) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has chosen to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property **"AS IS"** and **WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(c) Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability, location or capacity of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(d) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(e) Buyer acknowledges and agrees that all materials prepared or provided in connection with advertising the Auction and/or marketing the Property, including the auction brochure, the Information Booklet, and other information posted to the auction website (collectively, **"Marketing Materials"**), have been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Seller and Auction Company disclaim any warranty or liability for the information provided.

(f) The advertised acreage is an approximation based on information in the property tax records. No promise, warranty or authoritative representation is made as to the number of acres included with the Property.

(g) Boundary lines depicted in the Marketing Materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

(h) Advertised road frontages are approximate. No promise, warranty or authoritative representation is made as to any road frontage or lot dimensions.

25. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code (**"Exchange"**). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

26. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

27. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals (**"Entity"**) identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this

Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

28. 60 Okl. St. §121, et seq. (as amended eff. November 1, 2023). Buyer covenants and warrants: (a) that Buyer is qualified to acquire title to land in the State of Oklahoma in accordance with state and federal law, including 60 Okl. St. §121, et seq., as amended effective November 1, 2023, prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust; (b) that Buyer is able to (and will at Closing) properly execute an affidavit, to be included as an exhibit to the deed, attesting that Buyer is obtaining the Property in compliance with the requirements of 60 Okl. St. §121 and that no funding source is being used in the sale or transfer in violation of 60 Okl. St. §121 or any other state or federal law; and (c) that Buyer is able to (and, subject to the conditions of Section 13 above, that Buyer will at Closing) properly acquire the Property in accordance with the requirements of 60 Okl. St. §121, et seq. Any nonperformance or breach of (and/or Buyer's inability to perform or comply with) a covenant or warranty under this Section shall constitute a "Buyer Default" for purposes of Section 19 above.

29. Miscellaneous Provisions. The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the Marketing Materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

30. Offer and Acceptance. Buyer's execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer is irrevocable and shall remain open for acceptance by Seller at any time prior to the rejection or expiration of this Offer. This Offer shall be treated as having been accepted by Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 31 below.

31. Expiration of Offer; Acceptance Deadline. This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (CDT) on **Monday, June 29, 2026**.

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

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the Property located at 1201 NW 40th St., Lawton, Oklahoma and further described in Section 1 above in accordance with and subject to the terms and conditions of this Agreement.

BID AMOUNT: \$ _____

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

SIGNATURE OF BUYER: On the _____ day of June, 2026, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

[By] _____
(Signatures)

(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

(Buyer's Lender, if any, and Lender Contact Info.)

ACCEPTED BY SELLER:

First National Bank and Trust Company, Chickasha,
Oklahoma, an Oklahoma banking corporation,
By its duly authorized officer:

(William "Bill" Frick, Executive VP & Chief Credit Officer)

Dated: _____

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount of \$ _____ has been received by the undersigned Escrow Agent on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

American Abstract Co. of McClain County, Inc.

Date Received: _____

By: _____

Print: _____

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***DISCLOSURE TO BUYER OF BROKERAGE DUTIES,
RESPONSIBILITIES AND SERVICES**

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

☐ Buyer Brokerage Agreement☒ Contract of Sale of Real Estate☐ Other _____

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

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

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 - 1. receive all written offer and counteroffers;
 - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

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

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

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of June, 2026.

Buyer's Printed Name _____ Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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.: 20260821-1
Issuing Office File No.: 20260821
Property Address: 1201 NW 40th, Lawton, OK 73505

SCHEDULE A

1. Commitment Date: May 28, 2026 at 05:00 PM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
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 Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.
4. The Title is, at the Commitment Date, vested in:

First National Bank and Trust Company, Chickasha, Oklahoma, an Oklahoma banking corporation, by a Warranty Deed recorded August 11, 2025 in Book 9939, Page 251.
5. The Land is described as follows:

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SCHEDULE A

(Continued)

A tract of land described as beginning at a point 749.00 feet S89°56'03"W and 850.00 feet S00°24'04"W of the Northeast Corner of the Northeast Quarter (NE¼) of Section Twenty seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof; THENCE S38°46'02"E a distance of 318.20 feet to a point; THENCE S00°24'04"W a distance of 206.55 feet to a point, said point being the Northeast Corner of Lot 1, Block 18, HEINZ ADDITION, PART 10, to the City of Lawton, Comanche County, Oklahoma; THENCE N89°35'56"W along the North boundary of said Lot 1, Block 18, a distance of 195.00 feet to a point, said point being the Northwest Corner of said Lot 1, Block 18 and being on the East right-of-way line of NW 40th Street; THENCE N00°24'04"E along said East right-of-way line, a distance of 17.61 feet to a point; THENCE in a Northwesterly direction along said East right-of-way line along a curve to the left having a radius of 336.08 feet and a length of 229.75 feet to a point; THENCE N38°46'02"W along said East right-of-way line, a distance of 100.41 feet to a point; THENCE in a Northwesterly direction along said East right-of-way line along a curve to the right having a radius of 276.08 feet and a length of 158.92 feet to a point; THENCE S89°52'10"E a distance of 193.39 feet to the point of beginning.

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Joint Tenancy Deed from First National Bank & Trust Company to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. The appropriate officer of First National Bank and Trust Company, Chickasha, Oklahoma, an Oklahoma banking corporation, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed, including the execution and recording of an affidavit that complies with 60 Okla. Stat. §121.
6. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
7. Effective March 1, 2026, the U. S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") requires that a Real Estate Report ("FinCEN Report") be filed with FinCEN for certain residential real estate transfers. If the proposed transaction involves a reportable transfer, the parties must, prior to closing, provide all information and documentation necessary to complete and file the FinCEN Report. Company expressly reserves the right to withdraw as the settlement agent for the transaction if the information is not timely provided in full.
8. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.

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SCHEDULE B, PART I

(Continued)

9. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, 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.

10. Obtain a Final Report for issuance of title policy.
11. 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.
12. Obtain a Uniform Commercial Code search as to Current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
14. Record properly executed Release of Mortgage:
- | | |
|------------|-------------------------------------|
| Mortgagor: | Devsa Inc., an Oklahoma Corporation |
| Mortgagee: | First National Bank & Trust Co. |
| Amount: | |
| Dated: | 5/15/20 |
| Filed: | 5/22/20 |
| Recorded: | Book 8477 Page 224 |
15. Obtain and file of record a Release of the Lis Pendens recorded September 18, 2024 in Book 9665, Page 40.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any ownership, rights, interests, or claims to (a) minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land; or (b) pore space in or under the Land; and (c) any rights, privileges, immunities, rights of way, and easements associated with, appurtenant to, or an attribute of the ownership, rights, or claims excepted in (a) or (b); and as to each of (a), (b) or (c), whether or not any of these interests or rights appear in the Public Records.
3. Water rights, claims or title to water, whether or not shown by the Public Records.
4. Rights or claims of parties in possession not recorded in the public records.
5. Easements or claims of easements not recorded in 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
7. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
8. Ad Valorem Taxes for the year 2026, amount of which is not ascertainable, due or payable.
9. ***Any ownership, rights, interests, or claims to (a) minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land; or (b) pore space in or under the Land; and (c) any rights, privileges, immunities, rights of way, and easements associated with, appurtenant to, or an attribute of the ownership, rights, or claims excepted in (a) or (b); and as to each of (a), (b) or (c), whether or not any of these interests or rights appear in the Public Records.***
10. Water rights, claims or title to water, whether or not shown by the public records.
11. Perpetual Easement Grant recorded May 10, 1972 in Book 804, Page 296.

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SCHEDULE B, PART II

(Continued)

12. Right of Way Grant or Easement recorded December 4, 1972 in Book 822, Page 181, subject to assignments and partial releases of record.
13. Right of Way Grant or Easement recorded December 4, 1972 in Book 822, Page 182, subject to assignments and partial releases of record.
14. Permanent Easement recorded August 14, 1974 in Book 870, Page 708.
15. Easement Grant recorded October 9, 1987 in Book 1560, Page 325.
16. Access Easement recorded October 15, 1987 in Book 1562, Page 256.
17. Permanent Easement Grant recorded September 12, 1991 in Book 1977, Page 45.

ESTIMATED

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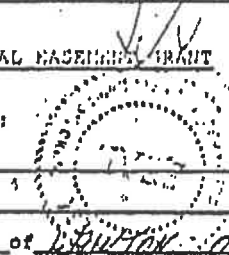
Exceptions
#11

BOOK 804 PAGE 296

PERPETUAL EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT: Ellen May Heinz Estate



NOTED
MAY 10 10 44 AM '72
STATE OF OKLAHOMA
COUNTY OF COMANCHE
NOTARY PUBLIC

0048184

of LAWTON, OKLA.

Parties of the First Part, for and in consideration of the sum of One Dollar, in hand paid, and for other good and valuable considerations, receipt of which is hereby acknowledged, does thereby for Themselves, Their heirs, executors, administrators, successors and assigns, grant and convey unto -

THE CITY OF LAWTON, OKLAHOMA, a Municipal Corporation, Party of the Second Part, its successors and assigns, a Perpetual Easement and right-of-way over, along and across the following described real property and premises situated in the County of Comanche, State of Oklahoma, to-wit:

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Two (2) North, Range Twelve (12) West, Indian Meridian, Comanche County, Oklahoma, more particularly described as:

A tract of land Twenty (20) feet in width, Ten (10) feet on either side of a Center Line described as: Beginning at a point S89°29'W at 749.0 feet and S00°02'W at 850.177 feet from the Northeast Corner of said Section Twenty-seven (27); thence S89°29'W a distance of approximately 1000 feet to the East bank of Wolfe Creek in this area, containing 0.45 acres, more or less;

with the right of ingress and egress to and from the same for the purpose of installing, constructing, maintaining, replacing and operating over, through and upon the said property, as above described a water and/or gas pipe line that may be required, together with the further right to operate, maintain, repair and/or replace the same-reserving in First Party, or its successor, the right to tie onto said ~~water~~ line, without any charge except the normal fee for tapping of said line, together with the necessary or required drainage and other structures, including utility line or lines that may be required; together with the further right to operate, maintain, repair and/or replace the same.

SAW
LN
K 11
1/7/72

WITNESS the hand or hands of the Parties of the First Part this the 7 day of April, 1972.

Lucile Heinz Lucile Heinz

Kathleen Heinz Kathleen Heinz

STATE OF OKLAHOMA) SS
COUNTY OF COMANCHE)

Before me the undersigned a Notary Public in and for the County and State aforesaid, on this the 7 day of APRIL, 1972, personally appeared

LUCILE HEINZ AND KATHLEEN HEINZ
CITY OF LAWTON, COMANCHE Co. OF OKLAHOMA
to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that THEY executed the same as THEIR free and voluntary act and deed for the uses and purposes as therein set forth.



Wayne M. Harrison
Notary Public

My Commission Expires May 19, 1974

#12

FILED:
DECEMBER 4, 1972
@ 2:10 P.M.
RECORDED:
BOOK 822
PAGE 181

BOOK 822 PAGE 181

Right of Way Grant or Easement

FOR AND IN CONSIDERATION OF ONE AND NO/100 DOLLARS (\$ 1.00)

to the undersigned to have paid, the receipt of which is hereby acknowledged, I or we do hereby grant to

Arkansas Louisiana Gas Company

the necessary easement, the right of way, of 5 feet, to lay, maintain, operate (buried and use and applicable) a roadway or a pipe line, a telegraph or telephone line, a water line, a sewer line or other utility, and erect, maintain or, over, through or along the following described lands, to-wit:

Beginning at a point 854.35 ft. S00°02' E and 748.97 ft. S 89°58' W of the NE Corner of the NE 1/4, Section 27, T-2-N, R-12-W, IN Comanche County, Oklahoma.

Thence S89°58' W a distance of 5.0 ft.
Thence N00°02' W a distance of 780.2 ft.
Thence N89°42'40" E A distance of 5.0 ft.
Thence S00°02' E a distance of 780.2 ft. to the Point of Beginning.

00325

Dec 4 1972

of Section 27 Township 2-N Range 12-W in Comanche County, State of Oklahoma

with ingress and egress to and from the same. The Grantor, their heirs and assigns, to fully use and enjoy the said premises, except for the purposes heretofore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said easement; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, their heirs or assigns, one by the said grantee, its 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. It is hereby further agreed that the said grantee, its successor or assigns, may at any time lay an additional use alongside of the first use, as herein, subject to the same conditions; also to have the right to change the size of its use, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, so long as the same shall be useful for the purposes desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that said utilities shall be placed so as not to interfere with the cultivation of the premises.

If for any reason the Grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this 2nd day of November, A.D. 1972.

Eugene Hines

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Comanche

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 1972, personally appeared Eugene Hines

and _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 3-3-1975

Notary Public

822 PAGE 182

Right of Way Grant or Easement.

#13

FOR AND IN CONSIDERATION OF One and No/100 DOLLARS (\$ 1.00)

to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to _____

Arkansas Louisiana Gas Company

its successors or assigns, the right of way, of 5 feet, to lay, maintain, operate (Strike out use not applicable) a roadway or a pipe line, a telegraph or telephone line, a water line, a sewer line or other utilities, and erect, maintain

on, over, through or along ~~XXXXXXXXXXXXXXXXXXXX~~ the following described lands, to-wit:

Beginning at a point 1417.8 ft. S00°02'E and 50.0 ft. S89°58'W of the NE-Corner of the NE 1/4, Section 27, T-2-N, R-12-W, IM, Comanche County, Oklahoma.

Thence S89°58'W a distance of 498.0 ft.
Thence N00°02'W a distance of 315.0 ft.
Thence S89°58'W a distance of 5.0 ft.
Thence S00°02'E a distance of 320.0 ft.
Thence N89°58'E a distance of 503.0 ft.
Thence N00°02'W a distance of 5.0 ft to the point of Beginning.

003252

STATE OF OKLAHOMA
COUNTY OF COMANCHE
THIS INSTRUMENT FILED IN

DEC 4 2 12 PM '72

AND DULY RECORDED

PG
ROSS HINES CO. CLERK
BY [Signature] CITY

of Section 27, Township 2-N, Range 12-W in Comanche County, State of Okla. with ingress and egress to and from the same. The Grantor, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said easement; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, their heirs or assigns, one by the said grantee, its 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. It is hereby further agreed that the said grantee, its successor or assigns, may at any time lay an additional use alongside of the first use, as herein, subject to the same conditions; also to have the right to change the size of its use, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that said utilities shall be placed so as not to interfere with the cultivation of the premises.

If for any reason the Grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantors herein named have herunto set their hands and seal this the 20

day of NOVEMBER, A.D., 1972

Eugene Hines

ACKNOWLEDGMENT

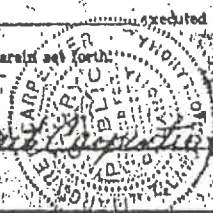
STATE OF Oklahoma SS
COUNTY OF Comanche

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 1972, personally appeared Eugene Hines

and _____ to me 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.

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

My commission expires: Nov. 3, 1975 Margaret [Signature] Notary Public



#14

BOOK 870 PAGE 708

STATE OF OKLAHOMA
COUNTY OF COMANCHE SS

PERMANENT EASEMENT

Aug 14 10 29 AM '74

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned persons, Corporations or partnerships hereinafter collectively referred to as "Party of the First Part", for and in consideration of the sum of one Dollar (\$1.00) in hand paid to each of the undersigned, and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby for themselves, their successors and assigns, grant and convey permanently unto

THE CITY OF LAWTON, OKLAHOMA, a Municipal Corporation, hereinafter referred to as "Party of the Second Part", its successors and assigns, a permanent easement and right-of-way over, across and along the following described real property and premises situated in the County of Comanche, State of Oklahoma, to-wit:

Beginning at a point 282.8 Feet South 0°02' East of the Northeast Corner, Section Twenty-seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma; thence South 0°02' East parallel to the North-South Section Line, a distance of 1750.65 Feet thence South 89°59' West a distance of 50 Feet; thence North 0°02' West parallel to the North-South Section Line, a distance of 1750.65 Feet to a point on the existing right-of-way line; thence East along said right-of-way line a distance of 50 feet to the point of beginning, containing 0.68 acres of new right-of-way.

with the right of ingress and egress to and from the same for the purpose of installing and constructing, maintaining and replacing and operating over, through and upon said property as above described, a sewer line, a water line or any other public utility, a public street or highway section, together with the necessary or required drainage and other structures; and with further right to operate, maintain, repair or replace the same.

In executing this Permanent Easement, the undersigned grant a Permanent Easement only on the above described tract or tracts in which the undersigned might have an interest as the same appears of record in the office of the County Clerk of Comanche County, Oklahoma. Each of the undersigned waive any right to compensation which they might have among themselves by reason of this Permanent Easement Grant and each agree that they and each of them will refrain from asserting that any reduction in the rent should be made by reason of this Permanent Easement Grant.

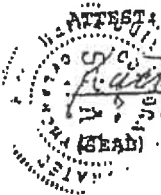
This Permanent Easement Grant can be executed in any number of separate counterparts and will bind each of the undersigned parties upon their executing the same.

PERMANENT EASEMENT

Page-2-

870 700
HEINZ BUILDING, INC., an Oklahoma Corporation

BY Eugene Heinz
President



STATE OF OKLAHOMA, COUNTY OF Comanche : SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 19th day of July 1974, personally appeared Eugene Heinz to me known to be the identical person who signed the name of Heinz Building, Inc., an Oklahoma Corporation, to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

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

(SEAL)

MY COMMISSION EXPIRES:

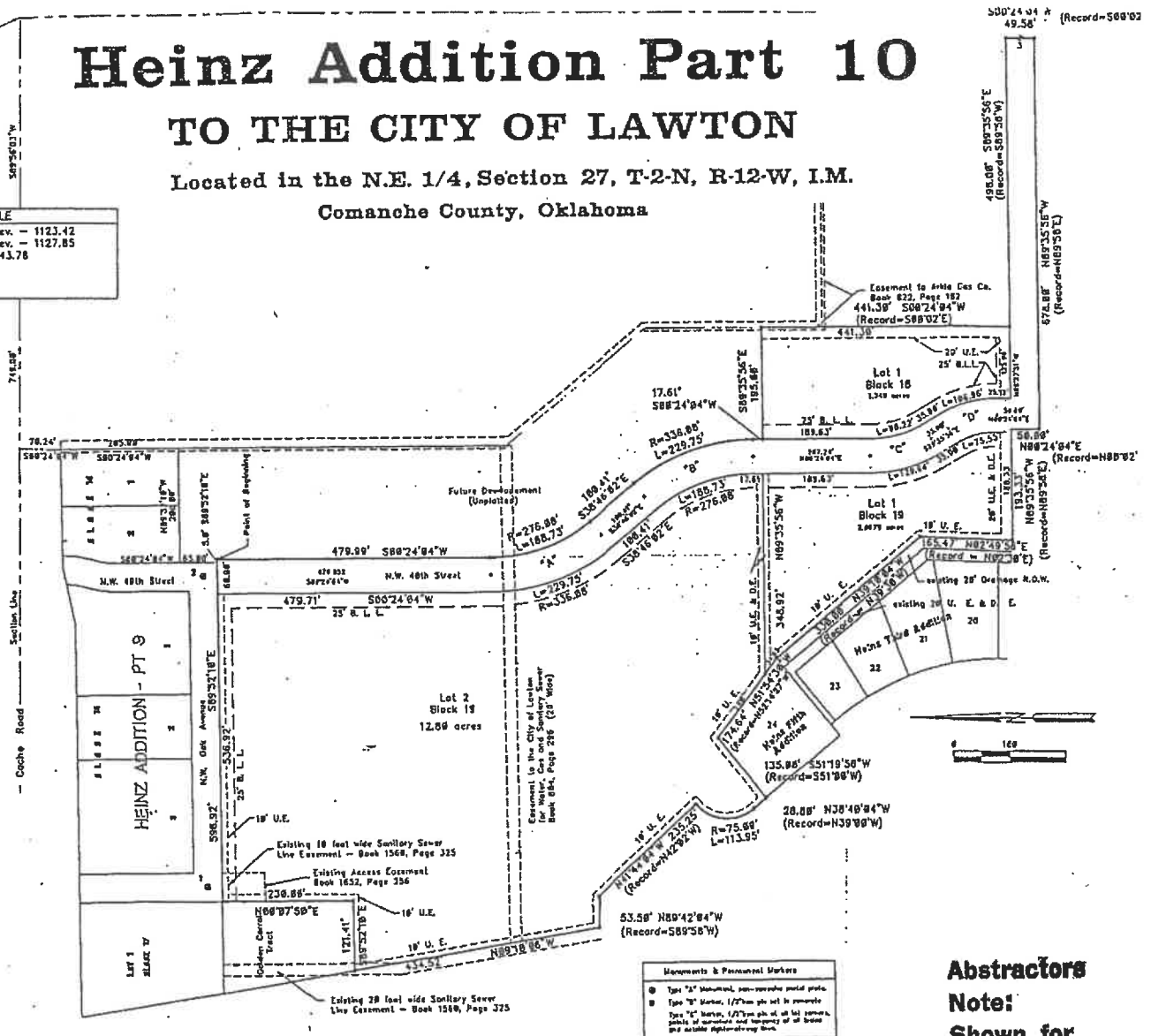
February 22, 1975

C. Harold McDaniel
Notary Public

Located in the N.E. 1/4, Section 27, T-2-N, R-12-W, I.M.
Comanche County, Oklahoma

Located in the N.E. 1/4, Section 27, T-2-N, R-12-W, I.M.
Comanche County, Oklahoma

1	Existing Brass Monument - Elev. - 1123.42
2	Existing Brass Monument - Elev. - 1127.85
3	Brass Monument - Elev. - 1143.78



**Abstractors
Note:
Shown for
Informational
Purposes
Only.**

BOOK 1560 PAGE 325

017906

STATE OF OKLAHOMA
COMMANCHE COUNTY

EASEMENT GRANT

OCT 9 2 54 PM '87

KNOW ALL MEN BY THESE PRESENTS:

AND DULY RECORDED
That WEDGEWOOD PARTNERS, an Oklahoma general partnership composed of Nelson G. Perego, Cyril H. Perego and Sierra Center Development Co., Inc., an Oklahoma corporation, of Comanche County, Oklahoma, party of the first part, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby, for itself and its successors and assigns, grant and convey unto THE CITY OF LAWTON, OKLAHOMA, a municipal corporation, party of the second part, its successors and assigns, an easement and right-of-way over and across the following-described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

Commencing at a Brass Monument located at the Northeast Corner of Section Twenty-seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma;

Thence S89°56'03"W along the section line a distance of 749.0 feet;

Thence S00°24'04"W a distance of 70.24 feet to the Northeast Corner of Lot 1, Block 15, HEINZ ADDITION, Part Nine, Lawton, Oklahoma;

Thence N89°52'10"W along the North boundary of said HEINZ ADDITION, Part Nine, for a distance of 204.94 feet;

Thence S78°49'14"W along the North boundary of said HEINZ ADDITION, Part Nine, a distance of 101.98 feet;

Thence N89°52'10"W along the North line of said North boundary of HEINZ ADDITION, Part Nine, for a distance of 688.27 feet to the Northwest Corner of Lot 1, Block 17, said HEINZ ADDITION, Part Nine;

Thence S09°10'06"E along the West boundary of said Lot 1, Block 17, for a distance of 253.33 feet to the Southwest Corner of said Lot 1, Block 17;

Thence S89°52'10"E a distance of 30.31 feet to the POINT OF BEGINNING;

Thence S89°52'10"E a distance of 20.0 feet;

Thence S00°01'27"W a distance of 310.75 feet;

Thence S09°10'06"E a distance of 579.49 feet to a point of curvature of a tangent curve concave to the West;

Thence Southerly along the arc of said curve to the right having a radius of 581.58 feet and a central angle of 29°30'00" for an arc distance of 350.93 feet;

Thence N69°40'06"W a distance of 20.0 feet to a point on the arc of a curve concave to the West;

Thence Northerly along the arc of said curve to the left having a radius of 661.58 feet and a central angle of 29°30'00" for an arc distance of 340.63 feet to a point of tangency;

Thence N09°10'06"W a distance of 581.10 feet;

Thence N00°01'27"E a distance of 312.40 feet to the point of beginning, containing 0.568 acres, more or less; AND,

Commencing at a Brass Monument located at the Northeast Corner of Section Twenty-seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma;

Thence S89°56'03"W along the section line a distance of 749.0 feet;

WALTON AND MAGNET
ATTORNEYS AT LAW
CITY OFFICE 208 N.W.
WYOMING, OKLAHOMA 74442
(405) 277-7700

Easement Grant
Page 2

Thence S00°24'04"W a distance of 70.24 feet to the Northeast Corner of Lot 1, Block 15, HEINZ ADDITION, Part Nine, Lawton, Oklahoma;
Thence N89°52'10"W on the North boundary of said HEINZ ADDITION, Part Nine, for a distance of 204.94 feet;
Thence S78°49'14"W on the said North boundary of HEINZ ADDITION, Part Nine, for a distance of 101.98 feet;
Thence N89°52'10"W on the said North boundary of said HEINZ ADDITION, Part Nine, for a distance of 688.27 feet to the Northwest Corner of Lot 1, Block 17, said HEINZ ADDITION, Part Nine;
Thence S09°10'06"E along the West boundary of said Lot 1, Block 17, for a distance of 253.33 feet to the Southwest Corner of said Lot 1, Block 17, HEINZ ADDITION, Part Nine, this being the POINT OF BEGINNING;
Thence S89°52'10"E on the South line of said Lot 1, Block 17, for a distance of 209.07 feet;
Thence S00°07'05"W a distance of 10.0 feet;
Thence N89°52'10"W a distance of 207.43 feet;
Thence N09°10'06"W a distance of 10.13 feet, to the point of beginning,

with the right of ingress and egress to and from the same, for the purpose of laying, erecting, maintaining and operating over, through and upon the same, a sewer pipeline, with the further right to change the size thereof, to repair and maintain the same without further liability therefor.

DATED this 21 day of Sept., 1987.

WEDGEWOOD PARTNERS, an Oklahoma general partnership composed of:

Nelson G. Peregoy, Partner

Phyllis J. Peregoy, Partner

and

SIERRA CENTER DEVELOPMENT CO., INC.,
an Oklahoma corporation, Partner

By J. L. Crayton President

ATTEST:
Jay L. Crayton
(SEAL)
Secretary

MADE AND SIGNED
ATTESTED AT LAW
POST OFFICE BOX 2613
LAWTON, OKLAHOMA 73502
405-937-7206

Accepted by The Lawton City Council
this 22nd day of Sept., 1987
Wayne Kelly
Mayor
ATTEST:
[Signature]
City Clerk

BOOK 1560 PAGE 327

Easement Grant
Page 3

STATE OF OKLAHOMA)
COUNTY OF COMANCHE) SS:

The foregoing instrument was acknowledged before me
this 21 day of Sept, 1987, by NELSON G.
PEREGOY and PHYLLIS J. PEREGOY, husband and wife; and SIERRA
CENTER DEVELOPMENT CO., INC., an Oklahoma corporation,
partners, on behalf of WEDGEWOOD PARTNERS, an Oklahoma
general partnership.

Nelson G. PerEGOY
Notary Public

My commission expires:

Oct 1, 1990



BOOK 1560 PAGE 328

CERTIFICATE

LAWTON METROPOLITAN AREA PLANNING COMMISSION
APPROVAL OF SPECIAL SUBDIVISIONS

I, A. C. Bennett, Chairman of the Lawton Metropolitan Area Planning Commission for the City of Lawton, County of Comanche, State of Oklahoma, do hereby certify that said Commission duly approved the below described special subdivision on the 23rd day of September, 19 87.

Description:

Commencing at a brass monument located at the Northeast Corner of Section Twenty-seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma; thence S89°55'03"W along the section line a distance of 749.0 feet; thence S00°24'04"W a distance of 70.24 feet to the Northeast Corner of Lot 1, Block 15, Heinz Addition, Part Nine, Lawton, Oklahoma; thence N89°52'10"W along the North boundary of said Heinz Addition, Part Nine, for a distance of 204.94 feet; thence S78°49'14"W along the North boundary of said Heinz Addition, Part Nine, a distance of 101.98 feet; thence N89°52'10"W along the North line of said North boundary of Heinz Addition, Part Nine, for a distance of 688.27 feet to the Northwest Corner of Lot 1, Block 17, said Heinz Addition, Part Nine; thence S09°10'06"E along the West boundary of said Lot 1, Block 17, for a distance of 253.33 feet to the Southwest Corner of said Lot 1, Block 17; thence S89°52'10"E a distance of 30.31 feet to the point of beginning; thence S89°52'10"E a distance of 20.0 feet; thence S00°01'27"W a distance of 310.75 feet; thence S09°10'06"E a distance of 579.49 feet to a point of curvature of a tangent curve concave to the West; thence Southerly along the arc of said curve to the right having a radius of 681.58 feet and a central angle of 29°30'00" for an arc distance of 350.93 feet; thence N69°40'06"W a distance of 20.0 feet to a point on the arc of a curve concave to the West; thence Northerly along the arc of said curve to the left having a radius of 661.58 feet and a central angle of 29°30'00" for an arc distance of 340.63 feet to a point of tangency; thence N09°10'06"W a distance of 581.10 feet; thence N00°01'27"E a distance of 312.40 feet to the point of beginning, containing 0.568 acres, more or less; and,

(Continued on Page Two)

Original mailed on September 24, 1987 to Wade and Mackey, P.O. Box 2515, Lawton, OK 73502.

Copy mailed on September 24, 1987 to County Clerk, Box 65, Comanche County Courthouse, Lawton, OK 73501.

A. C. Bennett
Chairman, Lawton Metropolitan Area Planning Commission

NEEDWOOD PARTNERS/CITY OF LAWTON

BOOK 1560 PAGE 329

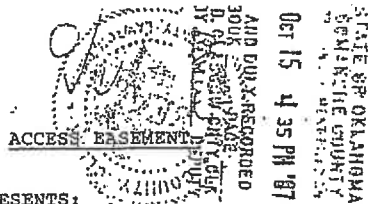
Special Subdivision Certificate
Wedgewood Partners/City of Lawton
September 23, 1987
Page Two

Commencing at a brass monument located at the Northeast Corner of Section Twenty-seven (27), Township Two (2) North, Range Twelve (12) West, I.M., Comanche County, Oklahoma; thence S89°56'03"W along the section line a distance of 749.0 feet; thence S00°24'04"W a distance of 70.24 feet to the Northeast Corner of Lot 1, Block 15, Heinz Addition, Part Nine, Lawton, Oklahoma; thence N89°52'10"W on the North boundary of said Heinz Addition, Part Nine, for a distance of 204.94 feet; thence S78°49'14"W on the North boundary of Heinz Addition, Part Nine, for a distance of 101.98 feet; thence N89°52'10"W on the said North boundary of said Heinz Addition, Part Nine, for a distance of 688.27 feet to the Northwest Corner of Lot 1, Block 17, said Heinz Addition, Part Nine; thence S09°10'06"E along the West boundary of said Lot 1, Block 17, for a distance of 253.33 feet to the Southwest Corner of said Lot 1, Block 17, Heinz Addition, Part Nine, this being the point of beginning; thence S89°52'10"E on the South line of said Lot 1, Block 17, for a distance of 209.07 feet; thence S00°07'05"W a distance of 10.0 feet; thence N89°52'10"W a distance of 207.43 feet; thence N09°10'06"W a distance of 10.13 feet to the point of beginning.

- 1

#16

BOOK 1562 PAGE 256



8018227

KNOW ALL MEN BY THESE PRESENTS:

That Wedgewood Partners, an Oklahoma general partnership consisting of Nelson G. Peregoy, partner; Phyllis J. Peregoy, partner; and Sierra Center Development Company, a corporation, partner (said Wedgewood Partners being hereinafter referred to as "GRANTOR"); for a good and valuable consideration, does hereby for itself, its successors and assigns, grant and convey to Golden Corral Corporation, a corporation (hereinafter referred to as "GRANTEE"), its successors and assigns, and for use by the customers, purveyors, invitees, employees, and agents of grantee, its successors and assigns, in connection with and for ingress and egress to and from adjacent property owned by grantee, a non-exclusive, uninterrupted and unobstructed easement for pedestrian and vehicular access, ingress and egress over, across and concerning the following described property:

BEGINNING at the Southeast corner of Lot 1, Block 17, HEINZ ADDITION, Part 9, Lawton, Comanche County, Oklahoma; THENCE S89°52'10"E on the South line of said plat of HEINZ ADDITION, Part 9, for a distance of 50.0 feet; THENCE S00°07'50"W a distance of 75.0 feet; THENCE N89°52'10"W parallel with the South line of said plat of HEINZ ADDITION, Part 9, for a distance of 50.0 feet; THENCE N00°07'50"E a distance of 75.0 feet to the Southeast corner of said Lot 1, this being the POINT OF BEGINNING.

The easement herein conveyed is not an exclusive easement, but shall remain in common with the rights of grantor, its lessees, successors, agents, employees, licensees and invitees.

Grantee shall have the right to construct, install, use, maintain, repair and replace a roadway over and across the real property described hereinabove, at grantee's sole expense and without cost to grantor.

TO HAVE AND TO HOLD the said easement hereby granted unto the grantee, its successors and assigns, as appurtenant to the adjacent land owned by grantee.

WADE AND MAHER
ATTORNEYS AT LAW
POST OFFICE BOX 215
LAWTON, OKLAHOMA 73502
(405-937-7100)

SOUTHWEST ABSTRACT CO. P.O. BOX 1149 LAWTON, OK 73501

BOOK 1562 PAGE 257

Easement
Page 2

IT WITNESS WHEREOF, the grantor has hereunto set the hands of the partners thereof on the day and year first above written.

WEDGEWOOD PARTNERS, an Oklahoma general partnership,

By: [Signature]
NELSON G. PEREGOY, Partner

By: [Signature]
PHYLLIS J. PEREGOY, Partner

By: SIERRA CENTER DEVELOPMENT COMPANY, a corporation, Partner,

By: [Signature]
President

ATTEST:

[Signature]
Secretary

THE STATE OF OKLAHOMA)
COUNTY OF COMANCHE)

SS:

The foregoing instrument was acknowledged before me this 14th day of September, 1987, by Nelson G. Peregoy, Partner; Phyllis J. Peregoy, Partner; and Sierra Center Development Company, a corporation, Partner; on behalf of Wedgewood Partners, an Oklahoma general partnership.

[Signature]
Notary Public

My Commission Expires:

January 21, 1989

BOOK 1562 PAGE 258

CERTIFICATE

LAWTON METROPOLITAN AREA PLANNING COMMISSION
APPROVAL OF SPECIAL SUBDIVISIONS

I, A. C. Bennett, Chairman of the Lawton Metropolitan Area Planning Commission for the City of Lawton, County of Comanche, State of Oklahoma, do hereby certify that said Commission duly approved the below described special subdivision on the 9th day of September, 19 87.

Description:

Beginning at the Southeast corner of Lot 1, Block 17, Heinz Addition, Part 9, Lawton, Comanche County, Oklahoma; thence S89°52'10"E on the South line of said plat of Heinz Addition, Part 9, for a distance of 50.0 feet; thence S00°07'50"W a distance of 75.0 feet; thence N89°52'10"W parallel with the South line of said plat of Heinz Addition, Part 9, for a distance of 50.0 feet; thence N00°07'50"E a distance of 75.0 feet to the Southeast corner of said Lot 1, this being the point of beginning.

Original mailed on 9-10-87 to John Mackey, P.O. Box 2515, Lawton, OK 73502.

Copy mailed on 9-10-87 to County Clerk, Box 65, Comanche County Courthouse, Lawton, OK 73501.


Chairman, Lawton Metropolitan Area
Planning Commission

WEDGEWOOD PARTNERS/GOLDEN CORRAL CORPORATION

#17

BOOK 1977 PAGE 45

REC.	—
COMP.	—
MISC.	—
MISC.	—

STATE OF OKLAHOMA
COMANCHE COUNTY
THIS INSTRUMENT FILED ON

012387

91 SEP 12 PM 3:34

PERMANENT EASEMENT GRANT

AND DULY RECORDED
BOOK PAGE
V. GRISWOLD CHY CLK
BY *[Signature]* SCPT

KNOW ALL MEN BY THESE PRESENTS:

THAT: The American National Bank of Lawton, of Comanche County, State of Oklahoma Party of the First Part, for and in consideration of the sum of Ten and no/100 DOLLARS (\$ 10.00) in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby for itself, its heirs, executors, administrators, successors, and assigns, grant and convey unto

THE CITY OF LAWTON, OKLAHOMA, A Municipal Corporation

Party of the Second Part, its successors and assigns, a Permanent Easement and right-of-way over, across and along the following described real property and premises situated in the County of Comanche, State of Oklahoma, to-wit:

A parcel of land lying in the NORTHEAST Quarter of Section 27, Township 2 North, Range 12 West, of the INDIAN MERIDIAN, COMANCHE County, OKLAHOMA, further described as follows:

Commencing at a point, being the Northeast corner of the Northeast Quarter, Section 27, T2N, R12W, I.M., Comanche County, Oklahoma;

THENCE S89°56'03"W along the Section Line for a distance of 749.000 feet;

THENCE S00°24'04"W, parallel with the east Section line for a distance of 475.240 feet, for a POINT OF BEGINNING;

THENCE S00°24'04"W a distance of 374.76 feet;
THENCE S38°46'02"E a distance of 318.20 feet;
THENCE S00°24'04"W a distance of 206.55 feet;
THENCE N89°36'56"W a distance of 26.39 feet;
THENCE N04°50'29"W a distance of 189.78 feet;
THENCE N38°46'02"W a distance of 304.39 feet;
THENCE N00°24'04"E a distance of 402.88 feet;
THENCE S89°52'10"E a distance of 35.00 feet

to the POINT of BEGINNING containing approximately 0.795 acres more or less.

With the right of ingress and egress to and from the same for the purpose of installing, constructing, maintaining, replacing, and operating over, through, and upon the said property as above described a sewer line, a water line, a drainage channel, or any other public utility; and with the further right to operate, maintain, repair or replace the same.

AUG 05 1991

FILED:
Sept. 12, 1991
@ 3:34 P.M.

BOOK:
1977
PAGE:
45

Permanent Easement Grant
Page 2

BOOK 1977 PAGE 46

State of Oklahoma)
County of Comanche) ss

In witness whereof, THE AMERICAN NATIONAL BANK OF LAWTON, has caused these presents to be signed this day of 1991.

THE AMERICAN NATIONAL BANK OF LAWTON

PRESIDENT

SECRETARY

The foregoing instrument was acknowledged before me this 2nd day of August, 1991.

NOTARY PUBLIC

Commission Expires: 10/22/94

Accepted by The Lawton City Clerk
this 13th day of August 1991

ATTEST:

City Clerk

BOOK 1977 PAGE 47

CERTIFICATE

LAWTON METROPOLITAN AREA PLANNING COMMISSION
APPROVAL OF SPECIAL SUBDIVISIONS

I, A. C. Bennett, Chairman of the Lawton
Metropolitan Area Planning Commission for the City of Lawton,
County of Comanche, State of Oklahoma, do hereby certify that
said Commission duly approved the below described special
subdivision on the 14th day of August,
1991.

Description:

A parcel of land lying in the Northeast Quarter of Section 27,
Township 2 North, Range 12 West, of the Indian Meridian, Comanche
County, Oklahoma, further described as follows:

Commencing at a point, being the Northeast corner of the
Northeast Quarter, Section 27, T2N, R12W, I.M., Comanche County,
Oklahoma; Thence S89°56'03"W along the Section Line for a
distance of 749 feet; Thence S00°24'04"W, parallel with the east
Section line for a distance of 475.240 feet, for a point of
beginning; Thence S00°24'04"W a distance of 374.76 feet; Thence
S38°46'02"E a distance of 318.20 feet; Thence S00°24'04"W a
distance of 206.55 feet; Thence N89°35'56"W a distance of 26.39
feet; Thence N04°50'29"W a distance of 189.78 feet; Thence
N38°46'02"W a distance of 304.39 feet; Thence N00°24'04"E a
distance of 402.88 feet; Thence S89°52'10"E a distance of 35 feet
to the point of beginning containing approximately 0.795 acres
more or less.

Copy mailed on August 19, 1991 to County Clerk,
Box 65, Comanche County Courthouse, Lawton, Oklahoma 73501.


VICE CHAIRMAN
Chairman, Lawton Metropolitan Area
Planning Commission

American National Bank/City of Lawton