

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

***897 +/- acres in 8 Farms
Kingfisher & Major Counties, OK***



**HERITAGE BROKERS
& AUCTIONEERS**



**HUNTING COUNTRY
REAL ESTATE**

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HUNTING COUNTRY
REAL ESTATE



HERITAGE BROKERS
& AUCTIONEERS

WELCOME AUCTION BIDDERS...!

On behalf of United County | Heritage Brokers & Auctioneers, Hunting Country Real Estate, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers or United Country | Hunting Country Real Estate, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com or www.HuntingCountry.net (for Traditional Real Estate Sales).

Thanks again for your attendance,

R. Shawn Terrel, CAI, AARE
Broker / Auctioneer
Heritage Brokers & Auctioneers
580-747-6068

Shane Terrel
Broker
Hunting Country Real Estate
580-327-7889

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com

Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into a Purchase Contract if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

897+/- acres of land (offered in 8 farms) which are located in Major and Kingfisher Counties, Oklahoma.

- **FARM 1:** 148+/- acre agricultural farm located in the NE/4 of Sec. 6-20N-9 WIM, Major Co, OK.
- **FARM 2:** 157+/- acre ag / recreational farm located in the NW/4 of Sec. 3-19N-5 WIM, Kingfisher Co, OK.
- **FARM 3:** 134 +/- acre agricultural farm located in the SE/4 of Sec. 15-19N-6 WIM, Kingfisher Co, OK.
- **FARM 4:** 135 +/- acre agricultural farm located in the SE/4 of Sec. 30-18N-6 WIM, Kingfisher Co, OK.
- **FARM 5:** 77 +/- acre agricultural farm located in the E/2 NW/4 of Sec. 34-18N-6 WIM, Kingfisher Co, OK.
- **FARM 6:** 40 +/- acres with a home located in the N/2 S/2 NE/4 of Sec. 31-18N-5 WIM, Kingfisher Co, OK.
- **FARM 7:** 75 +/- acres with a home located in the E/2 SW/4 of Sec. 21-17N-5 WIM, Kingfisher Co, OK.
- **FARM 8:** 131 +/- acre ag / recreational farm located in the SW/4 of Sec. 12-17N-5 WIM, Kingfisher Co, OK.

Bidding Open & Close Dates/Times:

- o Online Bidding Opens on Thursday, September 23rd, 2021 at 6:00pm CT
- o Online Bidding Closes on Thursday, October 21st, 2021 at 6:00pm CT

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller's Confirmation:** The properties are being offered in an Online Only Auction, with all bids subject to approval by Seller.
- 2) **Auction Bidding Registration:** Online bidder hereby acknowledges that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may **contact Lucinda Terrel at (816) 420-6257 or by email at Lucinda@BuyHeritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above.
- 4) **Property Preview:** The property can be previewed by personal inspection. FARMS 6 & 7 have homes and the homes will be open on (Sunday, Oct 3rd and Oct 17th) during the home inspection dates, or by contacting the auction managers: Shane Terrel (580) 327-7889 and Mitch Terrel (580) 732-0504. Property previews are encouraged prior to placing a bid in the auction. There may be livestock in a pasture, so please keep all the gates closed

while inspecting. Please do not drive on any crops that may be present. Direct all questions to the auction company, see website for preview dates when staff will be onsite.

- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property and financing is NOT a contingency in the purchase agreement.
- 6) **Buyer's Premium: A Five Percent (5%)** Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction the winning bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be (hand delivered, or scanned and emailed). A copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment/Earnest Deposit:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on **November 22nd, 2021**, or within (10) days after all title requirements (if any) are satisfied, or within (10) days after Buyer passes title without requirements or fails to make title requirements within the time allowed. Closing shall take place at **Solomon Abstract Company, 114 E. Miles Ave, Kingfisher OK 73750**. Closing Agent is **Kelsi Edwards**, and her phone number is **405-375-4151** email is closer@solomonabstract.com. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements filed of record.
- 11) **Minerals:** All farms are being offered surface only, and no mineral rights are being sold or transferred.
- 12) **Survey:** Farms (3, 4, 5, 7, 8) have small operation tracts that are being retained and these tracts have been surveyed. A copy of the survey for each retained tract as well as the balance of the farm can be found in the Property Information Packet (PIP). The remaining farms are adequately legally described and no boundary survey shall be required or provided by the seller. Any additional survey desired by the buyer will be at the buyer's sole cost.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title:** Title to the Property will be conveyed by a Warranty Deed in a form acceptable to Seller. Seller shall provide Buyer with a Commitment for Title Insurance (the "Commitment") issued by the Title Company showing merchantable title in Sellers to the Property, subject however to Standard Policy Exceptions stated in the Commitment, instruments filed of record, easements of record and visible easements. All Closing costs, including abstract update, certification, closing/escrow fees, deed preparation, recording fees and Title Insurance will be divided equally between Seller and Buyer.
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.

- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the “Maximum Bid” feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required non-refundable down payment. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.

OKLAHOMA REAL ESTATE COMMISSION

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

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Buyer Brokerage Agreement | <input type="checkbox"/> Listing Brokerage Agreement | <input type="checkbox"/> Option Agreement |
| <input type="checkbox"/> Sales Agreement | <input type="checkbox"/> Exchange Agreement | <input checked="" type="checkbox"/> Other <u>LISTING AGREEMENT</u> |

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

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

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

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

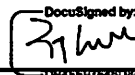
3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the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

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

I understand and acknowledge that I have received this notice on 16 day of AUGUST, 2021.

(Print Name) TONY WILDMAN

(Signature)

DocuSigned by:

 DB4FF07F48D84F...

(Print Name) _____

(Signature) _____

APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

Seller instructions: Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

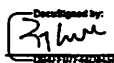
Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

Seller's Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at 2 Rural Homes located in the (SW/4) of Sec 21-17-5 and (NE/4) of Sec 31-18-5, Kingfisher County, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

Designed by:


Sep 8, 2021 | 2:21 PM PDT

Seller's Signature

Date

Seller's Signature

Date

Purchaser's Acknowledgment

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser's Signature

Date

Purchaser's Signature

Date

Note to seller and purchaser: A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 1915 N. Stiles Ave., Suite 200 (Denver N. Davison Building), Oklahoma City, Oklahoma 73105-4919. Visit the Commission's web site: www.orec.ok.gov

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property

Address: Rural homes located in (NE/4) Sec 31-18-5 and (SW/4) Sec 21-17-5, Kingfisher Co, OK

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	Sep 8, 2021 2:21 PM PDT		
Seller	Date	Seller	Date
	Date Sep 8, 2021 3:17 PM PDT	Purchaser	Date
Agent	Date	Agent	Date

OKLAHOMA

MAJOR

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

FARM 1

Abbreviated 156 Farm Record

FARM : 8046

Prepared : 9/14/21 3:50 PM

Crop Year : 2021

Operator Name : JEFFREY ALLEN SWART
Farms Associated with Operator : 40-093-6502, 40-093-7852, 40-093-8046, 40-093-8084
CRP Contract Number(s) : None
Recon ID : 40-093-2018-60
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
142.41	69.87	69.87	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	69.87	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	61.60	0.00	33	0
TOTAL	61.60	0.00		

NOTES

Tract Number : 2709

Description : NE 4 OF 6-20-9 10Y
FSA Physical Location : OKLAHOMA/MAJOR
ANSI Physical Location : OKLAHOMA/MAJOR
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : OKLAHOMA ENERGY ACQUISITIONS
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
142.41	69.87	69.87	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	69.87	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	61.60	0.00	33

OKLAHOMA

MAJOR

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 8046

Prepared : 9/14/21 3:50 PM

Crop Year : 2021

Abbreviated 156 Farm Record

Tract 2709 Continued ...

TOTAL	61.60	0.00
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NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

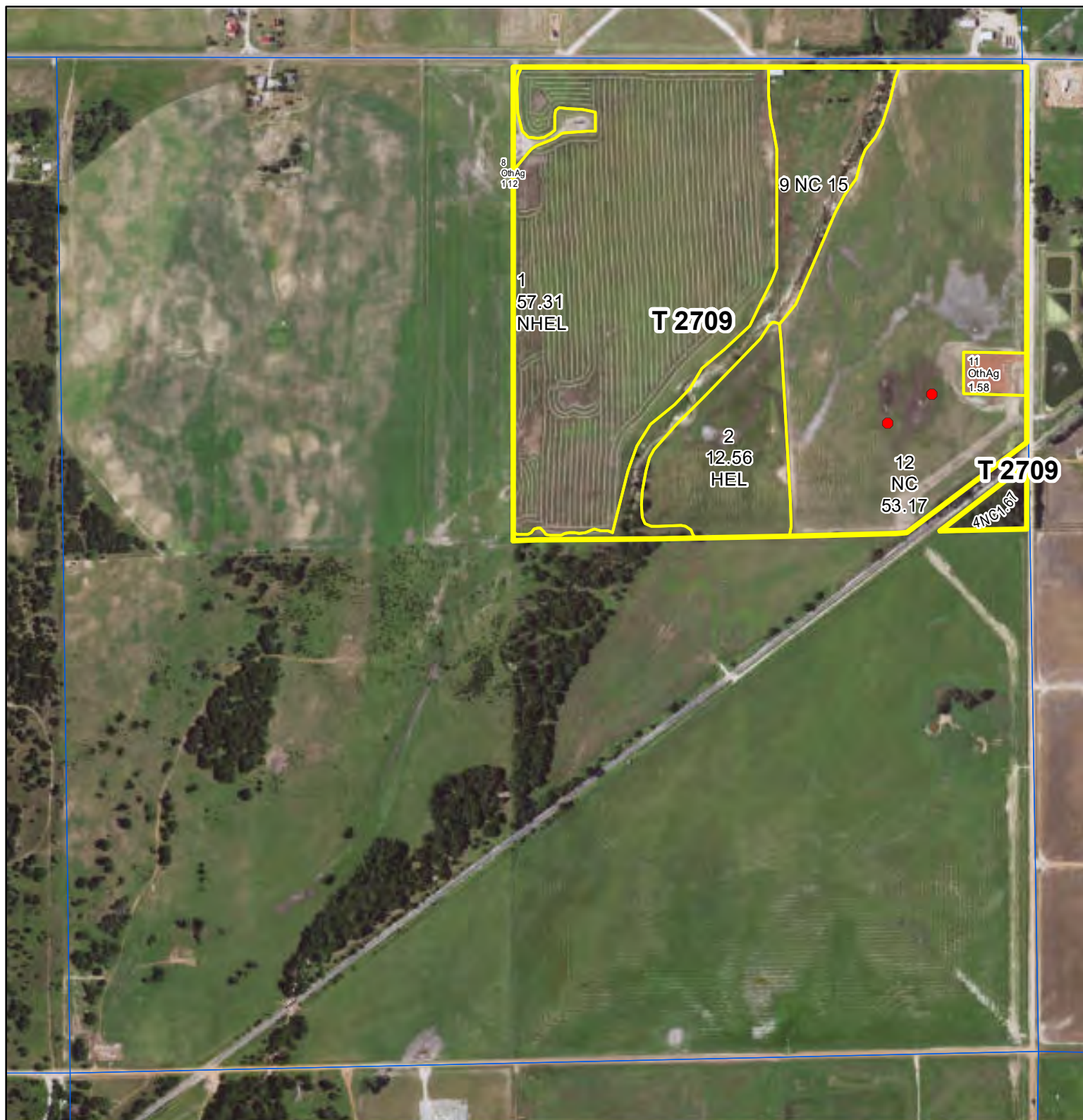


United States
Department of
Agriculture

Major County, Oklahoma

FARM 1

6-T20N-R9W



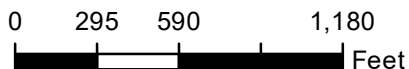
2021 Program Year

Map Created January 13, 2021

Farm 8046



Not to Scale



Wetlands

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

FARM 2

FARM: 9330

Oklahoma
Kingfisher

U.S. Department of Agriculture
Farm Service Agency

Prepared: 9/20/21 2:03 PM
Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name Farm Identifier
PEACH & PEACH JOHN & DEREK ITLO 6595(PT5512), T9531

Farms Associated with Operator:
7658, 7659, 8609, 9629

ARC/PLC G/I/F Eligibility: Eligible

Transferred From: 40083 - 0006595

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
139.39	83.16	83.16	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	83.16	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	65.2	32	0.00
Total Base Acres:	65.2		

Tract Number: 12423 Description NW4 3-19-5W

FSA Physical Location : Kingfisher, OK ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
139.39	83.16	83.16	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	83.16	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	65.2	32	0.00
Total Base Acres:	65.2		

Owners: CHOATE, MAX

CHOATE, WANDA

Other Producers: PEACH, JOHN -JOHN PEACH TRU K

PEACH, DEREK JON

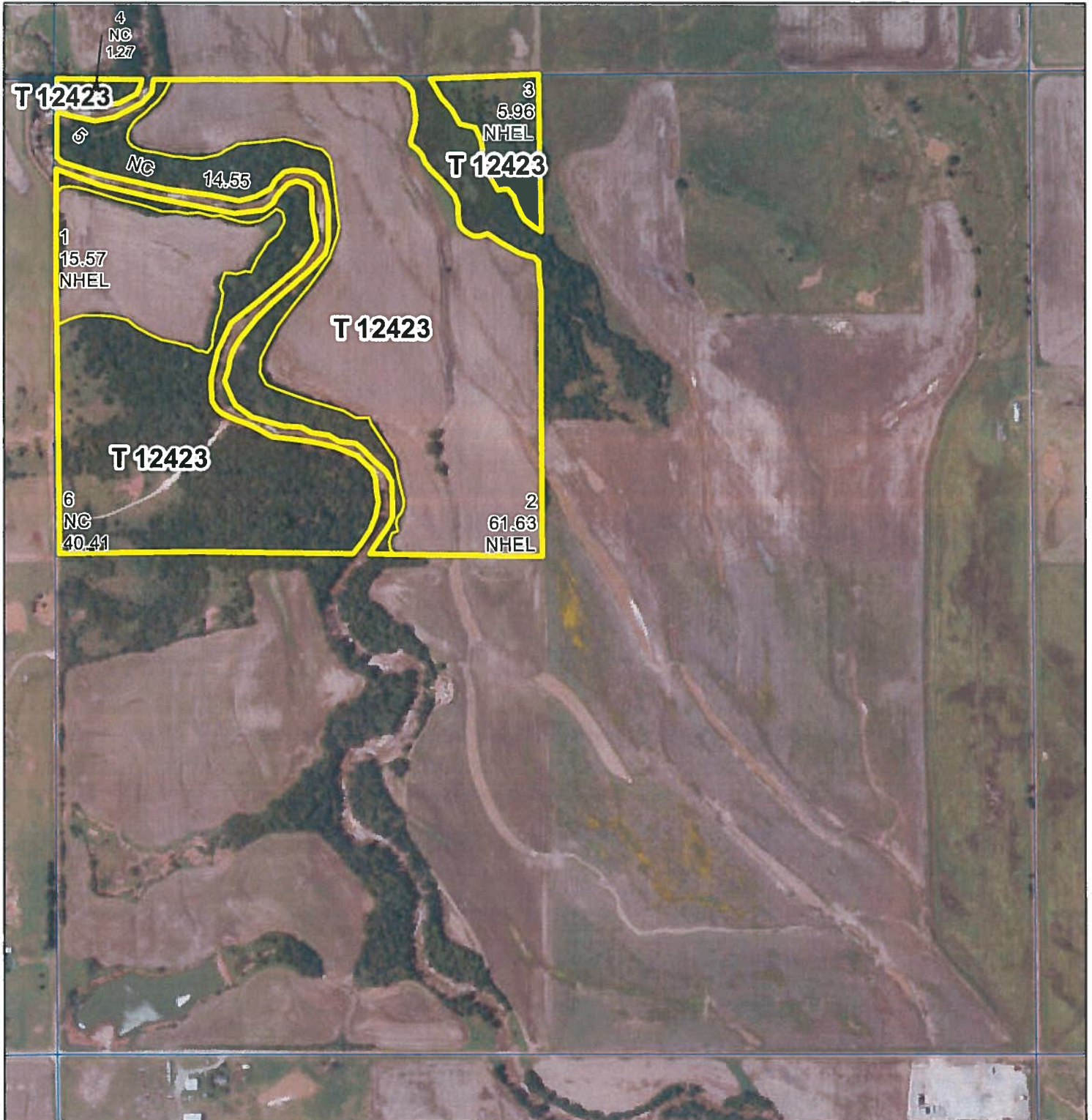
FARM 2



United States
Department of
Agriculture

Kingfisher County, Oklahoma

3-T19N-R5W



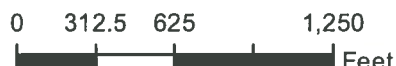
2021 Program Year

Map Created December 29, 2020

Farm 9330



Not to Scale



Wetlands

Wetland Determination Identifiers

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

FARM 3

FARM: 446

Oklahoma

U.S. Department of Agriculture

Prepared: 9/20/21 11:37 AM

Kingfisher

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

Farm Identifier

SHIMANEK, RAY ALAN

Farms Associated with Operator:

4883, 9360, 9613

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
156.51	127.66	127.66	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	127.66	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	127.66	31	0.00
Total Base Acres:	127.66		

Tract Number: 2836 Description SE4 15-19-6

FSA Physical Location : Kingfisher, OK

ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
156.51	127.66	127.66	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	127.66	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	127.66	31	0.00
Total Base Acres:	127.66		

Owners: OKLA ENERGY ACQUISITIONS LP

Other Producers: None

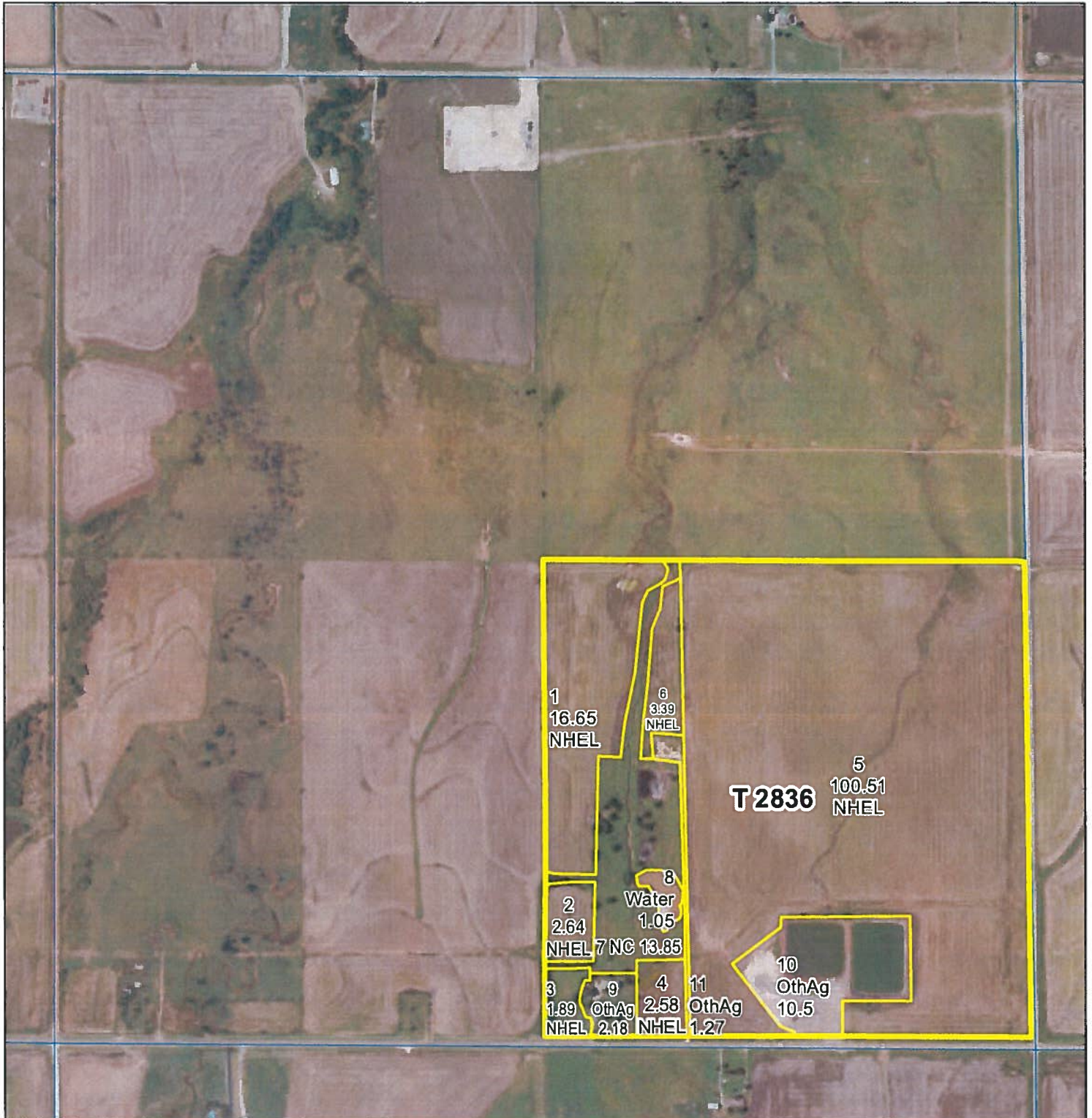
FARM 3



United States
Department of
Agriculture

Kingfisher County, Oklahoma

15-T19N-R6W



2021 Program Year

Map Created December 29, 2020

Farm 446



Not to Scale



Wetlands

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

FARM 4

FARM: 9733

Oklahoma

U.S. Department of Agriculture

Prepared: 9/20/21 11:37 AM

Kingfisher

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
OK, KINGFISHER	pt8397	2018 - 61

Farms Associated with Operator:
207, 387, 388, 404, 904, 1451, 1780, 3083, 3721, 4001, 5911, 6564, 6821, 8381, 8733, 9270, 9321, 9463, 9471, 9497, 9611, 9731, 9739, 9742, 9743, 9744,

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
157.24	140.4	140.4	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	140.4	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, SORGH	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	60.9	31	0.00
GRAIN SORGHUM	11.6	39	0.00
Total Base Acres:	72.5		

Tract Number: 2182 Description SE4 30-18-6 South Emmerich

FSA Physical Location : Kingfisher, OK

ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
157.24	140.4	140.4	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	140.4	0.0	0.0			
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction				
WHEAT	60.9	31	0.00				
GRAIN SORGHUM	11.6	39	0.00				
Total Base Acres:	72.5						

Owners: OKLAHOMA ENERGY ACQUISITIONS

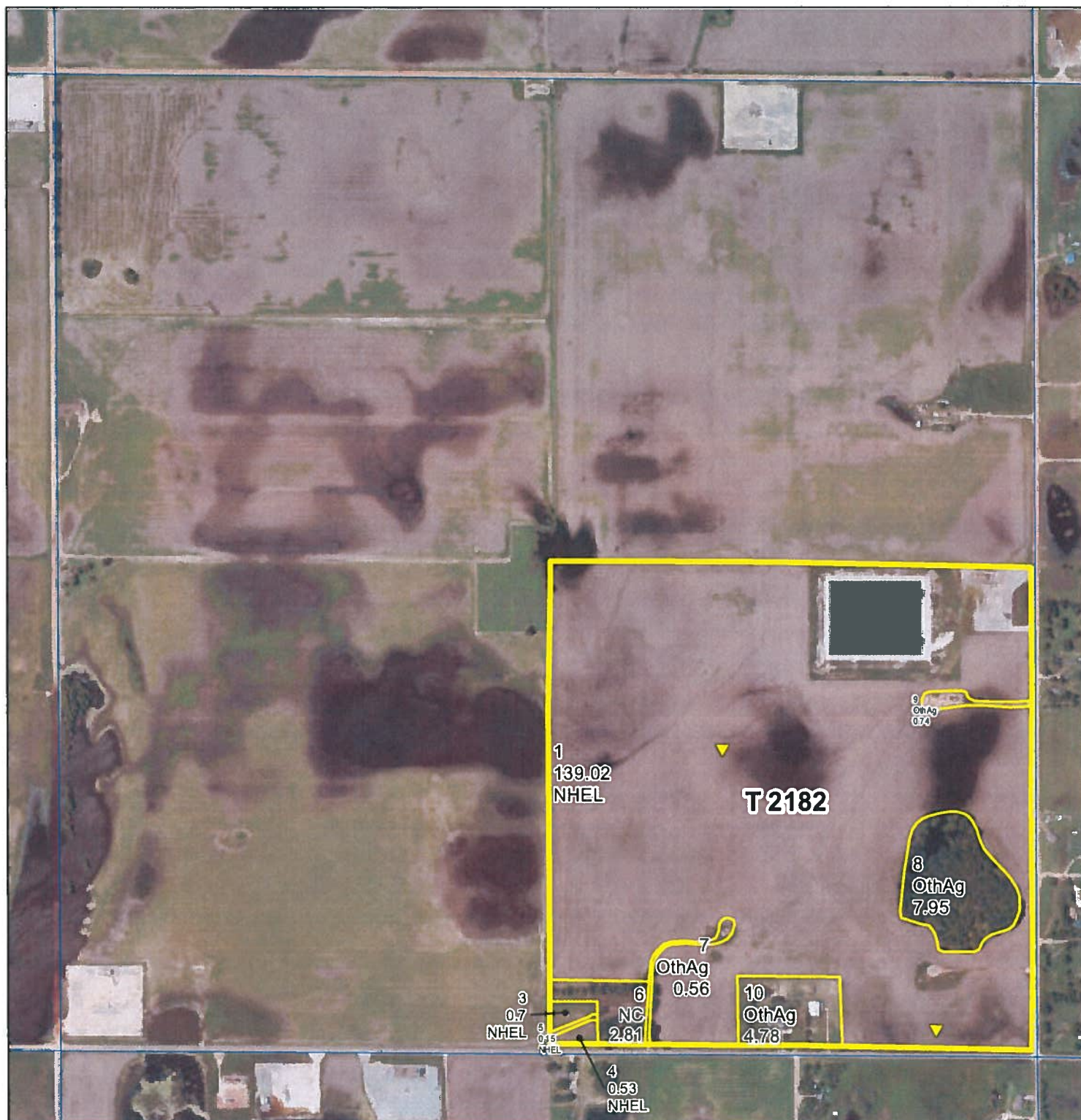


United States
Department of
Agriculture

FARM 4

Kingfisher County, Oklahoma

30-T18N-R6W



2021 Program Year

Map Created December 29, 2020

Farm 9733

Not to Scale

0 312.5 625 1,250
Feet

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

FARM 5

FARM: 5776

Oklahoma

U.S. Department of Agriculture

Prepared: 9/20/21 11:37 AM

Kingfisher

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

Farm Identifier

COSLETT, JIM

PT2224

Farms Associated with Operator:

7100, 7595, 9050

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
80.31	79.91	79.91	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	79.91	0.0	0.0					

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
NONE	WHEAT, OATS	NONE	NONE	NONE	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	22.6	30	0.00
OATS	2.8	38	0.00
Total Base Acres:	25.4		

Tract Number: 2922 Description E2NW4 34-18-6

FSA Physical Location : Kingfisher, OK

ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
80.31	79.91	79.91	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	79.91	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	22.6	30	0.00
OATS	2.8	38	0.00
Total Base Acres:	25.4		

Owners: COSLETT, JIM

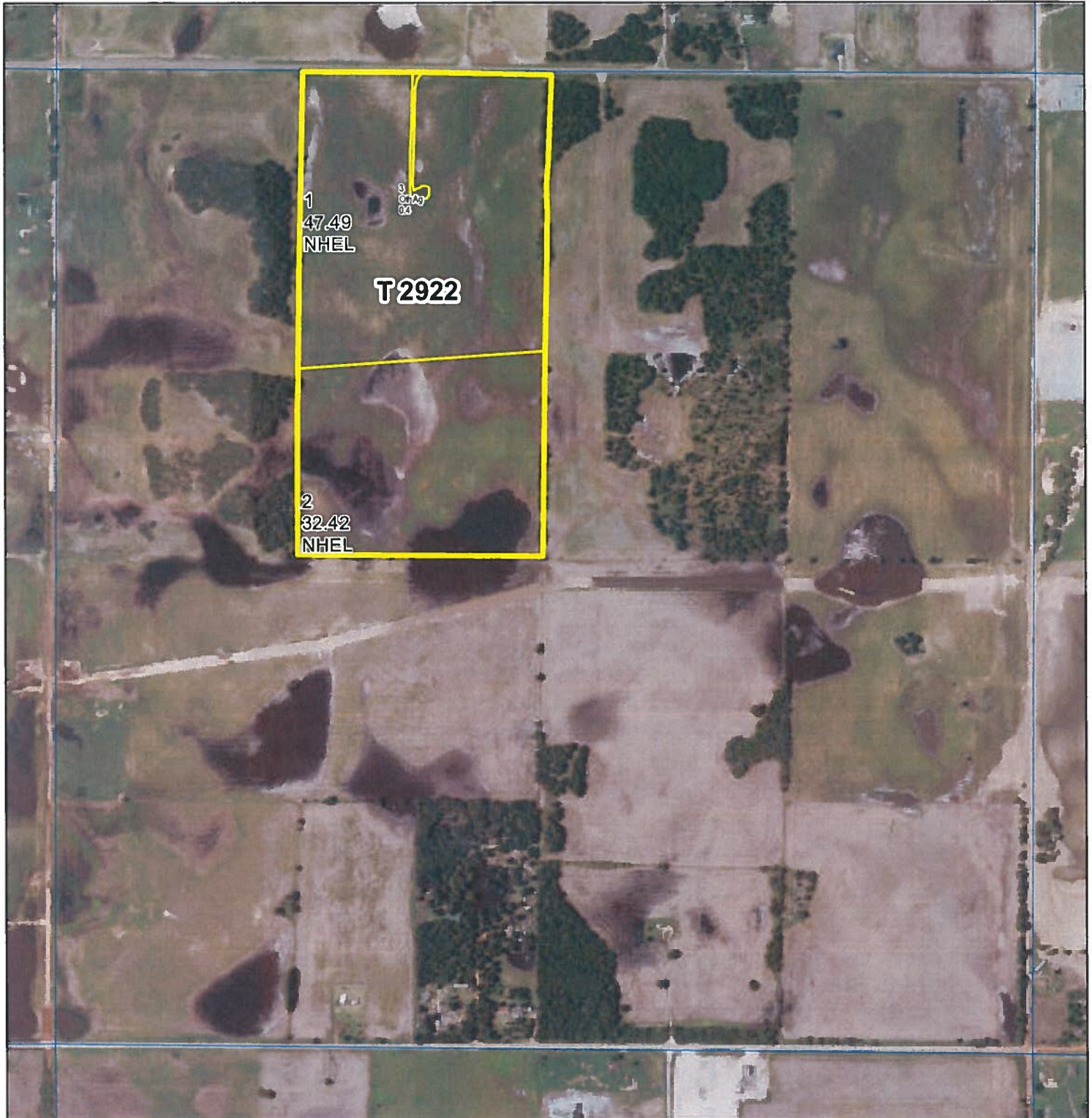


United States
Department of
Agriculture

FARM 5

Kingfisher County, Oklahoma

34-T18N-R6W



2021 Program Year

Map Created December 29, 2020

Farm 5776



Not to Scale



Wetlands

Wetland Determination Identifiers

● Restricted Use

▲ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

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FARM 6

FARM: 2773

Oklahoma

U.S. Department of Agriculture

Prepared: 9/20/21 11:38 AM

Kingfisher

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

HOGAN, JAMES CAMERON

Farm Identifier

PT D276

Farms Associated with Operator:

None

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
38.1	28.77	28.77	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	28.77	0.0	0.0					

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
WHEAT	NONE	NONE	NONE	NONE	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	25.0	24	0.00
Total Base Acres:	25.0		

Tract Number: 9719 Description N2S2NE4 31-18-5

FSA Physical Location : Kingfisher, OK

ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
38.1	28.77	28.77	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	28.77	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	25.0	24	0.00
Total Base Acres:	25.0		

Owners: HOGAN, JAMES CAMERON

Other Producers: None

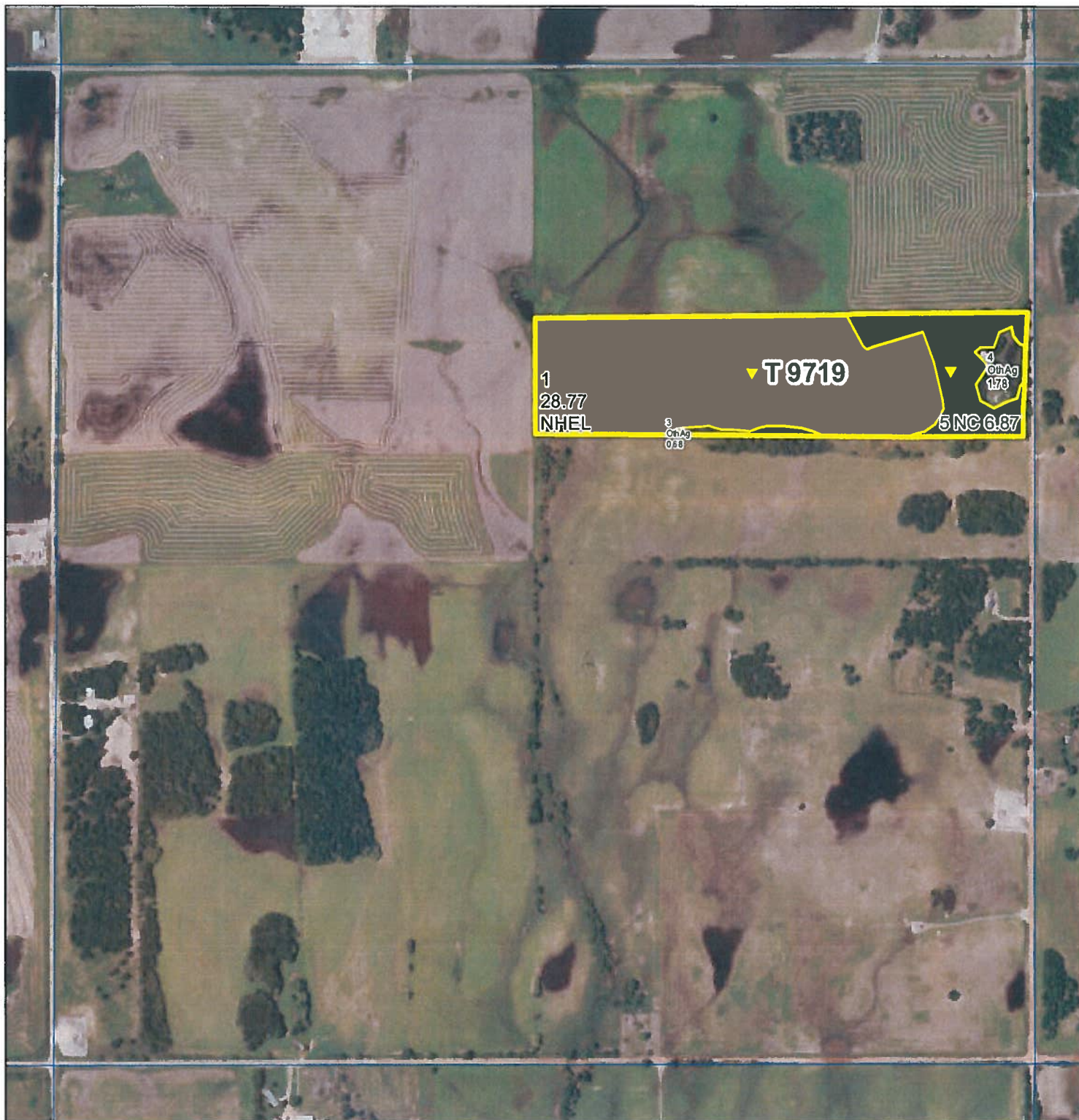


United States
Department of
Agriculture

FARM 6

Kingfisher County, Oklahoma

31-T18N-R5W



2021 Program Year

Map Created December 29, 2020

Farm 2773



Not to Scale



Wetlands

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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FARM 7

FARM: 4861

Oklahoma

U.S. Department of Agriculture

Prepared: 9/20/21 11:39 AM

Kingfisher

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

BOLLENBACH, ROY L

Farm Identifier

PT 3118

Farms Associated with Operator:

None

ARC/PLC G//F Eligibility: Ineligible-Complete G//F History

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
79.08	9.18	9.18	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	9.18	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
NONE	NONE	NONE	NONE	WHEAT	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	9.18	30	0.00
Total Base Acres:	9.18		

Tract Number: 10503 Description E2SW4 21-17-5

FSA Physical Location : Kingfisher, OK

ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
79.08	9.18	9.18	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	9.18	0.0	0.0			
Crop	Base Acreage		PLC Yield	CCC-505 CRP Reduction			
WHEAT	9.18		30	0.00			
Total Base Acres:	9.18						

Owners: BOLLENBACH, ROY L

Other Producers: None



United States
Department of
Agriculture

FARM 7

Kingfisher County, Oklahoma

21-T17N-R5W



2021 Program Year

Map Created December 29, 2020

Farm 4861



Not to Scale



Wetlands

Wetland Determination Identifiers

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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FARM 8

FARM: 7193

Oklahoma

U.S. Department of Agriculture

Prepared: 9/20/21 11:40 AM

Kingfisher

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name

Farm Identifier

SCHOENBERGER, MICHAEL

ITLO5075

Farms Associated with Operator:

None

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
147.11	95.34	95.34	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	95.34	0.0	0.0					

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
WHEAT	NONE	NONE	NONE	NONE	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	50.6	28	0.00
Total Base Acres:	50.6		

Tract Number: 11540 Description SW 12-17-5

FSA Physical Location : Kingfisher, OK

ANSI Physical Location: Kingfisher, OK

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
147.11	95.34	95.34	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	95.34	0.0	0.0			
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction				
WHEAT	50.6	28	0.00				
Total Base Acres:	50.6						

Owners: SCHOENBERGER, MICHAEL

SCHOENBERGER, CHERYL

Other Producers: None

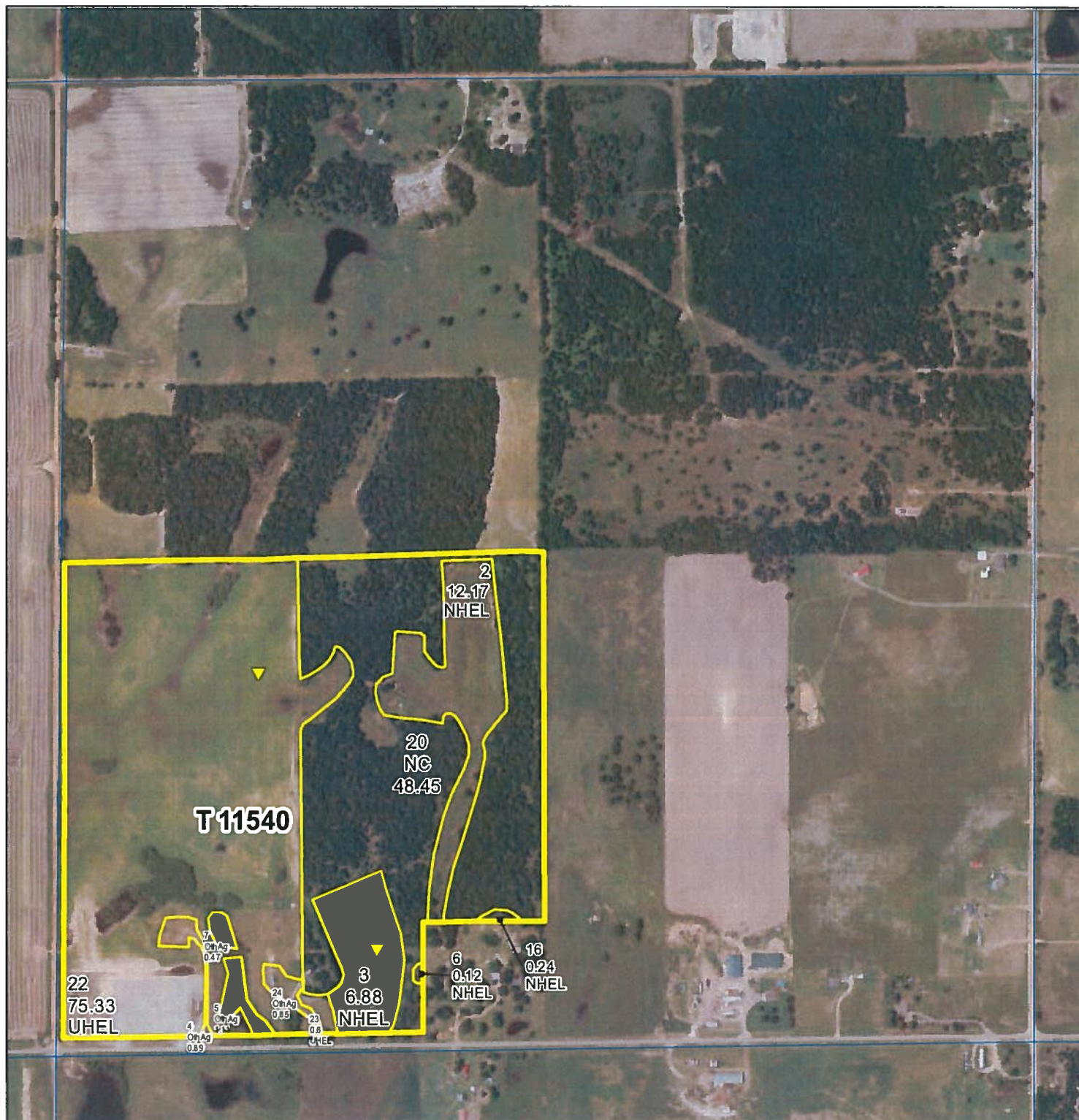


United States
Department of
Agriculture

FARM 8

Kingfisher County, Oklahoma

12-T17N-R5W



2021 Program Year

Map Created December 29, 2020

Farm 7193



Not to Scale



Wetlands

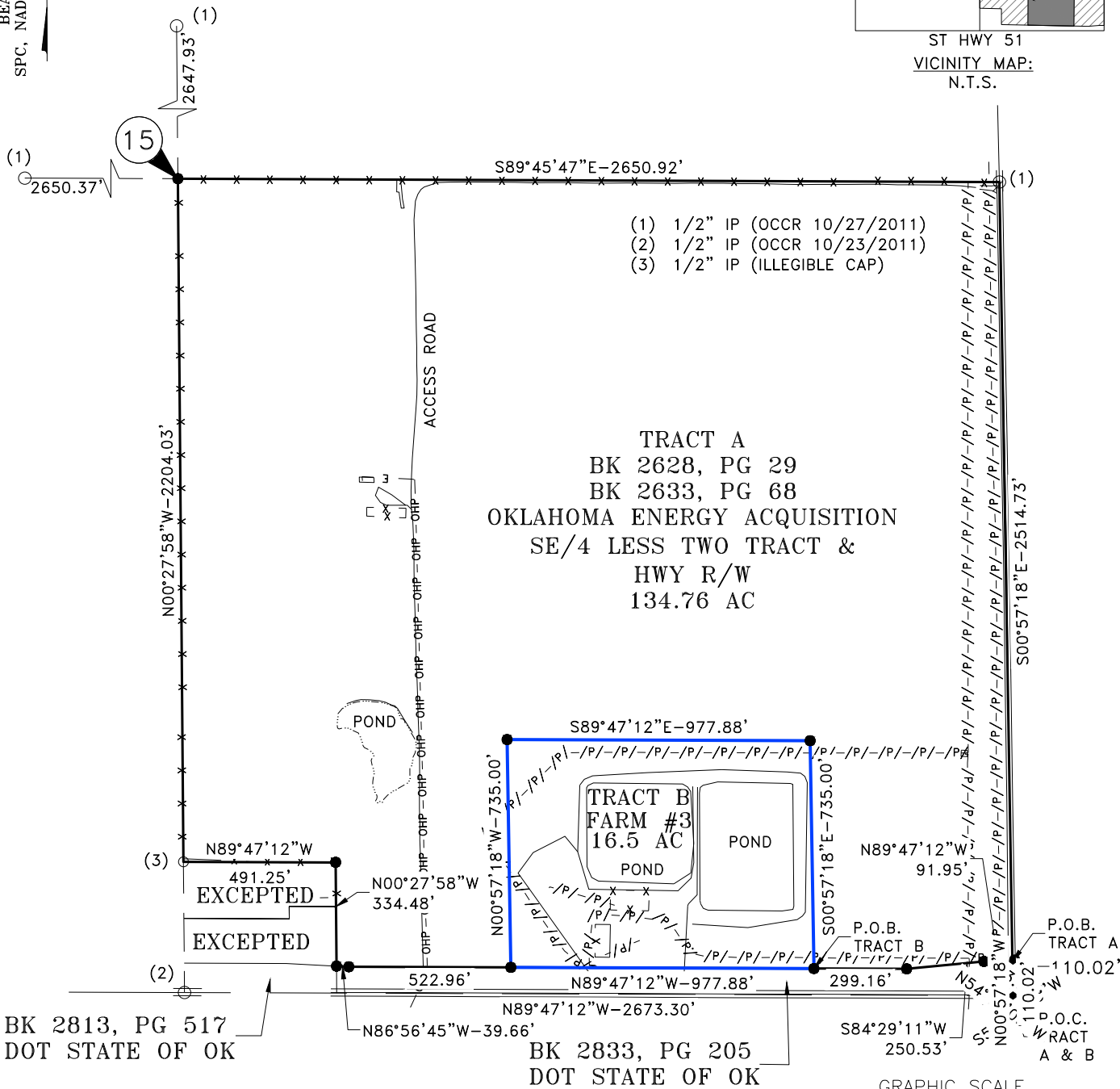
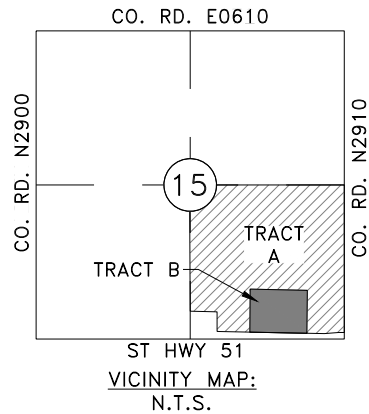
Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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SE/4 SECTION 15,
T 19 N - R 6 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA

BEARINGS ARE GRID
SPC, NAD 83, OKLAHOMA NORTH



The tracts depicted heron are a part of the tracts identified in the Surface and Mineral Deed recorded in Book 3306, Page 396 in the Kingfisher county clerk records.

No title search was provided to surveyor

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

SHAROLYN S. CUNNINGHAM, PLS #1610

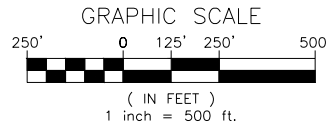
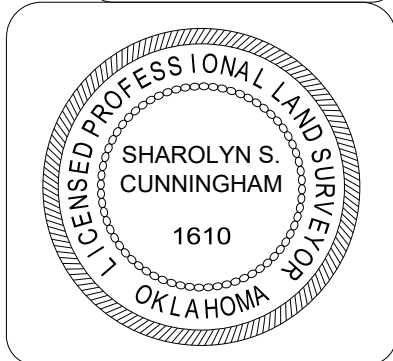
9/23/2021

Date of signature

7/15/2021

Date of last site visit

LEGEND	
CALCULATED CORNER	▲
SET MONUMENT (CA 4091)	●
FOUND MONUMENT	○
OKCR - OKLAHOMA CERTIFIED CORNER RECORD	
PARENT TRACT	—
BOUNDARY LINE	—
ELECTRIC PIPELINE	- - - - -
EXISTING PIPELINE	- - - - -
WATER LINE	- - - - -
FENCE	- x - x - x - x -



PAGE 1 OF 3

Gateway
Gateway Services Group, LLC
PO. BOX 960
MEEKER, OK 74855
OFF. (405) 273-0954
FAX (405) 273-0580
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2022

EXHIBIT "A"		
KINGFISHER TRACT BOUNDARIES		
SE/4 SECTION 15,		
T 19 N - R 6 W, I.M.,		
KINGFISHER COUNTY, OKLAHOMA		
FARM #3		
DRAWN BY: CLC	DATE: 7/15/21	CHK'D: GSG
GATEWAY NO.: 21-0117-006	SCALE: 1"=500'	
LINE NO.:	AFE:	
REV. DWN.	DESCRIPTION	DATE
1	ADDITIONAL FOUND PIN NOTED	8/4/2021
2	REVISED ACREAGE & BEARING	9/23/2021

SE/4 SECTION 15,
T 19 N - R 6 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA

TRACT A:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP NINETEEN (19) NORTH, RANGE SIX (6) WEST OF THE INDIAN BASE LINE AND MERIDIAN; AND BEING A PART OF THE TRACT IDENTIFIED IN WARRANTY DEED, RECORDED IN BOOK 2628, PAGE 29, AND WARRANTY DEED RECORDED IN BOOK 2633, PAGE 68 OF THE KINGFISHER COUNTY, STATE OF OKLAHOMA PUBLIC RECORDS; AND BEING FURTHER DESCRIBED AS SURVEYED ON THE GROUND, IN OKLAHOMA STATE PLANE COORDINATES (NAD83), AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 00°57'18" WEST ALONG THE EAST LINE OF THE SE/4, A DISTANCE OF 110.02 FEET TO THE NORTH RIGHT OF WAY LINE OF HIGHWAY 51 AND THE **POINT OF BEGINNING**;

THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES AND DISTANCES:

- 1) NORTH 89°47'12" WEST A DISTANCE OF 91.95 FEET;
- 2) THENCE SOUTH 84°29'11" WEST A DISTANCE OF 250.53 FEET;
- 3) THENCE NORTH 89°47'12" WEST A DISTANCE OF 299.16 FEET TO A POINT;

THENCE NORTH 00°57'18" EAST, AND PARALLEL WITH THE EAST LINE OF THE SE/4, A DISTANCE OF 735.00 FEET; THENCE NORTH 89°47'12" WEST, AND PARALLEL WITH THE SOUTH LINE OF THE SE/4, A DISTANCE OF 977.88 FEET; THENCE SOUTH 00°57'18" WEST, AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 735.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE NORTH 89°47'12" WEST ALONG THE RIGHT OF WAY LINE, A DISTANCE OF 522.96 FEET; THENCE NORTH 86°56'45" WEST ALONG THE RIGHT OF WAY LINE, A DISTANCE OF 39.66 FEET; THENCE NORTH 00°27'58" WEST, AND PARALLEL WITH THE WEST LINE OF THE SE/4, A DISTANCE OF 334.48 FEET; THENCE NORTH 89°47'12" WEST, AND PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 491.25 FEET TO A POINT ON SAID WEST LINE OF THE SE/4; THENCE NORTH 00°27'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 2204.03 FEET TO THE NORTHWEST CORNER OF THE SE/4; THENCE SOUTH 89°45'47" EAST ALONG THE NORTH LINE OF THE SE/4, A DISTANCE OF 2650.92 FEET TO THE NORTHEAST CORNER OF THE SE/4; THENCE SOUTH 00°57'18" EAST ALONG THE EAST LINE OF THE SE/4, A DISTANCE OF 2541.73 FEET TO THE **POINT OF BEGINNING**;

SAID TRACT CONTAINING 5,870,837 SQUARE FEET, OR 134.76 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES:

- 1) THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SUBJECT SECTION, BASED ON FOUND OKLAHOMA CERTIFIED CORNER MONUMENTS AND REFERENCES AS DEPICTED ON THE ATTACHED SURVEY, WITH BEARINGS (NORTH 89°47'12" WEST) PER OKLAHOMA NORTH STATE PLANE COORDINATES (NAD 83).
- 2) THE DATE OF FIELDWORK FOR THE DESCRIPTION ABOVE: 7/14/2021.
- 3) THE ABOVE DESCRIPTION WAS PREPARED BY SHAROLYN S. CUNNINGHAM, OKLAHOMA PROFESSIONAL LAND SURVEYOR NUMBER 1610, ON JULY 19, 2021.

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.


SHAROLYN S. CUNNINGHAM, PLS #1610

9/23/2021
Date of signature

7/15/2021
Date of last site visit



		PO. BOX 960 MEEKER, OK 74855 OFF. (405) 273-0954 FAX (405) 273-0580 C.A. NO. 4091 (LS) EXP. DATE 6-30-2022	
Gateway Services Group, LLC			
EXHIBIT "A"			
KINGFISHER TRACT BOUNDARIES SE/4 SECTION 15, T 19 N - R 6 W, I.M., KINGFISHER COUNTY, OKLAHOMA FARM #3			
DRAWN BY: CLC		DATE: 7/15/21	CHK'D: GSG
GATEWAY NO.: 21-0117-006		SCALE: 1"=500'	
LINE NO.:		AFE:	
REV.	DWN.	DESCRIPTION	DATE
1		ADDITIONAL PIN FOUND	8/4/2021
2		REVISED ACREAGE & BEARING	9/23/2021

SE/4 SECTION 15,
T 19 N - R 6 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA

TRACT B:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP NINETEEN (19) NORTH, RANGE SIX (6) WEST OF THE INDIAN BASE LINE AND MERIDIAN; AND BEING A PART OF THE TRACT IDENTIFIED IN WARRANTY DEED, RECORDED IN BOOK 2628, PAGE 29, AND WARRANTY DEED RECORDED IN BOOK 2633, PAGE 68, AND INCLUDING SURFACE DEED RECORDED IN BOOK 3189, PAGE 306 OF THE KINGFISHER COUNTY, STATE OF OKLAHOMA PUBLIC RECORDS; AND BEING FURTHER DESCRIBED AS SURVEYED ON THE GROUND, IN OKLAHOMA STATE PLANE COORDINATES (NAD83), AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 00°57'18" WEST ALONG THE EAST LINE OF THE SE/4, A DISTANCE OF 110.02 FEET TO THE NORTH RIGHT OF WAY LINE OF HIGHWAY 51;

THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES AND DISTANCES:

- 1) NORTH 89°47'12" WEST A DISTANCE OF 91.95 FEET;
- 2) THENCE SOUTH 84°29'11" WEST A DISTANCE OF 250.53 FEET;
- 3) THENCE NORTH 89°47'12" WEST A DISTANCE OF 299.16 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°57'18" EAST, AND PARALLEL WITH THE EAST LINE OF THE SE/4, A DISTANCE OF 735.00 FEET; THENCE NORTH 89°47'12" WEST, AND PARALLEL WITH THE SOUTH LINE OF THE SE/4, A DISTANCE OF 977.88 FEET; THENCE SOUTH 00°57'18" WEST, AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 735.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE SOUTH 89°47'12" EAST ALONG THE RIGHT OF WAY LINE, A DISTANCE OF 977.88 FEET TO THE **POINT OF BEGINNING**;

SAID TRACT CONTAINING 718,742 SQUARE FEET, OR 16.5 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES:

- 1) THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SUBJECT SECTION, BASED ON FOUND OKLAHOMA CERTIFIED CORNER MONUMENTS AND REFERENCES AS DEPICTED ON THE ATTACHED SURVEY, WITH BEARINGS (NORTH 89°47'12" WEST) PER OKLAHOMA NORTH STATE PLANE COORDINATES (NAD 83).
- 2) THE DATE OF FIELDWORK FOR THE DESCRIPTION ABOVE: 7/14/2021.
- 3) THE ABOVE DESCRIPTION WAS PREPARED BY SHAROLYN S. CUNNINGHAM, OKLAHOMA PROFESSIONAL LAND SURVEYOR NUMBER 1610, ON JULY 19, 2021.

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.


SHAROLYN S. CUNNINGHAM, PLS #1610

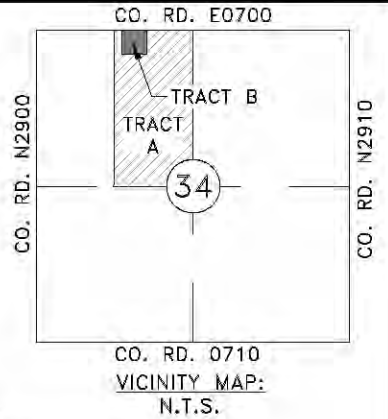
9/23/2021
Date of signature

7/15/2021
Date of last site visit

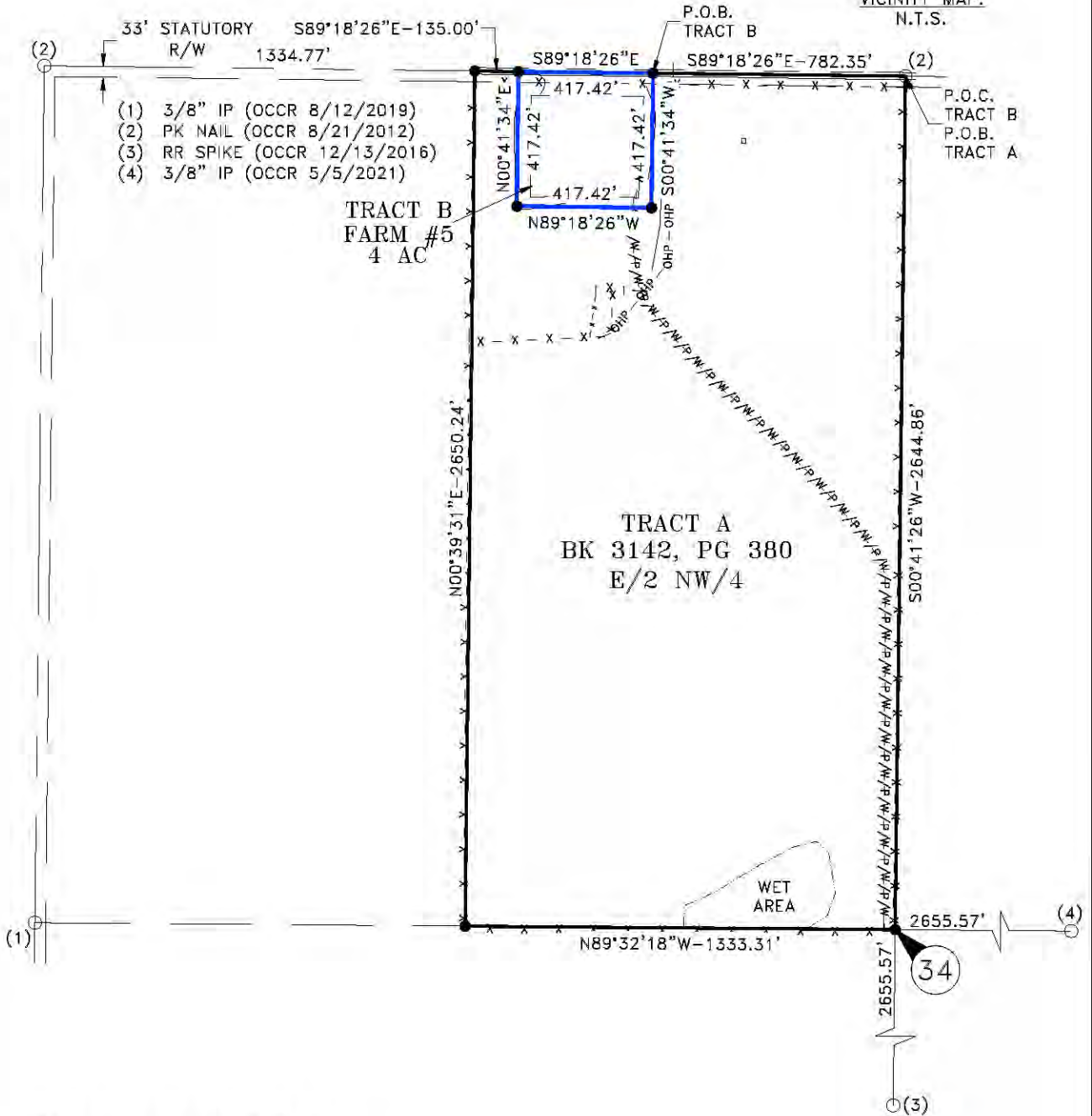


		PO. BOX 960 MEEKER, OK 74855 OFF. (405) 273-0954 FAX (405) 273-0580 C.A. NO. 4091 (LS) EXP. DATE 6-30-2022	
Gateway Services Group, LLC			
EXHIBIT "A"			
KINGFISHER TRACT BOUNDARIES SE/4 SECTION 15, T 19 N - R 6 W, I.M., KINGFISHER COUNTY, OKLAHOMA FARM #3			
DRAWN BY: CLC		DATE: 7/15/21	CHK'D: GSG
GATEWAY NO.: 21-0117-006		SCALE: 1"=500'	
LINE NO.:		AFE:	
REV. DWN.	DESCRIPTION		DATE
1	ADDITIONAL FOUND PIN NOTED		8/4/2021
2	REVISED ACREAGE & BEARING		9/23/2021

E/2 NW/4 SECTION 34,
T 18 N - R 6 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA



BEARINGS ARE GRID
SFC, NAD 83, OKLAHOMA NORTH



The tracts depicted hereon are a part of the tracts identified in Warranty deed recorded in Book 3190, Page 492, and in the Surface and Mineral deed recorded in Book 3306, Page 396, and previously conveyed by Warranty deed recorded in Book 3142, Page 380 in the Kingfisher county clerk records.

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Sharolyn S. Cunningham
SHAROLYN S. CUNNINGHAM, PLS #1610

7/9/2021
Date of signature

7/7/2021
Date of last site visit

LEGEND	
CALCULATED CORNER	▲
SET MONUMENT (CA 4091)	●
FOUND MONUMENT	○
OCCR - OKLAHOMA CERTIFIED CORNER RECORD	
PARENT TRACT	—
BOUNDARY LINE	—
EXISTING PIPELINE	- - -
WATER LINE	- - -
FENCE	- x - x - x -

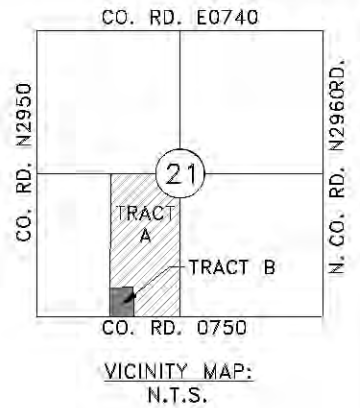


PAGE 1 OF 3

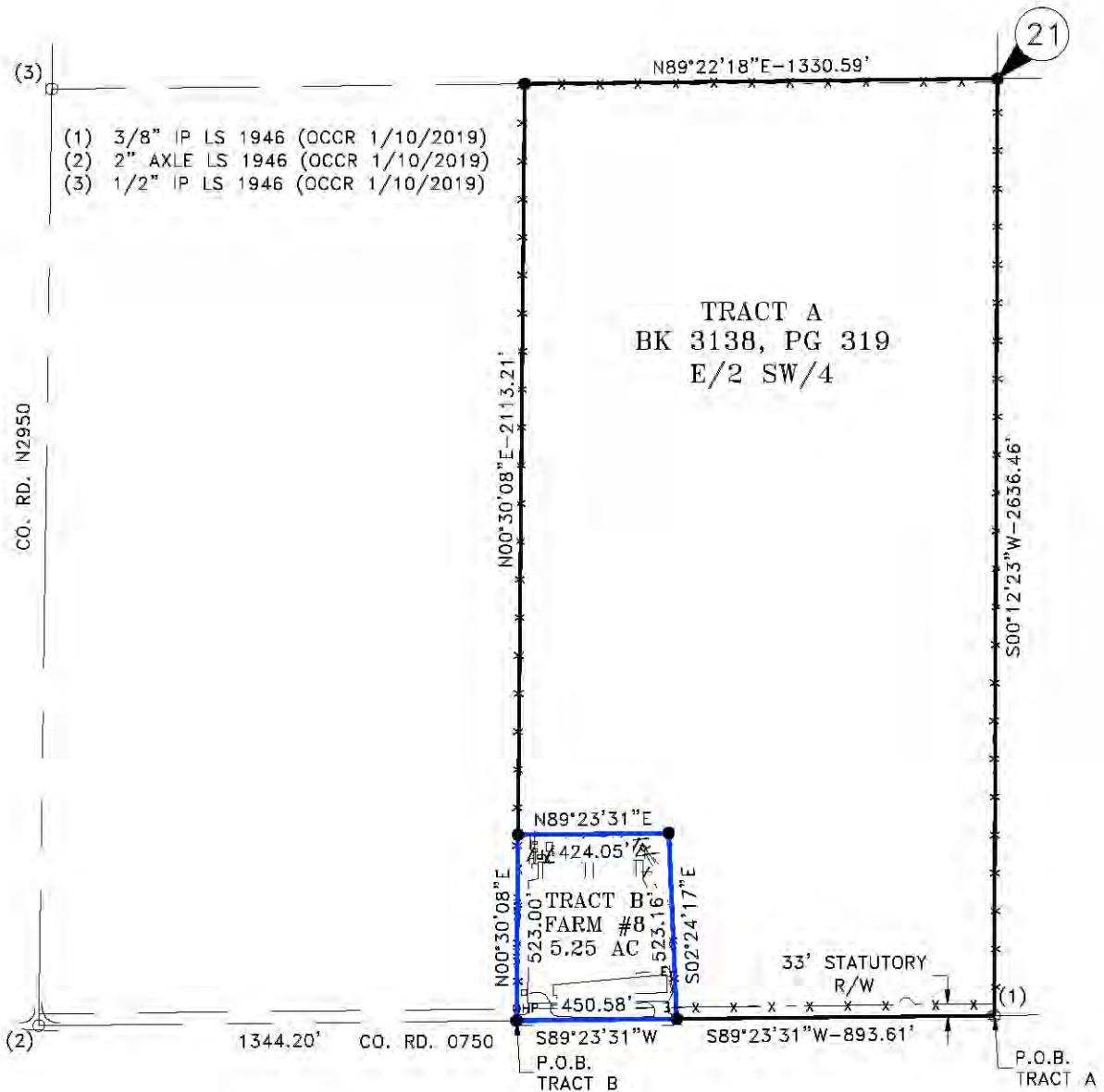
Gateway
Gateway Services Group, LLC
P.O. BOX 960
MEEKER, OK 74855
OFF. (405) 273-0854
FAX (405) 273-0380
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2022

EXHIBIT "A"		
KINGFISHER TRACT BOUNDARIES		
E/2 NW/4 SECTION 34,		
T 18 N - R 6 W, I.M.,		
KINGFISHER COUNTY, OKLAHOMA		
FARM #5		
DRAWN BY: CLC	DATE: 7/8/21	CHK'D: CSG
GATEWAY NO.: 21-0117-004	SCALE: 1"=500'	
LINE NO.:	AFE:	
REV. DWN.	DESCRIPTION	DATE

E/2 SW/4 SECTION 21,
T 17 N - R 5 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA



BEARINGS ARE GRID
SPC, NAD 83, OKLAHOMA NORTH



The tracts depicted heron are a part of the tracts identified in the Surface and Mineral Deed recorded in Book 3306, Page 396 in the Kingfisher county clerk records.

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Sharolyn S. Cunningham
SHAROLYN S. CUNNINGHAM, PLS #1610

7/8/2021
Date of signature

7/7/2021
Date of last site visit

LEGEND	
CALCULATED CORNER	▲
SET MONUMENT (CA 4091)	●
FOUND MONUMENT	○
OCGR - OKLAHOMA CERTIFIED CORNER RECORD	
PARENT TRACT	—
BOUNDARY LINE	—
EXISTING PIPELINE	-PI-PI-PI-PI-PI-PI-PI-
ELECTRIC LINE	-E-E-E-E-E-E-E-E-
O/H POWER LINE	-DP-DP-DP-DP-DP-DP-
WATER LINE	-W-W-W-W-W-W-W-W-
FENCE	-X-X-X-X-X-

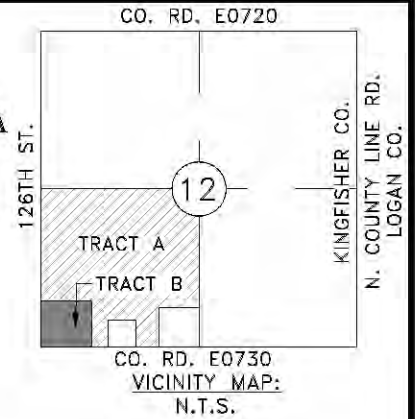


PAGE 1 OF 3

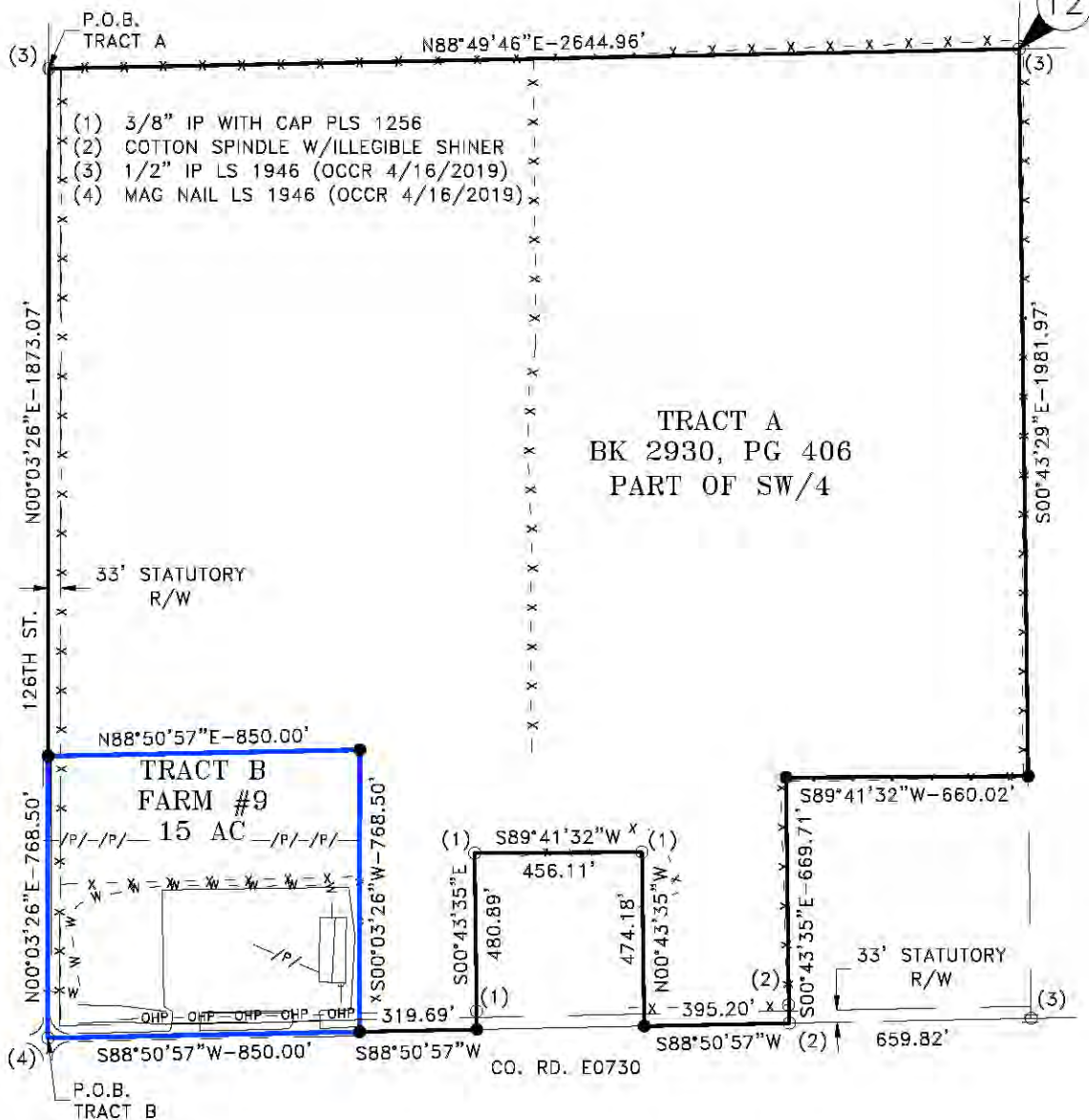
Gateway
Gateway Services Group, LLC
P.O. BOX 960
MEEKER, OK 74855
OFF. (405) 273-0854
FAX (405) 273-0380
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2022

EXHIBIT "A"		
KINGFISHER TRACT BOUNDARIES E/2 SW/4 SECTION 21, T 17 N - R 5 W, I.M., KINGFISHER COUNTY, OKLAHOMA FARM #8		
DRAWN BY: CLC	DATE: 7/7/21	CHK'D: CSG
GATEWAY NO.: 21-0117-002	SCALE: 1"=500'	
LINE NO.:	AFE:	
REV. DWN.	DESCRIPTION	DATE

SW/4 SECTION 12,
T 17 N - R 5 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA



BEARINGS ARE GRID
SPC, NAD 83, OKLAHOMA NORTH



The tracts depicted hereon are a part of the tracts identified in the Surface and Mineral Deed recorded in Book 3306, Page 396 in the Kingfisher county clerk records.

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

SHAROLYN S. CUNNINGHAM, PLS #1610

7/8/2021

Date of signature

7/7/2021

Date of last site visit

LEGEND	
CALCULATED CORNER	▲
SET MONUMENT (CA 4091)	●
FOUND MONUMENT	○
OCOR - OKLAHOMA CERTIFIED CORNER RECORD	
PARENT TRACT	—
BOUNDARY LINE	—
EXISTING PIPELINE	- - -
WATER LINE	- - -
FENCE	- x - x - x - x -



PAGE 1 OF 3

Gateway
Gateway Services Group, LLC

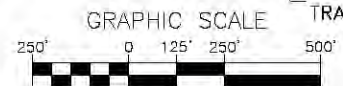
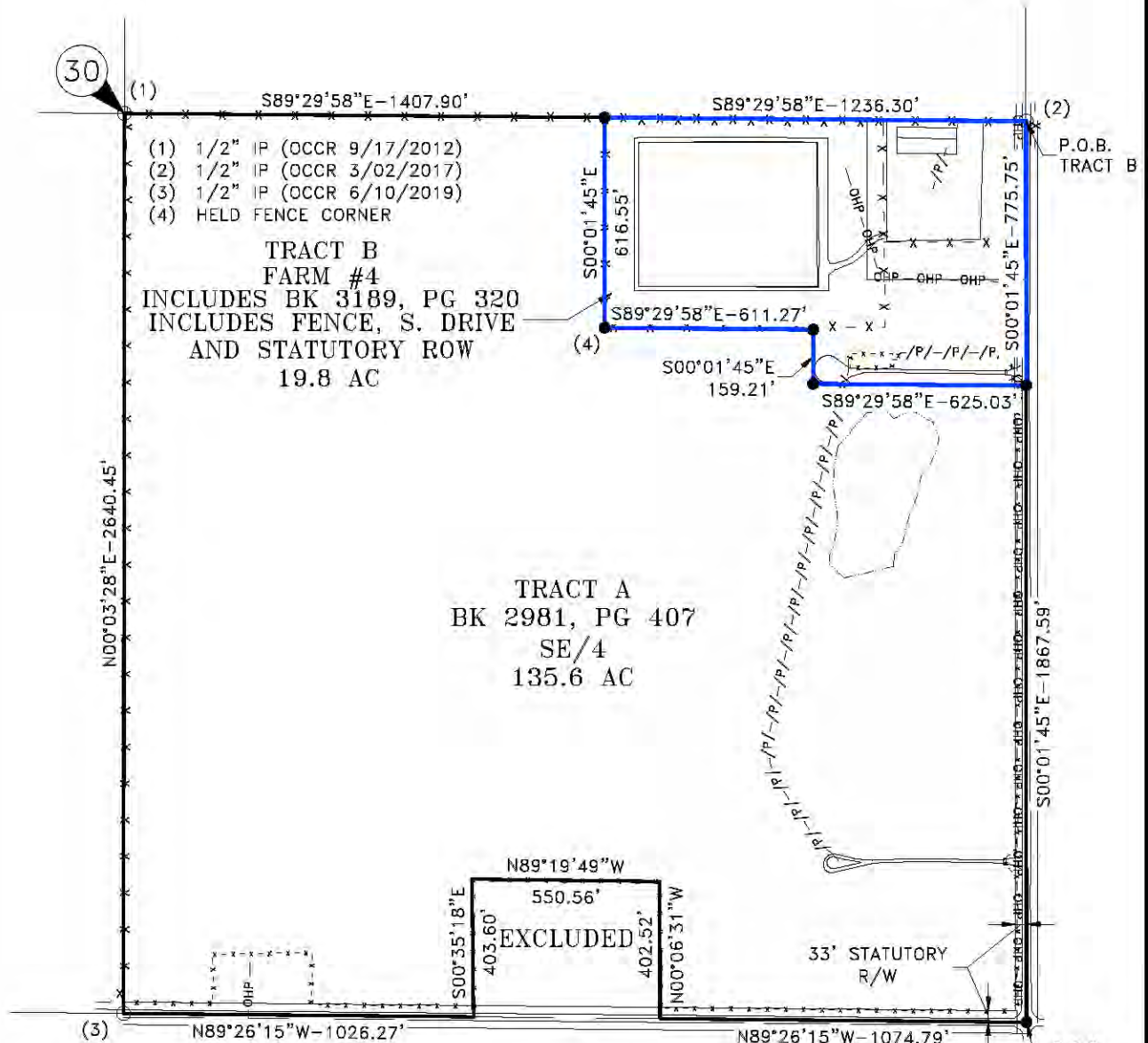
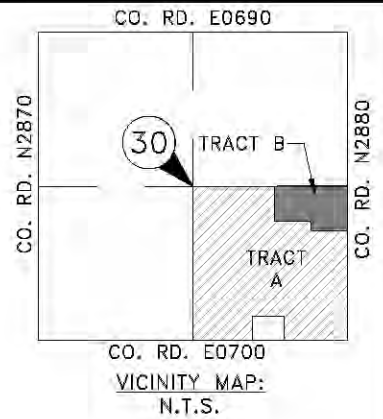
P.O. BOX 960
MEEKER, OK 74855
OFF. (405) 273-0854
FAX (405) 273-0580
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2022

EXHIBIT "A"
KINGFISHER TRACT BOUNDARIES
SW/4 SECTION 12,
T 17 N - R 5 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA
FARM #9

DRAWN BY: CLC	DATE: 7/7/21	CHK'D: CSG
GATEWAY NO.: 21-0117-001	SCALE: 1"=500'	
LINE NO.:	AFE:	
REV. DWN.	DESCRIPTION	DATE

BEARINGS ARE GRID
SPC, NAD 83, OKLAHOMA NORTH

SE/4 SECTION 30,
T 18 N - R 6 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA



The tracts depicted heron are a part of the tracts identified in the Surface and Mineral Deed recorded in Book 3306, Page 396 in the Kingfisher county clerk records.

No title search was provided to surveyor

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

SHAROLYN S. CUNNINGHAM, PLS #1610

7/23/2021

Date of signature

7/15/2021

Date of last site visit

LEGEND

CALCULATED CORNER	▲
SET MONUMENT (CA 4091)	●
FOUND MONUMENT	○
OCCR - OKLAHOMA CERTIFIED CORNER RECORD	
PARENT TRACT	—
BOUNDARY LINE	—
ELECTRIC LINE	- - - - -
EXISTING PIPELINE	- - - - -
WATER LINE	- - - - -
FENCE	- x - x - x - x -



PAGE 1 OF 3

Gateway

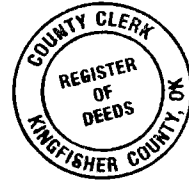
Gateway Services Group, LLC

P.O. BOX 960
MEEKER, OK 74855
OFF. (405) 273-0854
FAX (405) 273-0380
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2022

EXHIBIT "A"

KINGFISHER TRACT BOUNDARIES
SE/4 SECTION 30,
T 18 N - R 6 W, I.M.,
KINGFISHER COUNTY, OKLAHOMA
FARM #4

DRAWN BY: CLC	DATE: 7/15/21	CHK'D: CSG
GATEWAY NO.: 21-0117-006R1	SCALE: 1"=500'	
LINE NO.:	AFE:	
REV. DWN.	DESCRIPTION	DATE
1	CLC CORRECTED ACREAGE ON TRACT A	7/23/21



EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA

KNOW ALL MEN BY THESE
PRESENTS

COUNTY OF KINGFISHER

Grantor(s): BCE-Mach III Midstream Holdings, LLC
14201 Wireless Way, Suite 300
Oklahoma City, OK 73134

Grantee: BCE-Mach III Midstream Holdings, LLC
14201 Wireless Way, Suite 300
Oklahoma City, OK 73134

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned Grantor (whether one or more), does grant, bargain, sell and convey unto **BCE-Mach III Midstream Holdings, LLC** as Grantee, its successors and assigns, all of the following:

1. Easement. A permanent easement and right-of-way Thirty feet (50') in width, as depicted on the attached survey Plat marked Exhibit A, (the "Easement"), together with all improvements located on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing a maximum of four (4) pipelines, together with such appurtenant facilities as from time to time deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of the pipeline(s), for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through the pipeline(s). The description of the Easement, and the land out of which the same is being acquired ("Grantor's Land"), situated in Kingfisher County, Oklahoma, to-wit:

Northwest Quarter (NW) Section Thirty-Four (34), Township Eighteen North (18N),
Range Six West (6W) Kingfisher County, Oklahoma

as shown on
attached plats marked Exhibit "A"

2. Temporary Construction Easements. Temporary construction easements of One Hundred feet (100') in width ("Temporary Construction Easements"), together with all improvements located on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, are to be used only in connection with and during the original construction of the pipeline(s) on the Easement. Grantee shall have access to use Temporary Construction Easements for any future lines laid within the Easement. The Temporary Construction Easement shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the particular pipeline(s) the Temporary Construction Easement is utilized for on the Easement; or (ii) upon one (1) year following the start of construction of the particular pipeline(s).

3. Need for Additional Workspace. Grantor expressly agrees that in the event the route of the pipeline(s) to be constructed should cross any roads, railroads, creeks, or other waterways located on Grantor's Land or other places requiring extra work space, or if the rights granted to Grantee require extra workspace, then Grantee shall have the right and temporary access to additional working space which may be necessary, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads. Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement granted and Grantee shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipeline(s) within the boundaries of the Easement, and to install and maintain above-ground pipeline(s) markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law.

7. Pipeline Depth. The pipeline(s) will be buried laid and maintained to a minimum depth of thirty-six (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipeline(s) may be buried at a lesser depth.

8. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipeline(s) without prior, written consent of the Grantee.

9. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to, and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- a) All oil, gas, sulfur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired. Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth is not

- disturbed and the pipeline(s) and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and,
- b) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens and graze livestock on the Easement.

10. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

11. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right-of-Way Agreement in whole or in part.

12. Binding Effect / Counterparts. The terms and conditions of this Easement shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns. This instrument may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and shall be binding upon and effective as to each party executing the same regardless of whether all of the parties join in the execution of this instrument. All of such counterparts shall constitute one and the same instrument and may be combined to form a single instrument for recording purposes.

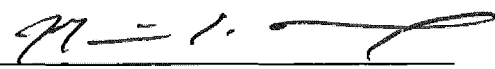
13. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated. herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

14. Abandonment. Upon the failure of Grantee to use the line constructed under the terms of this easement for a period in excess of 24 calendar months this easement and right of way will expire under its own terms. Upon the expiration of this agreement all rights contained in the document will revert to the owner of record, provided that such nonuse is not the direct result of reasons outside the direct and reasonable control of Grantee

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances in anyway belonging unto Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this 4th day of October, 2021.

Grantor: BCE Mach III Midstream Holdings, LLC

By: 
Michael E. Reel, General Counsel DP

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss:

4th BEFORE me, the undersigned, a Notary Public in and for said County and State, on this day of October, 2021 personally appeared **Michael E. Reel, General Counsel for BCE-Mach III Midstream Holdings, LLC**, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

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

Kristy Harper
Notary Public

My Commission expires: 4-24-2022
My Commission #: 14003762



RETURN TO:
BCE-Mach III Midstream Holdings, LLC
14201 Wireless Way, Suite 300
Oklahoma City, OK 73134

Exhibit 'A'

Attached to and made a part hereof to that certain Easement and Right-of-Way Agreement between BCE Mach III
Midstream Holdings, LLC and BCE Mach III Midstream Holdings, LLC.

**Northwest Quarter of Section 34
Township 18N Range 6W**



REAL ESTATE AUCTION PURCHASE AGREEMENT

TRACT # _____

BIDDER # _____

This Real Estate Auction Purchase Agreement (this "Agreement") is entered into effective the 21st day of October 2021, between **BCE-Mach III LLC** (Seller) and

print buyer's name (Buyer).

1. **Sale:** Subject to the terms and conditions of this Agreement, the Seller agrees to sell and the Buyer agrees to purchase on the terms hereafter stated, certain real property located in Oklahoma and more particularly described on **Exhibit A** attached hereto, together with, and subject to all improvements, easements, rights of way, restrictions, unreleased oil and gas leases, appurtenances, and privileges (the "Property"), **LESS AND EXCEPT all of the oil and gas mineral interests in and to the Property.**
2. **Price:** Subject to the adjustments and prorations hereafter described, the purchase price to be paid by the Buyer to the Seller for the purchase of the Property is the sum of

High Bid Price \$ _____
5 % Buyer's Premium \$ _____
Total Purchase Price \$ _____
Non-Refundable Down Payment/Deposit \$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an escrow account by Closing Agent.
Balance of Purchase Price \$ _____
In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.
3. **Title:** Title to the Property will be conveyed by a Warranty Deed in a form and substance reasonably acceptable to properly convey title, subject to conditions, zoning, restrictions and easements of record, if any. Within Five (5) days after execution of this Agreement, Seller shall provide Buyer with a Commitment for Title Insurance (the "Commitment") issued by the Title Company showing merchantable title in Sellers to the Property, subject however to Standard Policy Exceptions stated in the Commitment, instruments filed of record, easements of record and visible easements. The Buyer shall have Five (5) days from the date the Commitment is delivered to Buyer to review the Commitment. If Buyer has valid objections in addition to the requirements noted in the Commitment, Buyer must present such objections in writing to Seller in care of **Solomon Abstract Co, 114 E. Miles Avenue, Kingfisher OK, with an office phone number of 405-375-4151**, and the Sellers shall have a reasonable amount of time provided to satisfy such requirements. Any objections not so presented within Five (5) days shall be deemed waived. Nothing shall be construed as an encumbrance or defect in title where the same is not so construed by the Title Examination Standards adopted by the Oklahoma Bar Association, where applicable.
4. **Adjustments and Prorations:** The Seller will pay all real and personal property ad valorem taxes prior to the Closing Date. The Buyer will pay all real and personal property ad valorem taxes subsequent to the

Closing Date. Current year taxes, if unobtainable, will be based on the latest available tax rate and assessed valuation. The Seller will pay all special assessments which have matured prior to the Closing Date.

5. **Closing and Costs:** The Buyer and the Seller agree to close this sale on **November 22, 2021**, or within (10) days after all title requirements (if any) are satisfied, or within (10) days after Buyer passes title without requirements or fails to make title requirements within the time allowed. At the Closing the Balance of Purchase Price shall be paid by the Buyer in Cash, Electronic Transfer of Funds, or Certified Funds, and all documents necessary to pass title will be exchanged and delivered to Buyer. All Closing costs, including the closing/escrow fee, deed preparation, recording fees, abstract update & certification, Commitment, and Title Insurance will be divided equally between Seller and Buyer. Seller shall pay for required documentary stamps. The Closing shall be at the office of **Solomon Abstract Co, 114 E. Miles Avenue, Kingfisher OK, with an office phone number of 405-375-4151**, unless parties mutually agree to another place of closing.
6. **Property Condition:** The Buyer specifically understands and agrees that the Property and improvements, if any, are being sold "as is where is", subject to any and all defects or damage (other than title defects as set out above). Buyer shall have no recourse against Broker for any defects in the premises. Buyer acknowledges, by signing this Agreement, that Buyer has inspected the property to Buyer's satisfaction, and Buyer shall be deemed to have accepted such real property and improvements in their present condition and state of repair. Until Closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after Closing or transfer of possession, such risk shall be upon the Buyer. Upon Closing, the Property will be transferred AS IS WHERE IS without representation or warranty of any kind, other than as expressly set forth herein. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or to be accurate or complete. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
7. **Possession:** If the transaction hereto contemplated is successful in Closing, possession will be given upon payment in full of the Total Purchase Price and transfer of title.
8. **USDA/FSA:** Buyer agrees to comply with all existing USDA/FSA programs pertaining to the subject property and release Seller of liability for Buyer's actions thereto.
9. **Default:** (a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impractical and extremely difficult to fix the actual damages sustained, the Earnest Money shall be paid as liquidated damages to Seller to apply on professional services.
(b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned to Buyer.
(c) In the event any suit is instituted, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, reasonable attorney's fees, court costs, and costs of suit preparation.
10. **Binding Effect:** This Agreement, when executed by both the Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Agreement sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and Listing Broker (if applicable) and its affiliated licensees and Selling Broker (if applicable) and its affiliated licensees. This Agreement can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

11. **Counter Parts:** This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party. When executed by the parties in accordance with the foregoing, this Agreement inures to the benefit of and is binding on the parties and their respective heirs, successors and assigns.
12. **Minerals:** NONE. THIS AGREEMENT IS FOR "SURFACE ONLY" AND SELLER SPECIFICALLY EXCLUDES AND RESERVES ALL OIL, GAS AND OTHER MINERALS IN AND UNDER THE PROPERTY
13. **Brokerage:** Brokerage services are provided in compliance with the provisions of the Oklahoma Real Estate Commission's Rules and Regulations by Hunting Country Real Estate (Broker). Seller and Buyer acknowledge and confirm that the Broker has described and disclosed their duties and responsibilities prior to signing this contract and that Broker is acting as SELLER'S AGENT and representing the Seller only in this transaction. Seller and Buyer further acknowledge that a Contract Information Booklet has been made available online at www.orec.ok.gov. It is expressly understood by Seller and Buyer that Broker and its associates do not warrant the present or future value, the size or area, the physical condition, limiting restrictions, access, or the condition of title to any tract of land, minerals, or personal property being offered within this Agreement. The parties hereto will hold harmless Broker and its associates for any claims arising from any representation relating to such matters.
14. **Survey:** Seller is not obligated to furnish Buyer a survey of the subject property. If Buyer desires a survey, it shall be at the Buyer's sole cost and shall not delay Closing.
15. **Cash Sale:** This is a cash sale with Ten Percent (10%) down payment and the balance due at Closing. This sale is not contingent upon financing or Buyer's due diligence. Buyer acknowledges and agrees that Buyer's obligations under this Agreement are not contingent upon Buyer obtaining a loan from any lender. Accordingly, Buyer shall be obligated to perform under this Agreement whether or not Buyer can obtain a loan to finance the purchase of the Property.
16. **Corrections to Legal Description:** Seller and Buyer are aware that the Closing Agent may require a more accurate legal description than the one listed herein in order to properly issue the title policy and transfer title to the subject property.
17. **Acceptance Time:** The foregoing offer by Buyer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to Buyer and/or Closing Agent on or before October 25, 2021. If Buyer's offer is not accepted by Seller, the Earnest Money shall be returned to the Buyer.

-SIGNATURE PAGE AND EXHIBIT A TO FOLLOW-