

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 184920-TRACT 4

Commitment No.: 184920-TRACT 4-1

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Oklahoma corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements; and
 - f. Schedule B, Part II - Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**
 The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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File No.: 184920-TRACT 4

Commitment No.: 184920-TRACT 4-1

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

Issuing Agent: Creek County Abstract Company, Inc
Issuing Office: 204 E. Dewey Ave., Sapulpa, OK 74066
Issuing Office's ALTA® Registry ID: 0002328
Loan ID No.:
Commitment No.: 184920-TRACT 4-1
Issuing Office File No.: 184920-TRACT 4
Property Address: U/A 80.00 ACRES, OK

SCHEDULE A

1. Commitment Date: May 27, 2026 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: TBD
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (2021)
Proposed Insured: TBD, 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:

The Lenora Heath Revocable Trust Under Trust Agreement dated April 11, 2005, an undivided One-half interest and The Susan W. Mann Revocable Trust dated the 27th day of April, 2018, an undivided One-half interest
5. The Land is described as follows:

The South Half of the Southeast Quarter (S/2 SE/4) of Section Twelve (12), Township Seventeen (17) North, Range One (1) West of the Indian Base and Meridian, Logan County, State of Oklahoma, according to the U.S. Government Survey thereof.

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Schedule A



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SCHEDULE A

(Continued)

Creek County Abstract Company, Inc



James "Mike" Harris #110528, Authorized
Signatory


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

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Schedule A



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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. Warranty Deed from The Lenora Heath Revocable Trust Under Trust Agreement dated April 11, 2005, an undivided One-half interest and The Susan W. Mann Revocable Trust dated the 27th day of April, 2018, an undivided One-half interest to TBD.
 - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. **NOTE:** The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.
6. 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. Any deed and/or mortgage from individuals must state current marital status of record owner or proposed mortgagor and be joined in execution by spouse, if married.
7. Return properly executed Seller/Owner/Borrower Statement to the Company, including satisfactory evidence that all bills for labor and material furnished for the improvements have been or will be paid.
8. Obtain a written county clerk records gap check by the abstractor of all instruments effecting title from the above effective date to date of closing for our examination and approval prior to closing.

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Schedule BI



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SCHEDULE B, PART I

(Continued)

9. Obtain certifications as to any unmatured special assessments and if any are found, have them paid in full. If certification is not obtained, an exception will be taken on policy.
10. Obtain a search of the records of the United States Bankruptcy Court and the United States District Court of Oklahoma in order to determine that there is nothing filed of record therein which affects the title to the property.
11. A Uniform Commercial Code Search Certificate should be obtained from the offices of the County Clerk of Oklahoma County with respect to the owners of the property, stating that no financing statements for fixtures or personal property have been filed which statements might constitute a lien on said property.
12. **CLOSING INFORMATION:** If the above title company is to conduct or disburse funds, we require all monies due from the purchase/loan to be in the form of a cashier's check, official bank check, money order or wire transfer made payable to said Title Company.
13. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards.
14. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.
15. **REQUIREMENT:** The Quit Claim Deed from LENORA HEATH, a single person, to LENORA HEATH, TRUSTEE OF THE LENORA HEATH REVOCABLE TRUST UNDER TRUST AGREEMENT DATED APRIL 11, 2005, said Quit Claim Deed being dated April 11, 2005, and recorded April 25, 2005, in Book 1852, Page 322, must be made a part of the abstract of title.

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Schedule BI



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SCHEDULE B, PART I

(Continued)

16. The previous owners of a One-half (1/2) interest in and to the captioned property were DONALD B. WRIGHT and BILLIE JUNE A. WRIGHT, TRUSTEES OF THE WRIGHT TRUST DATED OCTOBER 21, 1997, pursuant to that certain Quit Claim Deed recorded October 29, 2002, in Book 1682, Page 417. Thereafter, and appearing of record is that certain Quit Claim Deed from SUSAN W. MANN, TRUSTEE OF THE WRIGHT TRUST DATED OCTOBER 21, 1997, to SUSAN W. MANN, AS TRUSTEE OF THE SUSAN W. MANN REVOCABLE TRUST DATED THE 27TH DAY OF APRIL, 2018, said Quit Claim Deed being dated August 28, 2020, and recorded September 3, 2020, in Book 2973, Page 428.
REQUIREMENT: An appropriate Affidavit of Successor Trustee must be obtained and then recorded with the County Clerk establishing as a matter of record that SUSAN W. MANN is the sole Successor Trustee of THE WRIGHT TRUST DATED OCTOBER 21, 1997, and addressing, if applicable, Estate Tax issues due and owing the Internal Revenue Service. Further, the general rule of law, 60 O.S. §§ 175.11 and 175.12, prohibits any Trustee from conveying an interest in and to the trust property, directly or indirectly, to the Trustee in his/her individual capacity or to a director, officer, employee, partner, business associate or affiliate of the Trustee or, directly or indirectly, to a relative of the Trustee or the beneficiary(ies) of the Trust. The required Affidavit must also recite that the Trust specifically provided for the conveyance of the subject property from SUSAN W. MANN, TRUSTEE OF THE WRIGHT TRUST DATED OCTOBER 21, 1997, to SUSAN W. MANN, AS TRUSTEE OF THE SUSAN W. MANN REVOCABLE TRUST DATED THE 27TH DAY OF APRIL, 2018. If not, contact this office for further requirements.
17. **REQUIREMENT:** obtain satisfactory evidence by Affidavit or otherwise that there are no special assessments due and owing the Town of Lancaster City and/or Town of Coyle.
18. Survey or other means approved by the title company to show legal right of access from a public maintained roadway otherwise further requirements may be made.

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Schedule BI



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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:

STANDARD EXCEPTIONS

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. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements, or claims of easements, not recorded in the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.

NOTE: The Standard Exceptions (1, 2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.

STANDARD SPECIAL EXCEPTIONS

6. Ad Valorem Taxes for 2026, amount of which is not ascertainable, due or payable.

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Schedule BII



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SCHEDULE B, PART II

(Continued)

7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
9. Water rights, claims or title to water, whether or not shown by the Public Records.
10. The South and East lines of the captioned property are subject to a statutory roadway easement.
11. Right of Way/Proceedings in favor of the Eastern Oklahoma Railway Company recorded April 27, 1900, as purportedly amended/modified by Instrument recorded July 11, 1962, in Book 436, Page 406, as shown at pages 8 and 11 of the abstract.
12. Right of Way to Cimarron Gasoline Corporation recorded June 6, 1941, in Book 159, Page 482, as shown at page 34 of the abstract.
13. Release/Right of Way in favor of Sinclair Prairie Oil Company recorded October 1, 1945, in Book 201, Page 89, as shown at page 35 of the abstract.
14. Right of Way to Conoco, Inc., recorded September 10, 1996, in Book 1414, Page 340, as shown at page 82 of the abstract.
15. Any future assessments by the Town of Lancaster City and/or Town of Coyle.

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