



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20251452-1
Issuing Office File No.: 20251452
Property Address: Tracts 6-8, Byars, OK 74831

SCHEDULE A

1. Commitment Date: October 22, 2025 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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SCHEDULE A

(Continued)

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

All of the E/2 NE/4 SE/4 of Section 22 is vested in The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, page 242 and an Affidavit of Successor Trustee recorded April 16, 2023 in Book 2853, page 491;

E/2 NE/4 of Section 22

1/9 interest in E/2 NE/4 of Section 22 is vested in The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, page 242 and an Affidavit of Successor Trustee recorded April 16, 2023 in Book 2853, page 491;

AND

2/3 interest to E/2 NE/4 of Section 22 is vested in Orin Johnston JR for life and rest to Orin A. Johnston III, by a Deed recorded August 13, 2010 in Book 1975, page 297;

AND

2/9 interest to E/2 NE/4 of Section 22 is vested in Orin A. Johnston Jr., by a Final Decree recorded October 14, 2025 in Book 3036, page 775;

W/2 E/2 NW/4 AND W/2 NW/4 of Section 23

1/9 interest in W/2 E/2 NW/4 and W/2 NW/4 of Section 23 is vested in The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, page 242 and an Affidavit of Successor Trustee recorded April 17, 2023 in Book 2853, page 491;

AND

2/3 interest to W/2 E/2 NW/4 and W/2 NW/4 of Section 23 is vested in Orin Johnston JR for life and rest to Orin A. Johnston III, by a Deed recorded August 13, 2010 in Book 1975, page 297;

AND

2/9 interest to W/2 E/2 NW/4 and W/2 NW/4 of Section 23 is vested in Orin A. Johnston Jr., by a Final Decree recorded October 14, 2025 in Book 3036, page 775;

5. The Land is described as follows:

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SCHEDULE A

(Continued)

The East Half of the Northeast Quarter (E/2 NE/4) and the East Half of the Northeast Quarter of the Southeast Quarter (E/2 NE/4 SE/4) in Section Twenty-two (22), Township Five (5) North, Range Two (2) East, of the Indian Meridian, McClain County, Oklahoma.

AND

The West Half of the East Half of the Northwest Quarter (W/2 E/2 NW/4) and the West Half of the Northwest Quarter (W/2 NW/4) in Section Twenty-three (23), Township Five (5) North, Range Two (2) East, of the Indian Meridian, McClain County, Oklahoma.

Fidelity National Title Insurance Company

Gayle Helton

By:

Michael J. Nolan
Michael J. Nolan
President

ATTEST:

Marjorie Nemzura
Marjorie Nemzura
Secretary

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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SCHEDULE B, PART I **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Joint Tenancy Deed from Burnett Family Trust to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the “Survey Standards”], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



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SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Pay ad valorem taxes for 2024, plus penalties and interest.
13. The Final Decree at Page 77 (PB-2023-653 OK County) of the abstract was rendered October 7, 2025. Submit for examination a transcript of the probate proceedings.
14. Orin A. Johnston was a joint tenant as to an undivided 2/9 interest in E/2 NE/4 of Section 22 with Vena Johnston by the Warranty Deed at Page 33 (423/225) of the abstract. Submit for examination a valid recorded instrument terminating the Joint Tenancy of Vena Johnston.

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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:

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. Taxes for the year 2025 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



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SCHEDULE B-II

(Continued)

12. Right of Way Easement to Davco Productions, Inc. recorded September 12, 1996 in Book 1429, page 358. (Section 22)
13. Water rights, claims or title to water, whether or not shown by the public records.
14. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
15. Petition for Enlargement of the McClain County Rural Water District 8 recorded November 13, 2002 in Book 1632, page 352 and Order recorded December 16, 2002 in Book 1636, page 203. (Section 22)
16. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



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FIDELITY NATIONAL TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE

issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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 EXTRACTIONAL 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, Fidelity National Title Insurance Company, a Florida 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.

Fidelity National Title Insurance Company

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary



Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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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.
- 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.

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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.
- 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.

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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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