



TITLE RESEARCH IN INDIAN COUNTRY

APPENDIX

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FILED
HUGHES COUNTY

IN THE DISTRICT COURT OF HUGHES COUNTY
STATE OF OKLAHOMA

AUG 23 2012

PATTY TILLEY, Court Clerk
By _____
DEPUTY

IN THE MATTER OF THE APPORVAL OF)
OIL AND GAS LEASES BY RESTRICTED)
INDIAN HEIRS OF ESIAS JAMES WILLIE,)
FULL BLOOD CHOCTAW INDIAN,)
ROLL NO. 13484, DECEASED.)

Case No. FB-2011-02

ORDER APPROVING OIL AND GAS LEASE AND AUTHORIZING DELIVERY

Now on this 23rd day of August, 2012, this matter comes on for hearing upon the verified petitions of Steve A. Impson, Sandra Willie Stroud, Edgar Willie, Lisa Harley, Debra Ann Tiger, Ralph Willie, Timothy Williams, Joy Ruiz, Lola Wesley, Gwendolyn Wesley, Wilma Wesley, Edwin Willie, Rozella Wesley, Willis Wesley, Rose Shemwell, Alia Willie, Traci Willie, Douglas Willie, Traci Odle, Dewayne Willie and Loretta Battiest. Charles Babst, United States Trial Attorney, appeared on behalf of the Secretary of the Interior for the protection of the restricted Indian interest. The Petitioners are at least one-half degree Indian blood of the Five Civilized Tribes. Also appearing was Jennifer E. Krieg, the attorney who filed the verified petitions seeking the approval of Petitioners' Oil and Gas Leases covering all their respective right, title and interest in and to the oil, gas and other minerals and mineral rights in and under the following described lands, to wit:

The Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW/4 NE/4 SW/4) of Section Four (4), Township Four (4) North, Range Ten (10) East, Hughes County, State of Oklahoma

The Petitioners heretofore requested this Court to hear this matter whether or not they are present, and approve their Oil and Gas Leases in their absence by and with the consent of the United States Trial Attorney, acting on the behalf of the Secretary of the Interior to protect the restricted interests, all as set forth in the petitions on file herein.



Appendix A

The Court finds from an examination of the pleadings on file herein that said petitions for Approval of Oil and Gas Leases is regularly set for hearing on this date; that Notice thereof has been given by publication of said Notice of Hearing for more than ten days prior hereto in the The Holdenville Tribune, a newspaper of general circulation, regularly published in Hughes County, Oklahoma. Notice was given to the United States Trial Attorney, as reflected in the file herein, and both are approved as sufficient in law to give this Court jurisdiction over said lands above described and the persons of the Petitioners herein.

The Court having heard evidence, and having examined the request of the Petitioners in the verified petitions on file herein for the U.S. Trial Attorney to appear on behalf of the Petitioners, and being well, truly and fully advised in the premises finds:

1. That the said Esias James Willie was duly enrolled on the Final Approved Rolls of the Choctaw Tribe of Indians as a Full Blood Choctaw Indian male, enrolled Opposite No. 13484; that Esias James Willie received as his distributive share as a member of the Choctaw Tribe of Indians the following described lands situated in Hughes County, Oklahoma, to-wit:

The Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW/4 NE/4 SW/4) of Section Four (4), Township Four (4) North, Range Ten (10) East, Hughes County, State of Oklahoma

2. That thereafter the said Esias James Willie died intestate on or about the 31st day of October, 1972, intestate, a resident of McCurtain County, State of Oklahoma, owning the above described property. That the heirs of Esias James Willie were determined on the in McCurtain County District Court Case No. P-92-27 and that the heirs of Esias James Willie alone with their proportionate interest in the estate are set out below, to-wit:



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NAME

PROPORTION

(The following 7 heirs are the issue of predeceased brother William A. Willie, Roll #2442)

Thomas Willie, FB Choctaw, nephew	1/15
Hodges Willie, FB Choctaw, nephew	1/15
Wilsie Willie, FB Choctaw, niece	1/15
John Willie, grand-nephew	1/45*
Rose Willie Billy, 3/4 Choctaw, grand-niece	1/45
Herbert Willie, 3/4 Choctaw, grand-nephew	1/45
Elliot Willie, nephew	1/15

(The following heir is the issue of predeceased brother Willis Willie)

Daniel Willie, 1/2 Choctaw, nephew	1/3
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(The following 7 heirs are the issue of predeceased sister, Sayanis Willie Charles)

Abram Charles, FB Choctaw, nephew	1/6
William Amos, FB Choctaw, grand-nephew	1/36
Sexton Amos, FB Choctaw, grand-nephew	1/36
Simon Amos, FB Choctaw, grand-nephew	1/36
Katherine Goombi, FB Choctaw, grand-niece	1/36
Dan Amos, FB Choctaw, grand-nephew	1/36
Charlene Amos Kilpatrick, FB Choctaw, grand-niece	1/36

* Heir above had a '55 removal of restrictions pursuant to the Act of August 11, 1955 and thus his interest is unrestricted.

3. That the said Sexton Amos died on or about May 17, 1974, intestate, a resident of Oklahoma County, State of Oklahoma, owning the above described property. That the heirs of Sexton Amos were determined on the in Oklahoma County District Court Case No. PB-09-595 and that the heirs of Sexton Amos alone with their proportionate interest in the estate are set out below, to-wit:

NAME

PROPORTION

Mary Louise Amos Tiger, widow, 15/16 Seminole-Creek	1/3
Ted M Amos, 1/2 Choctaw, 31/32 Choc/Sem-Creek, son	1/3
Debra Ann Amos, 31/32 Choc/Sem-Creek, daughter	1/3



4. That the said Hodges Willie died on or about April 26, 1977, intestate, a resident of Pittsburg County, State of Oklahoma. That the heirs of Hodges Willie were determined on the in McCurtain County District Court Case No. P-77-88 and that the heirs of Hodges Willie alone with their proportionate interest in the estate are set out below, to-wit:

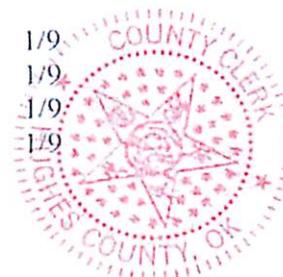
NAME	PROPORTION
Hafis Parker Willie, FB Choctaw, 3 rd Wife	1/4
James Willie, FB Choctaw, son	1/4
Bill Standford Willie, FB Choctaw, son	1/4
Lydia Williams McClure, 31/32 Choctaw, adopted daughter	1/4

5. That the said Daniel Willie died on or about September 17, 1978, intestate, a resident of Choctaw County, State of Oklahoma. At the time of his death the said Daniel Willie left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Marcus Willie, FB Choctaw, son	1/5
Edgar Willie, FB Choctaw, son	1/5
Juraline Willie Begay, FB Choctaw, daughter	1/5
Dora Fowler, FB Choctaw, daughter	1/5
Nary Elsie Willie, FB Choctaw, daughter	1/5

6. That the said Thomas Willie died on or about February 27, 1983, intestate, a resident of Pittsburg County, State of Oklahoma. At the time of his death the said Thomas Willie left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Thomas Willie, Jr., 1/2 Choctaw, son	1/9
Billy Gene Willie, 1/2 Choctaw, son	1/9
Bernice Willie Williams, 1/2 Choctaw, daughter.	1/9
Edna Willie Baxter, 1/2 Choctaw, daughter.	1/9



Gwendolyn Willie Impson, 7/8 Choctaw-Chickasaw, daughter	1/9
Barbara Willie Scott, 7/8 Choctaw-Chickasaw, daughter	1/9
Steven Ray Willie, 1/2 Choctaw, son	1/9
James Willie, 7/8 Choctaw-Chickasaw, son	1/9
Catha Lee Willie Young, 1/4 Choctaw, granddaughter	1/36*
Curtis Willie, 1/4 Choctaw, grandson	1/36*
Hollis Willie, 1/4 Choctaw, grandson	1/36*
Cloyce Willie, 1/4 Choctaw, grandson	1/36*

* Heirs listed above are non-restricted Indians, being less than 1/2 blood of the Five Civilized Tribes and thus is not a party to this action.

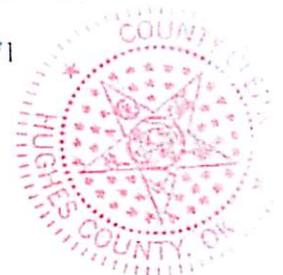
7. That the said Abram Charles died on or about September 12, 1985, intestate, a resident of McCurtain County, State of Oklahoma. Pursuant to the Decree of Heirship entered and filed in Case No. PB-08-43, District Court of McCurtain County, Oklahoma, on December 3, 2008, on December 3, 2008, the heirs were judicially determined to be as follows:

NAME	PROPORTION
Ollie Mae Rhodes Lewis Charges, 2 nd Spouse	1/5*
Norma Jean Aunko, FB Choctaw, daughter	1/5
Betty Mae Baker, FB Choctaw, daughter	1/5
Evelene Lucille Olive, FB Choctaw, daughter	1/5
William Abram Charles, FB Choctaw, son	1/5

* Heirs listed above are non-restricted Indians, being less than 1/2 blood of the Five Civilized Tribes and thus is not a party to this action.

8. That on May 15, 1988, Elliot Myers Willie, FB Choctaw, died intestate married, without issue surviving. Pursuant to the Order Allowing Final Account, Determining Heirs, Decree of Distribution and Discharge entered and filed in Case No. P-97-83, District Court of McCurtain County on February 10, 1999, the heirs were judicially determined to be as follows:

NAME	PROPORTION
Lucille Wesley Willie, FB Choctaw, wife	1/1



9. That the said Hafis Parker then Williams then Willie died intestate, unmarried with surviving issue, on or about December 31, 1989. Pursuant to the Order Approving Final Account, Determination of Heirs, Distribution and Discharge entered and filed in Case No. P-90-22, District Court of McCurtain County, Oklahoma, on March 28, 1991, coupled with the Order Nunc Pro Tunc entered therein on April 29, 1991, and filed on May 6, 1991 as follows:

NAME	PROPORTION
Esias Williams, FB Choctaw, son	1/5
Susie M. Holt, FB Choctaw, daughter	1/5
Hampton Williams, FB Choctaw, son	1/5
Sampson Williams, FB Choctaw, son	1/5
Lydia Williams McClure, 31/32 Choctaw, adopted daughter	1/5

10. That on March 30, 1991, Sampson Williams, FB Choctaw NE, died testate, unmarried, without issue surviving. Pursuant to the terms of his Last Will and Testament, dated March 5, 1990, and pursuant to the Order Allowing Final Account, Decree Determining Heirs, Decree of Distribution and Discharge entered in Case No. P-91-23, District Court of McCurtain County, Oklahoma, on September 29, 1992, the heir was judicially determined to be as follows:

NAME	PROPORTION
Lydia Williams McClure, 31/32 Choctaw, Devisee & Niece	1/1

11. That the said Marcus Willie, died on or about March 15, 1992, intestate, a resident of Bowie County, State of Texas. At the time of his death, the said Marcus Willie left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Traci Odle, 1/2 Choctaw, daughter	1/2
Marcus Dewayne Willie, 1/2 Choctaw, son	1/2



12. That the said Billy Gene Willie died on or about February 7, 1997, intestate, divorced, a resident of Pittsburg County, State of Oklahoma. At the time of his death the said Billy Gene Willie left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

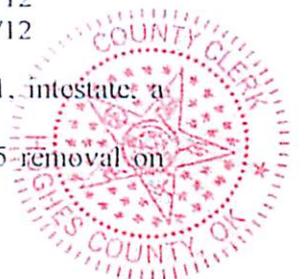
NAME	PROPORTION
Lajuana Jean Willie, 1/4 Choctaw, daughter	1/8*
Deborah Willie Rice, 7/16 Choctaw, daughter	1/8*
Donna Kaye Willie, 7/16 Choctaw, daughter	1/8*
Tonya Faye Willie, 7/16 Choctaw, daughter	1/8*
Janet Carol Williams, 7/16 Choctaw, daughter	1/8*
Susan Ranae Richardson, 7/16 Choctaw, daughter	1/8*
Billie Yvonne Willie, 7/16 Choctaw, daughter	1/8*
Brenda Chantell Willie, 7/16 Choctaw, daughter	1/8*

* Heirs listed above are non-restricted Indians, being less than 1/2 blood of the Five Civilized Tribes and thus is not a party to this action

13. That the said Herbert Willie died on or about April 1, 1998, intestate, unmarried with surviving issue, a resident of Oklahoma County, State of Oklahoma. At the time of his death the said Herbert Willie left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Gregory Willie, 7/8 Choctaw-Miss., son	1/3
Laticia Willie Quillen, 7/8 Choctaw-Miss., daughter	1/3
Andrea James, 25/32 Choctaw-Miss, granddaughter	1/12
Alyssa Willie, 25/32 Choctaw-Miss, granddaughter	1/12
Eric Willie, 25/32 Choctaw-Miss, granddaughter	1/12
Zachary Willie, 25/32 Choctaw-Miss, granddaughter	1/12

14. That the said John W. Willie died on or about February 21, 2001, intestate, a resident of Cleveland County, State of Oklahoma. John W. Willie received a '55 removal on



April 10, 1962, thus his interest is unrestricted. At the time of his death, the said John W. Willie left as his sole and only heirs at law the following persons who took title to her interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Lara Willie Williams, 7/8 Miss.-Choctaw daughter	1/5*
Kennedy Willie, 7/8 Miss.-Choctaw son	1/5*
Edwin Willie, 7/8 Miss.-Choctaw son	1/5*
Ralph Willie, 7/8 Miss.-Choctaw son	1/5*
Naomi Willie, 7/8 Miss.-Choctaw son	1/5*

* Heirs listed above inherit in unrestricted status. However, these heirs inherit other restricted interest, thus their entire interest is before the court.

15. That on August 19, 2001, the said Hampton William, FB Choctaw, NE, died intestate, married, with issue surviving. Pursuant to the Corrected Order Allowing Final Account of Personal Representative, Decree Determining Heirs, Decree of Distribution and Discharge entered in Case No. PB-02-44, District Court of McCurtain County, on October 8, 2003, the heirs were judicially determined to be as follows:

NAME	PROPORTION
Frances William, FB Choctaw, Spouse	1/2
Lydia Williams McClure, 31/32 Choctaw, daughter	1/18
Rita Williams Anna, 31/32 Choctaw, daughter	1/18
Timothy William, FB Choctaw, son	1/18
Loretta William Battiest, FB Choctaw, daughter	1/18
Marcus William, FB Choctaw, son	1/18
Viola William Battiest, FB Choctaw, daughter	1/18
Bonnie William Feathers, FB Choctaw, daughter	1/18
Rose William Shemwell, FB Choctaw, daughter	1/18
Lita Harley, FB Choctaw, granddaughter	1/36
Lisa Harley, FB Choctaw, granddaughter	1/36

16. That the said Bill Standford Willie died on or about October 14, 2001, intestate, a resident of LeFlore County, State of Oklahoma. At the time of his death, the said Bill Standford



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Willie left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Bill Standford Willie, Jr., FB Choctaw, son	1/3
Dawn Willie Standridge, FB Choctaw, daughter	1/3
Sandra Willie Stroud, FB Choctaw, daughter	1/3

17. That the said Thomas Willie, Jr. died on or about February 25, 2002, intestate, a resident of Comal County, State of Texas. At the time of his death, the said Thomas Willie, Jr. left as his sole and only heir at law the following person who took title to his interest in the property in the manner and proportions set opposite the name of each below, to-wit:

NAME	PROPORTION
Ingeborg Willie, widow	1/3*
Bernice Willie Williams, 1/2 Choctaw, daughter,	1/12
Edna Willie Baxter, 1/2 Choctaw, daughter,	1/12
Gwendolyn Willie Impson, 7/8 Choc-Chickasaw, daughter	1/12
Barbara Willie Scott, 7/8 Choc-Chickasaw, daughter	1/12
Steven Ray Willie, 1/2 Choctaw, son	1/12
James Willie, 7/8 Choc-Chickasaw, son	1/12
Catha Lee Willie Young, 1/4 Choctaw, granddaughter	1/48*
Curtis Willie, 1/4 Choctaw, grandson	1/48*
Hollis Willie, 1/4 Choctaw, grandson	1/48*
Cloyce Willie, 1/4 Choctaw, grandson	1/48*
Lajuana Jean Willie, 1/4 Choctaw, daughter	1/96*
Deborah Willie Rice, 7/16 Choctaw, daughter	1/96*
Donna Kaye Willie, 7/16 Choctaw, daughter	1/96*
Tonya Faye Willie, 7/16 Choctaw, daughter	1/96*
Janet Carol Williams, 7/16 Choctaw, daughter	1/96*
Susan Ranae Richardson, 7/16 Choctaw, daughter	1/96*
Billie Yvonne Willie, 7/16 Choctaw, daughter	1/96*
Brenda Chantell Willie, 7/16 Choctaw, daughter	1/96*

* Heir listed above is non-restricted being less than 1/2 blood of the Five Civilized Tribes and thus is not a party to this action.

18. That the said Wilsie Willie, FB Choctaw, died on or about December 6, 2002, intestate, unmarried and without living issue surviving. Pursuant to the terms of her Last Will and

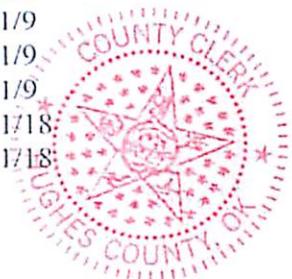


Testament, dated June 14, 1993, which was duly admitted to probate and pursuant to the Order Allowing Final Account of Personal Representative, Decree Determining Heirs, Decree of Distribution and Discharge, entered and filed in Case No. PB-2004-10, District Court of McCurtain County, Oklahoma, the heirs/devisees were judicially determined to be as follows:

NAME	PROPORTION
Rose (Willie) Billy, $\frac{3}{4}$ Choctaw-Miss., devisee	1/3
Lara (Willie) Williams, $\frac{7}{8}$ Choc-Miss., devisee	1/15
Kennedy Willie, $\frac{7}{8}$ Choc-Miss., devisee	1/15
Edwin Willie, $\frac{7}{8}$ Choc-Miss., devisee	1/15
Ralph Willie, $\frac{7}{8}$ Choc-Miss., devisee	1/15
Naomi Willie, $\frac{7}{8}$ Choc-Miss., devisee	1/15
Gregory Willie, $\frac{7}{8}$ Choc-Miss., devisee	1/9
Latricia (Willie) Quillen, $\frac{7}{8}$ Choc-Miss., devisee	1/9
Andrea James, $\frac{25}{32}$ Choctaw-Miss, devisee	1/15
Alyssa Willie, $\frac{25}{32}$ Choctaw-Miss, devisee	1/15
Eric Willie, $\frac{25}{32}$ Choctaw-Miss, devisee	1/15
Zachary Willie, $\frac{25}{32}$ Choctaw-Miss, devisee	1/15

19. That on April 24, 2005, the said Frances Ott, then William, FB Choctaw, died intestate, unmarried, with issue surviving. Pursuant to the Order Allowing Final Account of Personal Representative, Decree Determining Heirs, Decree of Distribution and Discharge entered in Case No. PB-05-10, District Court of McCurtain County, Oklahoma, on September 15, 2005, the heirs were judicially determined to be as follows:

NAME	PROPORTION
Lydia Williams McClure, $\frac{31}{32}$ Choctaw, daughter	1/9
Rita Williams Anna, $\frac{31}{32}$ Choctaw, daughter	1/9
Timothy William, FB Choctaw, son	1/9
Loretta William Battiest, FB Choctaw, daughter	1/9
Marcus William, FB Choctaw, son	1/9
Viola William Battiest, FB Choctaw, daughter	1/9
Bonnie William Feathers, FB Choctaw, daughter	1/9
Rose William Shemwell, FB Choctaw, daughter	1/9
Lita Harley, FB Choctaw, granddaughter	1/18
Lisa Harley, FB Choctaw, granddaughter	1/18



20. That the said Stephen Willie died on or about February 25, 2006, intestate, a resident of State of Texas. At the time of his death, the said Stephen Willie left as his sole and only heir at law the following person who took title to his interest in the property in the manner and proportions set opposite the name of each below, to-wit:

NAME	PROPORTION
Stephen Willie, Jr., son, 13/32 Seminole/Chickasaw	4/4*

* Heir listed above is non-restricted being less than 1/2 blood of the Five Civilized Tribes and thus is not a party to this action.

21. That the said Gwendolyn Willie Impson died on or about March 3, 2007, intestate, a resident of Pittsburg County, State of Oklahoma. At the time of her death, the said Gwendolyn Willie Impson left as her sole and only heirs at law the following persons who took title to her interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
John David Impson, son, 21/32 Choctaw/Chickasaw	1/3
Drapper Lee Impson, son, 21/32 Choctaw/Chickasaw	1/3
Steve Allen Impson, son, 21/32 Choctaw/Chickasaw	1/3

22. That the said Ted M. Amos died on or about July 28, 2008, intestate, a resident of Seminole County, State of Oklahoma. At the time of his death, the said Ted M. Amos left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Mary Louise Amos Tiger, mother. 15/16 Sem/Creek	4/4



23. That the said Mary Louise Amos Tiger, died on or about July 28, 2008, intestate, a resident of Seminole County, State of Oklahoma. At the time of her death, the said Mary Louise Amos Tiger left as her sole and only heirs at law the following persons who took title to her interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Debra Ann Amos, daughter, 31/32 Choc/Sem/Creek	4/4

24. That the said Dan Amos died on or about November 2, 2008, intestate, a resident of Oklahoma County, State of Oklahoma. At the time of his death, the said Dan Amos left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

NAME	PROPORTION
Odessa Amos, Full Blood Kiowa, widow	1/2*
Jay R. Amos, Full Blood Kiowa-Choctaw, son	1/2

* Heir listed above is non-restricted being less than 1/2 blood of the Five Civilized Tribes and thus is not a party to this action.

25. That the said Dora L. Willie Fowler died on or about January 19, 2010, intestate, unmarried with surviving issue, a resident of Dallas County, State of Texas. Pursuant to the terms of her Last Will and Testament, dated September 12, 2006, and pursuant to the Order Approving Final Account of Personal Representative, Decree Determining Heirs, Decree of Distribution and Discharge entered and filed in Case No. FB-2010-41, District Court of McCurtain County, Oklahoma, on August 22, 2011, her heirs were judicially determined as follows:

NAME	PROPORTION
Melissa Fowler Currie, 1/2 Choctaw, daughter	1/3



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Richard Fowler, 1/2 Choctaw, son 1/3
Warren Fowler, 1/2 Choctaw, son 1/3

26. That the said Lucille Willie died on or about February 14, 2012, testate, a resident of LeFlore County, State of Oklahoma. A probate of her Last Will and Testament has yet to be filed. However, her presumed heirs/devisees were as follows:

NAME	PROPORTION
Joy Tisho Ruiz, niece/devisee, 3/4 Choctaw	1/6
Lola Wesley, niece/devisee, 3/4 Choctaw	1/6
Gwendolyn Wesley Pond, niece/devisee, 3/4 Choctaw	1/6
Wilma Wesley, niece/devisee, 3/4 Choctaw	1/6
Rozella Wesley, niece/devisee, 3/4 Choctaw	1/6
Willis Wesley, nephew/devisee, 3/4 Choctaw	1/6

27. That the said Bill Stanford Willie, Jr., died on or about June 14, 2012, intestate, a resident of Cherokee County, State of Oklahoma. At the time of his death, the said Bill Stanford Willie, Jr. left as his sole and only heirs at law the following persons who took title to his interest in the property in the manner and proportions set opposite the name of each below, to wit:

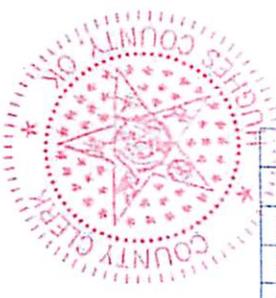
NAME	PROPORTION
Traci Willie, 45/64 Creek/Chicksaw, widow	1/2
Douglas Willie, 109/128 Choc/Chic/Creek, son	1/8
Alia Willie, 109/128 Choc/Chic/Creek, daughter	1/8
Jerilyn Willie, 109/128 Choc/Chic/Creek, minor daughter	1/8
Brenna Willie, 109/128 Choc/Chic/Creek, minor daughter	1/8



28. That, as a result of all the above, the title of the Petitioners to the oil, gas, and

other minerals in and to the above described real property is now owned as follows:

Name	Fractional Interest	Interest	Average
Rose Billy	2/45	0.044444	0.444444
William Amos	1/36	0.027778	0.277778
Simon Amos	1/36	0.027778	0.277778
Katherine Goombi	1/36	0.027778	0.277778
Charlene Amos Kilpatrick	1/36	0.027778	0.277778
Lydia Williams McClure	16/675	0.023704	0.237037
Juraine Willie Begay	1/15	0.066667	0.666667
Bernice Willie Williams	5/623	0.008025	0.080247
Edna Willie Baxter	5/623	0.008025	0.080247
Barbara Willie Scott	5/623	0.008025	0.080247
Betsy Charles Baker	1/30	0.033333	0.333333
Evelene Lucille Charles Olive	1/30	0.033333	0.333333
Norma Jean Charles Aunko	1/30	0.033333	0.333333
William Abram Charles	1/30	0.033333	0.333333
Gregory Willie	2/135	0.014815	0.148148
Laticia Willie Quillen	2/135	0.014815	0.148148
Kennedy Willie	2/225	0.008889	0.088889
John David Impson	1/374	0.002675	0.026749
Richard D. Fowler	1/45	0.022222	0.222222
Melissa K. Fowler Currie	1/45	0.022222	0.222222
Debra Ann Amos	1/36	0.027778	0.277778
James Willie	1/60	0.016667	0.166667
Susie M. Holt	1/300	0.003333	0.033333
Eli William	1/300	0.003333	0.033333
Rita William Anna	1/2700	0.000370	0.003704
Timothy William	1/2700	0.000370	0.003704
Loretta Kaye Battiest	1/2700	0.000370	0.003704
Marcus William	1/2700	0.000370	0.003704
Viola William Battiest	1/2700	0.000370	0.003704
Bonnie William Fcaithers	1/2700	0.000370	0.003704
Rose William Shemwell	1/2700	0.000370	0.003704
Lita Harley	1/5400	0.000185	0.001852
Lisa Harley	1/5400	0.000185	0.001852
Traci Odie	1/30	0.033333	0.333333
Marcus Dewayne Willie	1/30	0.033333	0.333333



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Name	Fractional Interest	Interest	Acreage
Edgar Willie	1/15	0.066667	0.666667
James Willie	5/623	0.008025	0.080247
Andrea James	1/270	0.003704	0.037037
Alyssa Willie	1/270	0.003704	0.037037
Erin Willie	1/270	0.003704	0.037037
Zachary Willie	1/270	0.003704	0.037037
Lara Willie Williams	2/225	0.008889	0.088889
Edwin Willie	2/225	0.008889	0.088889
Ralph Willie	2/225	0.008889	0.088889
Naomi Willie	2/225	0.008889	0.088889
Traci Willie	1/360	0.002778	0.027778
Douglas Willie	1/1440	0.000695	0.006945
Alia Willie	1/1440	0.000695	0.006945
Jerilyn Willie	1/1440	0.000695	0.006945
Brenna Willie	1/1440	0.000695	0.006945
Dawn Willie Standridge	1/180	0.005556	0.055556
Sandra Willie Stroud	1/180	0.005556	0.055556
Stephen Willie, Jr.	5/623	0.008025	0.080247
Drapper Lee Impson	1/374	0.002675	0.026749
Steve Allen Impson	1/374	0.002675	0.026749
Jay R. Amos	1/72	0.013889	0.138889
Warren K. Fowler	1/45	0.022222	0.222222
Nary Wesley Willie	1/15	0.066667	0.666667
Joy Tisho Ruiz	1/90	0.011111	0.111111
Gwendolyn Pond	1/90	0.011111	0.111111
Rozella Wesley	1/90	0.011111	0.111111
Lola Wesley	1/90	0.011111	0.111111
Wilma Wesley	1/90	0.011111	0.111111
Willis Wesley	1/90	0.011111	0.111111
Catha Lee Willie Young	2/997	0.002006	0.020062
Curtis Willie	2/997	0.002006	0.020062
Hollis Willie	2/997	0.002006	0.020062
Cloyce Willie	2/997	0.002006	0.020062
Estate of Ollie Mae Rhodes Lewis Charles	1/30	0.033333	0.333333
Lajuana Jean Willie	1/997	0.001003	0.010030
Deborah Willie Rice	1/997	0.001003	0.010030
Donna Kaye Willie	1/997	0.001003	0.010030
Tonya Faye Willie	1/997	0.001003	0.010030

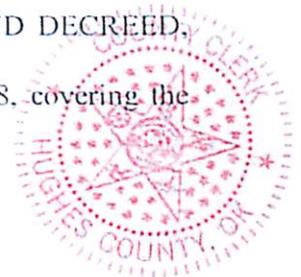


Name	Fractional Interest	Interest	Acreage
Janet Carol Willie/Williams	1/997	0.001003	0.010030
Susan Ranae Willie Richardson	1/997	0.001003	0.010030
Billy Yvonne Willie	1/997	0.001003	0.010030
Brenda Chantell Willie	1/997	0.001003	0.010030
Ingeborg Willie	1/405	0.002469	0.024691
Odessa Amos	1/72	0.013889	0.138889
TOTALS		1.000000	10.000000

29. The Court further finds the Petitioners have executed their respective Oil and Gas Leases covering all their right, title and interest in and to the lands here involved in favor of Devon Energy Production Company, L.P., for a primary term of three years from date of approval, and as long thereafter as oil, gas and other minerals are produced in paying quantities, for a cash bonus consideration of \$100.00 per acre, paid-up, which Oil and Gas Leases provide for a 3/16th royalty to lessors. Said Oil and Gas Leases were offered for sale at public auction in open court and that Devon Energy Production Company, L.P. was the highest and best bidder therefore, having did the sum of \$1,921.00 per acre for said Oil and Gas Leases for a term of three years from February 24, 2008, and in addition thereto, the costs of this approval proceeding and attorney fees.

30. The Court further finds that said sale was conducted fairly and the sum bid is not disproportionate to the value of the leased interests, that a great sum could not be obtained therefore, and the U.S. Trial Attorney for the Department of the Interior offered no objections to said approval and recommends the same.

IT IS, THEREFORE, BY THE COURT ORDERED, ADJUDGED AND DECREED, that the Oil and Gas Leases for a term of three years from February 24, 2008, covering the



00496

interests of the Petitioners in and to the lands above described, should be and the same are hereby in all things ratified, confirmed and approved, and for the purpose of identification, the Court has endorsed on the original Oil and Gas Leases:

"APPROVED IN OPEN COURT THIS THE 24th DAY OF February, 2008.

DISTRICT JUDGE"

and the Petitioners and the lessors are authorized to deliver said Oil and Gas Leases to the above name lessee.

Done in open court this 23rd day of August, 2012.

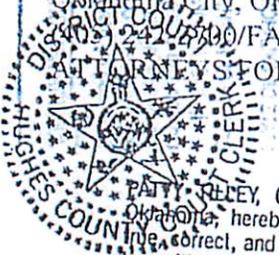
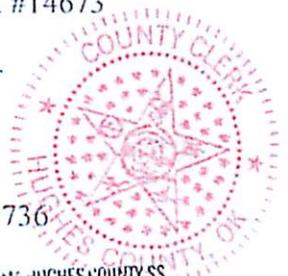
B. GORDON ALLEN
JUDGE OF THE DISTRICT COURT

APPROVED BY:

Jennifer E. Krieg
JENNIFER E. KRIEG, OBA # 21009
St. John, Griffin, Krieg P.L.L.C.

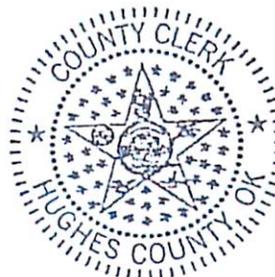
1219 Classen Drive
Oklahoma City, OK 73103
(405) 242-7300/FAX (405) 600-3400
ATTORNEYS FOR PETITIONERS

Charles R. Babst
CHARLES R. BABST, JR., OBA #14673
TRIAL ATTORNEY
Office of the Tulsa Field Solicitor
U.S. Department of the Interior
7906 E. 33rd Street, Suite 100
Tulsa, Oklahoma 74145
(918) 669-7730/FAX (918) 669-7736



PATY TILLEY, Court Clerk for Hughes County Oklahoma, hereby certify that the foregoing is a true, correct, and complete copy of the instrument herewith set out as appears of Record in the Court Clerk's Office of Hughes County, Oklahoma.

This 23rd day of August 2012
By *Patty Tilley* Deputy
PATY TILLEY Court Clerk



STATE OF OKLAHOMA, HUGHES COUNTY, SS
Filed for record
At 2:42 o'clock P.M. and recorded in

AUG 23 2012

Book 1246 Page 480
Catherine Presler

1-340-B
(Rev. Sept. 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Muskogee Area Office
Muskogee, Oklahoma

350
✓
1769

ORDER FOR REMOVAL OF RESTRICTIONS

UNCONDITIONAL

INDEXED

NOV 29 1977

Case Number - M-3861

Roll Number - 5492

WHEREAS, LILLIE COSAR NOW LOTT, a citizen of the Creek
Nation was allotted the following described land, to wit:

A tract in the SW¹/₄ of Section 32, Township 8 North, Range 9 East, Hughes
County, Oklahoma, more particularly described as: Beginning at the NW
corner of the SW¹/₄; thence South 392 feet; thence East 220 feet; thence
North 392 feet; thence West 220 feet to the point of beginning, containing
1.979 acres, more or less.

AND, WHEREAS, LILLIE COSAR NOW LOTT has made application for
removal of restrictions against alienation of the tract herein described and upon
examination, consideration and investigation, it is found that the best interest
of the applicant will be served by removing said restrictions:

LESS & EXCEPT ALL MINERALS

NOW, THEREFORE, Pursuant to the provisions of the Act of May 10, 1928 (45 Stat.
475), the Act of August 8, 1946 (60 Stat. 939), 10 B.I.A.M. 2 (39 F.R. 32166), and
10 B.I.A.M. 3 (34 F.R. 637), the restrictions are hereby removed from the above
described land without conditions concerning terms of sale and disposal of the
proceeds.


Alton R. Rowdwell
Deputy Area Director

11133

Appendix B

United States Department of the Interior
 Bureau of Indian Affairs
 Title Status Report

Report Certification Time and Date: 10/15/2010 10:00:00 PM
 Requestor: JELLIOTT Date/Time: 10/13/2017 13:56:08

Land Legal Description

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTR0</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>	
908	CREEK (FCT)	MP 54005	MUSKOGEE, OK	EASTERN OKLAHOMA REGIONAL OFFICE	OKMULGEE AGENCY	Mineral	
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
16	009.00N	011.00E	OKLAHOMA	HUGHES	Indian	W SW SE	20.000
TOTAL TRACT ACRES:							20.000

Title Status

Tract 908 MP 54005 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "A" attached to and incorporated in this Title Status Report.

The title to Tract 908 MP 54005 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust, restricted.

The tract ownership is encumbered by the title documents as listed on Appendix "B" attached to and incorporated in this Title Status Report.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

* All* means the equitable beneficial interest and the legal title interest merged together.

OWNER	-----	INDIAN	INDIAN	INDIAN	INDEDEC.	CLASS	TYPE	SURNAME/FIRST NAME	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE									
Telbe	Indian or Non-Status	Telbe	Indian	Resortic	ALL	Prob Ord	INTE	FISH, JR	1	2	DECIMAL									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	CHARLIE C	21	1	2	.0476190477									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH, JR	21	1	2	.0476190477									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	CHARLIE C	21	1	2	.0476190477									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	ELLEN J (FISH)	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	(GIVENS) FISH HOW COBBLE	1	1	14	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	ANNA ELIZABETH	1	1	14	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	DECEASED 04/11/2016	1	1	14	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	CHARLOTTE A	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	WILLIE J	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	(FISH) DUTCHY	21	1	2	.0476190477									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	TERRY A	21	1	2	.0476190477									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	(FISH) TAYLOR	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	STACY G	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	ANGELA D	21	1	2	.0476190476									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH, JR	21	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	CHARLIE CURTIS	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH HAMZIPTA	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	ELLEN JEAN	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	GIVENS	1	1	7	.1666666667									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	ANNA ELIZABETH	6	1	7	.1666666667									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	DECEASED 04/11/2016	6	1	7	.1666666667									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH CONANT	1	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	CHARLOTTE ANN	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	WILLIE JAMES	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH DUTCHY	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	TERRY ANN	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	FISH TAYLOR	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	STACY GWEN	42	1	1	.0238095238									
MUSCOGEE CREEK - OK	Indian	Resortic	ALL	Prob Ord	INTE	INTA	ANGELLA DEE	42	1	1	.0238095238									
<table border="1"> <tr> <td>IN TRUST:</td> <td>42</td> <td>1.0000000000</td> </tr> <tr> <td>III FEE:</td> <td>0</td> <td>.0000000000</td> </tr> <tr> <td>TOTAL:</td> <td>42</td> <td>1.0000000000</td> </tr> </table>												IN TRUST:	42	1.0000000000	III FEE:	0	.0000000000	TOTAL:	42	1.0000000000
IN TRUST:	42	1.0000000000																		
III FEE:	0	.0000000000																		
TOTAL:	42	1.0000000000																		

Appendix "B"

Ownership of Tract 908 MP 54005 is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract Number</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Leased Acres</u>	<u>Record Issue#</u>
OIL AND GAS LEASE OKLAHOMA CITY, OKLAHOMA 73103 REGRAN/ SMITH ENERGY SOLUTIONS, INC. 1219 CLASSEN DRIVE	5030008660	908C250210	08/24/2016	08/23/2019	20.000	

NO REALTY DEFECTS FOUND

NO TITLE DEFECTS FOUND

NO ENCUMBRANCES FOUND

BIA Lease Number: 4200034263
Contract Number: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
EASTERN OKLAHOMA REGIONAL OFFICE
MUSKOGEE, OKLAHOMA 74402

OIL AND GAS MINING LEASE--ALLOTTED INDIAN LANDS

THIS LEASE, made and entered into in quintuplicate this 14th day of June, 2017, by and between Sue A. (Albert) White
Roll No. NE of the Muscogee Creek Tribe of Indians, lessor,
And Reagan Smith Energy Solutions, Inc., 1219 Classen Drive
of Oklahoma City, State of Oklahoma 73103, lessee, WITNESSETH:

1. Lessor, in consideration of a cash bonus of \$ \$6,060 paid to the BUREAU OF INDIAN AFFAIRS, receipt of which is hereby acknowledged, and in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and natural gas deposits including helium gas, carbon dioxide gas, and sulphur gas in or under the following-described tracts of land situated in the county of Okfuskee State of Oklahoma, and more particularly described as follows:

The W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 10 North, Range 10 East (RFD)

containing 20 acres more or less, together with the right to construct and maintain thereupon all works buildings, plants, waterways, roads, telegraph and telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment hereof for the term of 3 years from and after the approval hereof by the Secretary of the Interior and as much longer thereafter as oil and/or gas is produced in paying quantities from said land.

If the lessee shall commence to drill a well within the term of this lease, the lessee shall have the right to drill such well to completion with reasonable diligence and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

2. The term "oil and gas supervisor" as employed herein shall refer to such officer or officers as the Secretary of the Interior may designate to supervise oil and gas operations on Indian lands. The term "superintendent" as used herein shall refer to the superintendent or other official in charge of the Bureau of Indian Affairs having jurisdiction over the lands leased. Helium gas, carbon dioxide gas, sulphur gas, and other natural gases are included under the term "gas" as used in this lease.

3. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.—To furnish such bond as may be required by the regulations of the Secretary of the Interior, with satisfactory surety, or United States bonds as surety therefore, conditioned upon compliance with the terms of this lease.

(b) Wells.—(1) To drill and produce all wells necessary to offset or protect the leased land from drainage or in lieu thereof, to compensate the lessor in full each month for the estimated loss of royalty through drainage: **Provided, That** during the period of supervision by the Secretary of the Interior, the necessity for offset wells shall be determined by the oil and gas supervisor and payment in lieu of drilling and production shall be with the consent of, and in an amount determined by the Secretary of the Interior; (2) at the election of the lessee to drill and produce other wells; **Provided, That** the right to drill and produce such other wells shall be subject to any system of well spacing or production allotments authorized and approved under applicable law or regulations, approved by the Secretary of the Interior and affecting the field or area in which the leased lands are situated; and (3) if the lessee elects not to drill and produce such other wells for any period the Secretary of the Interior may, within 10 days after due notice in writing, either require the drilling and production of such wells to the number necessary, in his opinion, to insure reasonable diligence in the development and operation of the property, or may in lieu of such additional diligent drilling and production require the payment on and after the first anniversary date of this lease of not to exceed \$1 per acre per annum, which sum shall be in addition to any rental or royalty hereinafter specified.

(c) Rental and royalty.—To pay, beginning with the date of approval of the lease by the Secretary of the Interior, a rental of \$3.00 per acre per annum in advance during the continuance hereof, the rental so paid is not considered as a credit on the royalty for that year, together with a royalty of 18.75 percent of the value or amount of all oil, gas, and/or natural gasoline, and/or all other hydrocarbon substances produced and saved from the land leased herein, save and except oil, and/or gas used by the lessee for development and operation purposes on said lease, which oil or gas shall be royalty free. During the period of supervision, "value" for the purposes hereof may, in the discretion of the Secretary, be calculated on the basis of the highest price paid or offered (whether calculated on the basis of short or actual volume) at the time of production for the major portion of the oil of the same gravity, and gas, and/or natural gasoline, and/or all other hydrocarbon substances produced and sold from the field where the leased lands are situated, and the actual volume of the marketable product less the content of foreign substances as determined by the oil and gas supervisor. The actual amount realized by the lessee from the sale of said products may, in the discretion of the Secretary, be deemed mere evidence of or conclusive evidence of such value. When paid in value, such royalties shall be due and payable monthly on the last day of the calendar month following the calendar month in which produced; when royalty on oil produced is paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced without cost to the lessor unless otherwise agreed to by the parties thereto, at such time as may be required by the lessor: **Provided, That** the lessee shall not be required to hold such royalty oil in storage longer than 30 days after the end of the calendar month in which said oil is produced: **And provided further, That** the lessee shall be in no manner responsible or held liable for loss or destruction of such oil in storage caused by Acts of God. All rental and royalty payments, except as provided in sections 8(a) and 4(c) shall be made by check or draft drawn on a solvent bank, open for the transaction of business on the day the check or draft is issued, to the BUREAU OF INDIAN AFFAIRS, unless otherwise authorized by the Regional Director. It is understood that in determining the value for royalty purposes of products, such as natural gasoline, that are derived from treatment of gas, a reasonable allowance for the cost of manufacture shall be made, such allowance to be two-thirds of the value of the marketable product unless otherwise determined by the Secretary of the Interior on application of the lessee or on his own initiative, and that royalty will be computed on the value of gas or casinghead gas, or on the products thereof (such as residue gas, natural gasoline, propane, butane, etc), whichever is the greater.

(d) Monthly statements.—To furnish to the oil and gas supervisor monthly statements in detail in such form as may be prescribed by the Secretary of the Interior, showing the amount, quality, and value of all oil, gas, natural gasoline, or other hydrocarbon substances produced and saved during the preceding calendar

month as a basis upon which to compute, for the superintendent, the royalty due the lessor. The leased premises and all wells, producing operations, improvements, machinery, and fixtures thereon and connected therewith and all books and accounts of the lessee shall be open at all times for the inspection of any duly authorized representative of the Secretary of the Interior.

(e) **Log of well.**—To keep a log in the form prescribed by the Secretary of the Interior of all the wells drilled by the lessee showing the strata and character of the formations passed through by the drill, which log or a copy thereof shall be furnished to the oil and gas supervisor.

(f) **Diligence, prevention of waste.**—To exercise reasonable diligence in drilling and operating wells for oil and gas on the lands covered hereby, while such products can be secured in paying quantities; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil or gas developed on the land, or the entrance of water through wells drilled by the lessee to the productive sands or oil or gas-bearing strata to the destruction or injury of the oil or gas deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees; to plug securely all wells before abandoning the same and to effectually shut off all water from the oil or gas-bearing strata; not to drill any well within 200 feet of any house or barn now on the premises without the lessor's written consent approved by the superintendent; to carry out at the expense of the lessee all reasonable orders and requirements of the oil and gas supervisor relative to prevention of waste, and preservation of the property and the health and safety of workmen; to bury all pipelines crossing tillable lands below plow depth unless other arrangements therefore are made with the superintendent; to pay the lessor all damages to crops, buildings, and other improvements of the lessor occasioned by the lessee's operations: **Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.**

(g) **Regulations.**—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases including 25 CFR 212, 43 CFR 3570 and 30 CFR 200: **Provided, That no regulations hereafter approved shall effect a change in rate of royalty or annual rental herein specified without the written consent of the parties to this lease.**

(h) **Assignment of lease.**—Not to assign this lease or any interest therein by an operating agreement or otherwise nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease. The provisions of this section will not operate to abridge or modify any of the rights of the land or royalty owners under section 9 of this lease.

4. The lessor expressly reserves:

(a) **Disposition of surface.**—The right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, such disposition to be subject at all times to the right of the lessee herein to the use of so much of said surface as is necessary in the extraction and removal of the oil and gas from the land herein described.

(b) **Use of gas.**—The right to use sufficient gas free of charge for all stoves and inside lights in the principal dwelling house on said lands by making connection at his own expense with the well or wells thereon, the use of such gas to be at the lessor's risk at all times.

(c) **Royalty in kind.**—The right to elect on 30 days written notice to take lessor's royalty in kind.

5. **Surrender and termination.**—The lessee shall have the right at any time during the term hereof to surrender and terminate this lease or any part thereof upon the payment of the sum of one dollar and all

rentals, royalties, and other obligations due and payable to the lessor; and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior that full provision has been made for conservation and protection of the property and the proper abandonment of all wells drilled on the portion of the lease surrendered, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded, lessee shall file a recorded release with his application to the superintendent for termination of this lease.

6. Cancellation and forfeiture.—When, in the opinion of the Secretary of the Interior, there has been a violation of any of the terms and conditions of this lease before restrictions are removed, the Secretary of the Interior shall have the right at any time after 30 days notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land: **Provided**, That after restrictions are removed the lessor shall have and be entitled to any available remedy in law or equity for breach of this contract by the lessee.

7. Removal of buildings, improvements, and equipment.—Lessee shall be the owner of and shall have the right to remove from the leased premises, within 90 days after termination of this lease, any and all buildings, structures, casing, material, and/or equipment placed thereon for the purpose of development and operation hereunder, save and except casing in wells and other material, equipment, and structures necessary for the continued operation of wells producing or capable of being produced in paying quantities as determined by the Secretary of the Interior, on said leased land at the time of surrender of this lease or termination thereof; and except as otherwise provided herein, all casing in wells, material, structures, and equipment shall be and become the property of the lessor.

8. Relinquishment of supervision by the Secretary of the Interior.—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, such relinquishment shall not bind lessee until said Secretary shall have given 30 days written notice. Until said requirements are fulfilled, lessee shall continue to make all payments due hereunder as provided in section 3(c). After notice of relinquishment has been received by lessee, as herein provided, this lease shall be subject to the following further conditions:

(a) All rentals and royalties thereafter accruing shall be paid in the following manner: Rentals and royalties shall be paid directly to lessor or his successors in title, or to a trustee appointed under the provisions of section 9 hereof.

(b) If, at the time supervision is relinquished by the Secretary of the Interior, lessee shall have made all payments then due hereunder, and shall have fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance hereof, on file in the Indian Office, shall be of no further force or effect.

(c) Should such relinquishment affect only part of the acreage, then lessee may continue to drill and operate the land covered hereby as an entirety: **Provided**, That lessee shall pay in the manner prescribed by section 3(c), for the benefit of lessor such proportion of all rentals and royalties due hereunder as the acreage retained under the supervision of the Secretary of the Interior bears to the entire acreage of the lease, the remainder of such rentals and royalties to be paid directly to lessor or his successors in title or said trustees as the case may be, as provided in subdivision (a) of this section.

9. Division of fee.—It is covenanted and agreed that should the fee of said land now or hereafter be divided into separate parcels, held by different owners, or should the rental or royalty interests hereunder be so divided in ownership, the obligations of lessee hereunder shall not be added to or changed in any manner whatsoever save as specifically provided by the terms of this lease. Notwithstanding such separate ownership, lessee may continue to drill and operate said premises as an entirety: **Provided**, That each

separate owner shall receive such proportion of all rentals and royalties accruing after the vesting of his title as the acreage of the fee, or rental or royalty interest, bears to the entire acreage covered by the lease; or to the entire rental and royalty interest as the case may be: **Provided further, That if, at any time after departmental supervision hereof is relinquished, in whole or in part, there shall be four or more parties entitled to rentals or royalties hereunder, whether said parties are so entitled by virtue of undivided interests or by virtue of ownership of separate parcels of the land covered hereby, lessee, at his election may withhold the payment of further rentals or royalties (except as to the portion due the Indian lessor while under restriction), until all of said parties shall agree upon and designate in writing and in a recordable instrument a trustee to receive all payments due hereunder on behalf of said parties and their respective successors in title. Payments to said trustee shall constitute lawful payments hereunder, and the sole risk of an improper or unlawful distribution of said funds by said trustee shall rest upon the parties naming said trustee and their respective successors in title.**

10. Drilling and producing restrictions.—It is covenanted and agreed that the Secretary of the Interior may impose restrictions as to time or times for the drilling of wells and as to the production from any well or wells drilled when in his judgment such action may be necessary or proper for the protection of the natural resources of the leased land and the interests of the Indian lessor, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, or regulations by competent Federal or State authorities or lawful agreements among operators regulating either drilling or production, or both.

11. Unit operation.—The parties hereto agree to subscribe to and abide by any agreement for the cooperative or unit development of the field or area, affecting the leased lands, or any pool thereof, if and when collectively adopted by a majority operating interest therein and approved by the Secretary of the Interior, during the period of supervision.

12. Conservation.—The lessee in consideration of the rights herein granted agrees to abide by the provisions of any act of Congress, or any order or regulation prescribed pursuant thereto, relating to the conservation, production, or marketing of oil, gas, or other hydrocarbon substances.

13. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

14. It is understood that this lease is governed by the regulations 25 CFR 213.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSEE: LESSEE:

1. [Signature]

P.O. 1219 Classen Drive, OKC, OK 73103

2. [Signature]

P.O. 1219 Classen Dr., OKC, OK 73103

[Signature]
Beagan Smith Energy Solutions, Inc.

ACKNOWLEDGMENT OF LESSEE

STATE OF Oklahoma

COUNTY OF Oklahoma

Before me, a notary public, in and for this state, on this 14th day of June, 2017 personally appeared Jennifer E. Krieg to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chair, or vice-chair of the board of directors or mayor, as the case may be) and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

[Signature]
Notary Public

My commission expires 5-5-19



IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSOR: LESSOR:

1. Mary J. Halata
P.O. Box 580 Okmulgee OK 74447

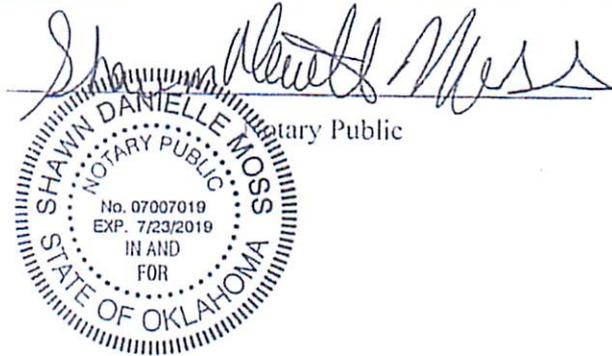
Sue A. Albert White
Sue A. (Albert) White

2. Jiqu Carnan
P.O. Box 580 Okmulgee, OK 74447

ACKNOWLEDGMENT OF LESSOR

State of Oklahoma
County of Okmulgee

Before me, a notary public, on this 23rd day of May, 2017, personally appeared Sue White to me known to be the identical person(s), who executed the within and foregoing lease, and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.



My commission expires 7/23/2019

APPROVED: JUN 26 2017
Under Authority delegated by 230 DM 8,
230 DM 1, and 3 IAM 4.

ACTING J. Imhann
Regional Director
Eastern Oklahoma Region

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

Contract No.
14-20-205-16420

OIL AND GAS MINING LEASE—ALLOTTED INDIAN LANDS

THIS LEASE, made and entered into in quadruplicate this 6th day of October, 20 15, by and between _____
Heirs and Successors of Digging Woman

Allottee No. M1374 of the Cheyenne & Arapaho Tribe of Indians,
lessor S, and Marathon Oil Company
P.O. Box 68
of Houston, State of Texas, lessee, WITNESSETH:

1. Lessor, in consideration of a cash bonus of \$ 288,000.00, paid to the BUREAU OF INDIAN AFFAIRS, receipt of which is hereby acknowledged, and in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all oil and natural gas deposits including helium gas, carbon dioxide gas, and sulphur gas in or under the following described tracts of land situated in the county Blaine State of Oklahoma, and more particularly described as follows:

**Undivided 28/70 Interest in W/2 NE/4 (Less & Except Woodford) of Section 30,
Township 15 North, Range 11 West, Blaine County, Oklahoma (32.000 nma)**

containing 80.000 acres more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph and telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment hereof for the term of 3 years from and after the approval hereof by the Secretary of the Interior and as much longer thereafter as oil and/or gas is produced in paying quantities from said land.

If the lessee shall commence actual drilling with a rig designed to go to the total proposed depth and such drilling shall commence by midnight on the last day of the primary term of this lease and shall continue until the well is fully completed to production or abandoned, the lessee shall have the right to drill such well to completion with reasonable diligence and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the terms of years herein first mentioned.

2. The term "oil and gas supervisor" as employed herein shall refer to such officer or officers as the Secretary of the Interior may designate to supervise oil and gas operations on Indian lands. The term "superintendent" as used herein shall refer to the superintendent or other official in charge of the Indian Agency having jurisdiction over the lands leased. Helium gas, carbon dioxide gas, sulphur gas, and other natural gases are included under the term "gas" as used in this lease.

3. In consideration of the foregoing, the lessee hereby agrees:

(a) **Bond**—To furnish such bond as may be required by the regulations of the Secretary of the Interior, with satisfactory surety, or United States bonds as surety therefor, conditioned upon compliance with the terms of this lease.

(b) **Wells**—(1) To drill and produce all wells necessary to offset or protect the leased land from drainage or in lieu thereof, to compensate the lessor in full each month for the estimated loss of royalty through drainage; Provided, That during the period of supervision by the Secretary of the Interior, the necessity for offset wells shall be determined by the oil and gas supervisor and payment in lieu of drilling and production shall be with the consent of, and in an amount determined by the Secretary of the Interior; (2) at the election of the lessee to drill and produce other wells; Provided, That the right to drill and produce such other wells shall be subject to any system of well spacing or production allotments authorized and approved under applicable law or regulations, approved by the Secretary of the Interior and affecting the field or area in which the leased lands are situated; and (3) if the lessee elects not to drill and produce such other wells for any period the Secretary of the Interior may, within 10 days after due notice in writing, either require the drilling and production of such wells to the number necessary, in his opinion, to ensure reasonable diligence in the development and operation of the property, or may in lieu of such additional diligent drilling and production require the payment on and after the first anniversary date of this lease of not to exceed \$1 per acre per annum, which sum shall be in addition to any rental or royalty hereinafter specified.

(c) **Rental**—To pay, beginning with the date of approval of the lease by the Secretary of the Interior or his duly authorized representative, a rental of \$3.00 per acre per annum in advance during the continuance hereof, the rental so paid for any one year is not considered as credit on the royalty for that year.

Appendix E

14-29-205- 16420

Royalty—To pay a royalty of 20 percent of the value or amount of all oil, gas, and/or natural gasoline, and/or all other hydrocarbon substances produced and saved from the land leased herein, save and except oil, and/or gas used by the lessee for development and operation purposes on said lease, which oil and gas shall be royalty free. During the period of supervision, "value" for the purposes hereof may, in the discretion of the Secretary, be calculated on the basis of the highest price paid or offered (whether calculated on the basis of short or actual volume) at the time of production for the major portion of the oil of the same gravity, and gas, and/or natural gasoline, and/or all other hydrocarbon substances produced and sold from the field where the leased lands are situated, and the actual volume of the marketable product less the content of foreign substances as determined by the oil and gas supervisor. The actual amount realized by the lessee from the sale of said products may, in the discretion of the Secretary, be deemed mere evidence of or conclusive evidence of such value. When paid in value, such royalties shall be due and payable monthly on the last day of the calendar month following the calendar month in which produced; when royalty on oil produced is paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced without cost, to the lessor unless otherwise agreed to by the parties thereto at such times as may be required by the lessee. *Provided*, That the lessee shall not be required to hold such royalty oil in storage longer than 30 days after the end of the calendar month in which said oil is produced. And *Provided further*, That the lessee shall be in no manner responsible or held liable for loss or destruction of such oil in storage caused by acts of God. All rental and royalty payments, except as provided in section 9 (a) and 4 (a) shall be made by check or draft drawn on a solvent bank, open for the transaction of business on the day check or draft is issued, to the BUREAU OF INDIAN AFFAIRS. It is understood that in determining the value for royalty purposes of products, such as natural gasoline, that are derived from treatment of gas, a reasonable allowance for the cost of manufacture shall be made, such allowance to be two-thirds of the value of the marketable product unless otherwise determined by the Secretary of the Interior on application of the lessee or on his own initiative, and that royalty will be computed on the value of gas or casinghead gas, or on the products thereof (such as residue gas, natural gasoline, propane, butane, etc.), whichever is greater.

(d) **Monthly statements**—To furnish to the oil and gas supervisor monthly statements in detail in such form as may be prescribed by the Secretary of the Interior, showing the amount, quality, and value of all oil, gas, natural gasoline, or other hydrocarbon substances produced and saved during the preceding calendar month as a basis upon which to compute, for the superintendent, the royalty due the lessor. The leased premises and all wells, producing operations, improvements, machinery, and fixtures thereon and connected therewith and all books and accounts of the lessee shall be opened at all times for the inspection of any duly authorized representative of the Secretary of the Interior.

(e) **Log of well**—To keep a log in the form prescribed by the Secretary of the Interior of all the wells drilled by the lessee showing the strata and character of the formations passed through by the drill, which log or a copy thereof shall be furnished to the oil and gas supervisor.

(f) **Diligence, prevention of waste**—To exercise reasonable diligence in drilling and operating wells for oil and gas on the lands covered hereby, while such products can be secured in paying quantities; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practices, having due regard for the prevention of waste of oil or gas developed on the land, or the entrance of water through wells drilled by the lessee to the productive sands or oil or gas-bearing strata to the destruction or injury of the oil or gas deposits, the preservation and conservation of the property for the future production operations and to the health and safety of workmen and employees; to plug securely all wells before abandoning the same and to effectively shut off all water from the oil or gas-bearing strata; not to drill any well within 200 feet of any house or barn now on the premises without the lessor's written consent approved by the superintendent; to carry out at the expense of the lessee all reasonable orders and requirements of the oil and gas supervisor relative to prevention of waste, and preservation of the property and the health and safety of workmen; to bury all pipelines crossing tilable lands below plow depth unless other arrangements therefor are made with the superintendent; *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

(g) **Regulations**—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter enforce relative to such leases including 30 CFR 221; *Provided*, That no regulations hereafter approved shall effect a change in rate of royalty or annual rental herein specified without the written consent of the parties to this lease.

(h) **Assignment of lease**—Not to assign this lease or any interest therein by an operating agreement or otherwise not to sublet any portion of the leased premises before restrictions are removed, except with approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease. The provisions of this section will not operate to abridge or modify any of the rights of the land or royalty owners under section 10 of this lease.

(i) To be responsible for and to make payments to the surface lessee and the surface owner for all damages to the lands, livestock, crops, timber, water and improvements caused by its operations hereunder. Said damages to be paid to the surface lessee pursuant to the provisions of the approved surface lease which stipulates damages. All other damages not stipulated to be paid to the surface lessee shall be deposited with the Bureau of Indian Affairs to be disbursed proportionately to the surface owners, "and

(j) To acquire the owners' consent and the approval of the Superintendent for a geological or geophysical permit and to pay damages therefor prior to conducting any such operations on the leased premises."

4. The lessor expressly reserves:

(a) **Disposition of surface**—The right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, such disposition to be subject at all times to the right of the lessee herein to the use of so much of said surface as is necessary in the extraction and removal of the oil and gas from the land herein described.

(b) **Use of gas**—The right to use sufficient gas free of charge for all stoves and inside lights in the principal dwelling house on said lands by making connection at his own expenses with the well or wells thereon, the use of such gas to be at the lessor's risk at all times.

(c) The right to elect on 30 days' written notice to take lessor's royalty in kind.

(d) All water and water rights.

5. **Surrender and termination**—The lessee shall have the right at any time during the term hereof to surrender and terminate this lease or any part thereof upon the payment of the sum of \$1 and all rentals, royalties, and other obligations due and payable to the lessor; and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior that full provision has been made for conservation and protection of the property and the proper abandonment of all wells drilled on the portion of the lease surrendered, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded lessee shall file a recorded release with his application to the superintendent for termination of this lease.

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6. Release of nonparticipating acreage and nonproducing formations—It is expressly agreed that notwithstanding anything to the contrary in this lease, all acreage not included in a unit or cooperative agreement and not producing or upon which drilling operations have not commenced, shall be released at the expiration of the primary term of this lease and it is further agreed that this lease shall terminate as to all nonproducing formations at the expiration of the primary term of this lease.

7. Cancellation and forfeiture—When in the opinion of the Secretary of the Interior, there has been a violation of any of the terms and conditions of this lease before restrictions are removed, the Secretary of the Interior shall have the right at any time after 30 days' notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land; Provided, That after restrictions are removed the lessor shall have and be entitled to any available remedy in law or equity for breach of this contract by the lessee.

8. Removal of buildings, improvements, and equipment—Lessee shall be the owner of and shall have the right to remove from the leased premises, within 90 days after termination of this lease, any and all buildings, structures, casing, material, and/or equipment placed thereon for the purpose of the development and operation hereunder, save and except casing in wells and other material, equipment, and structures necessary for the continued operation of wells producing or capable of being produced in paying quantities as determined by the Secretary of the Interior, on said leased land at the time of surrender of this lease or termination thereof; and except as otherwise provided herein, all casing in wells, material, structures, and equipment shall be and become the property of the lessor.

9. Relinquishment of supervision by the Secretary of the Interior—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, such relinquishment shall not bind lessee until said Secretary shall have given 30 days' written notice. Until said requirements are fulfilled, shall continue to make all payments due hereunder as provided in section 3 (c). After notice of relinquishment has been received by lessee, as herein provided, this lease shall be subject to the following further conditions:

(a) All rentals and royalties thereafter accruing shall be paid in the following manner: Rentals and royalties shall be paid directly to lessor or his successors in title, or to a trustee appointed under the provisions of section 9 hereof.

(b) If, at any time supervision is relinquished by the Secretary of the Interior, lessee shall have made all payments then due hereunder, and shall have fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance hereof, on file in the Indian Office shall be of no further force or effect.

(c) Should such relinquishment affect only part of the acreage, then lessee may continue to drill and operate this land covered hereby as an entirety; Provided, That lessee shall pay in the manner prescribed by section 3 (c) for the benefit of lessor such proportion of all rentals and royalties due hereunder as the acreage retained under the supervision of the Secretary of the Interior bears to the entire acreage of the lease, the remainder of such rentals and royalties to be paid directly to lessor or his successors in title or said trustee as the case may be, as provided in subdivision (a) of this section.

10. Division of fee—It is covenanted and agreed that should the fee of said land now or hereafter be divided into separate parcels, held by different owners, or should the rental or royalty interests hereunder be so divided in ownership, the obligations of lessee hereunder shall not be added to or changed in any manner whatsoever save as specifically provided by the terms of this lease. Notwithstanding such separate ownership, lessee may continue to drill and operate said premises as an entirety; Provided, That each separate owner shall receive such proportion of all rentals and royalties accruing after the vesting of his title as the acreage of the fee, or rental or royalty interest, bears to the entire acreage covered by the lease; or to the entire rental and royalty interest as the case may be; Provided further, That if at any time after departmental supervision hereof is relinquished, in whole or in part, there shall be four or more parties entitled to rentals or royalties hereunder, whether said parties are so entitled by virtue of undivided interests or by virtue of ownership of separate parcels of said land covered hereby, lessee, at his election may withhold the payment further rentals or royalties (except as to the portion due to the Indian lessor while under restriction), until all of said parties shall agree upon a designate in writing and in a recordable instrument a trustee to receive all payments due hereunder on behalf of said parties and their respective successors in title. Payments to said trustee shall constitute lawful payments hereunder, and the sole risk of an improper or unlawful distribution of said funds by said trustees shall rest upon the parties naming said trustee and their respective successors in title.

11. Drilling and producing restrictions—It is covenanted and agreed that the Secretary of the Interior may impose restrictions as to the time or times for the drilling of the wells and as to the production from any well or wells drilled when in his judgment such action may be necessary or proper for the protection of the natural resources of the leased land and of the Indian lessor, and in the exercise of his judgment the Secretary may take into consideration among other things, Federal laws, State laws, or regulations by competent Federal or State authorities or lawful agreements among operators regulating either drilling or production, or both.

12. Unit operation—The parties hereto agree to subscribe to and abide by any agreement for the cooperative or unit development of the field or area, affecting the leased lands, or any pool thereof, that may be required by the Secretary of the Interior, but no lease shall be included in any cooperative or unit plan without prior approval of the Secretary of the Interior.

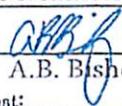
13. Conservation—The lessee in consideration of the rights herein granted agrees to abide by the provisions of any act of Congress, or any order or regulation prescribed pursuant thereto, relating to the conservation, production, or marketing of oil, gas, or other hydrocarbon substances.

14. Heirs and successors in interest—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

LESSEE

Marathon Oil Company

By  A.B. Bishop, Attorney-In-Fact

Attest: _____

(4)

Contract No.

14-20-205- 16420

LESSOR(S)

STATE OF _____ }
 COUNTY OF _____ } as:

Before me, a notary public, on this _____ day of _____, 20____, personally appeared

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

My commission expires _____

Concho Agency, BIA, El Reno Oklahoma, Approved under authority delegated by "209 DM 8, 230 DM 1, 3 IAM 4, Release #15-31, and 10 BIAM 13, as amended, and the Anadarko Area Addendum to 10 BIAM dated October 14, 1994."

FEB 18 2016
 Date ACTING Superintendent Scotty McEwen

Approved in accordance with PL106-462, Sec. 219(a)(1)(A)&(B) and 219(b)(1) as 89% of the ownership interest has accepted the lease terms.

United States Department of the Interior
Bureau of Indian Affairs
Title Status Report

8971

Report Certification Time and Date: 01/04/2012 03:49:51 PM
Requestor: JTRULY Date/Time: 10/15/2015 13:53:01

Land Legal Description

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRQ</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>		
801	CHEYENNE & ARAPAHO	M 1374	ANADARKO, OK	SOUTHERN PLAINS REGIONAL OFFICE	CONCHO AGENCY	Mineral		
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Section</u>	<u>Acres</u>
30	015.00N	011.00W	OKLAHOMA	BLAINE	Indian	W NE 3	3	80.000
TOTAL TRACT ACRES:								80.000

Title Status

Tract 801 M 1374 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "A" attached to and incorporated in this Title Status Report.

The title to Tract 801 M 1374 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust, fee.

The tract ownership is encumbered by the title documents as listed on Appendix "B" attached to and incorporated in this Title Status Report.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Appendix F 3

OWNER	TYPE	INDIAN OR NON-INDIAN STATUS	TITLE	INTEREST	CLASS	TYPE	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
APARAO (WIND RIVER) - MY	Indian	Indian	Fee	ALL	Fee Pate	TRST/FR SHARON	DONNA ROE BRUCE	1	1	2000000000
APARAO (WIND RIVER) - MY	Indian	Indian	Fee	ALL	Fee Pate	TRST/FR BRUCE	DECEASED 02/12/1995	5	1	2000000000
APARAO (WIND RIVER) - MY	Indian	Indian	Fee	ALL	Fee Pate	TRST/FR HARRISON	LORRETTA BRUCE	5	1	2000000000
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	HUTCHINSON CARLA H BRUCE	1	70	0142857143
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	BOON LAURA J BRUCE	1	70	0142857143
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	BRUCE PERRY	1	70	0142857143
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	BRUCE ROBERT	1	70	0142857143
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	BRUCE JOHN	1	70	0142857143
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	BRUCE ROMAN NOSE	1	70	0142857143
APARAO (WIND RIVER) - MY	Indian	Indian	Trust	ALL	Prob Ord	INTE	BRUCE LORI ALICE	1	70	0142857143
CHEROKEE (WIND RIVER) - OR	Indian	Indian	Trust	ALL	Prob Ord	INTE	BRUCE SOUTH LITTLE YELLOWMAN	1	70	1000000000
CHEROKEE (WIND RIVER) - OR	Indian	Indian	Trust	ALL	Prob Ord	TESTATE	WOLMORTH EMELIA SUE	1	70	1000000000
CHEROKEE (WIND RIVER) - OR	Indian	Indian	Trust	ALL	Prob Ord	TESTATE	WOLMORTH ROBERT	1	70	1000000000
TOTAL:								10	70	1.000000000
IN FEE:								42	70	6000000000
IN TRUST:								28	70	4000000000

* ALL means the equitable beneficial interest and the legal title interest merged together.

Appendix "B"

Ownership of Tract 801 M 1374 is encumbered by the following:

Contract Type/Contractor Name	Contract Number	Contractor ID	Begin Date	Expiration Date	Leased Acres	Record Number
OIL AND GAS LEASE CONFIDENTIAL RESOURCES INC.	0000014142	801C00295	10/07/2008	10/08/2011	80.000	801-000014142

Type of Encumbrance	Encumbrance Holder	Expiration Date	Document Number	Description and Explanation
ASSIGNMENT	ENROX EXPLORATION CORP.	PERPETUAL	011698996	ASSIGNMENT OF OIL LEASE 00-060303 FROM TERRA ENERGY, LTD FOR AN UNDIV. 25% OF THEIR RIGHT, TITLE AND INTEREST TO ENROX EXPLORATION CORPORATION.
ASSIGNMENT	OLD DOMINION OIL CORP	PERPETUAL	010579982	ASSIGNMENT OF OIL & GAS LEASE No. 14-20-205-7826 - ARNOLD PETROLEUM, INC. CONVEYS ALL OF ITS 20% RIGHT, TITLE, AND INTEREST IN AND TO SAID LEASE.

115TH CONGRESS
1ST SESSION

H. R. 2606

To amend the Act of August 4, 1947 (commonly known as the Stigler Act), with respect to restrictions applicable to Indians of the Five Civilized Tribes of Oklahoma, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MAY 23, 2017

Mr. COLE (for himself, Mr. MULLIN, Mr. LUCAS, and Mr. RUSSELL) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To amend the Act of August 4, 1947 (commonly known as the Stigler Act), with respect to restrictions applicable to Indians of the Five Civilized Tribes of Oklahoma, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Stigler Act Amend-
5 ments of 2017”.

6 **SEC. 2. IN GENERAL.**

7 The first section of the Act of August 4, 1947 (61
8 Stat. 731, chapter 458), is amended—

1 (1) in the matter before subsection (a), by
2 striking “That all restrictions” and all that follows
3 through subsection (a) and inserting the following:

4 “SEC. 1. All restrictions against alienation, convey-
5 ance, lease, mortgage, creation of liens, or other encum-
6 brances upon all lands, including oil and gas or other min-
7 eral interests, in Oklahoma belonging to a lineal descend-
8 ant by blood of an original enrollee whose name appears
9 on the Final Indian Rolls of the Five Civilized Tribes in
10 Indian Territory, whether acquired by allotment, inherit-
11 ance, devise, gift, purchase, exchange, partition, partition
12 sale, or by purchase with restricted funds, of whatever de-
13 gree of Indian blood, and whether enrolled or unenrolled,
14 shall be and are hereby, extended until an Act of Congress
15 determines otherwise, including, without limitation, those
16 interests in the estate of a decedent Indian who died be-
17 fore the date of enactment of Stigler Act Amendments of
18 2017 that were, immediately prior to the decedent’s death,
19 subject to restrictions that had not, as of said date, been—

20 “(1) the subject of a final order issued by an
21 Oklahoma district court or a United States district
22 court determining the decedent’s heirs or devisees or
23 otherwise determining the ownership of said inter-
24 ests;

1 “(2) conveyed by the decedent’s undetermined
2 heirs or devisees by deed approved by an Oklahoma
3 district court; or

4 “(3) conveyed by the decedent’s undetermined
5 heirs or devisees of less than one-half degree of In-
6 dian blood with or without Oklahoma district court
7 approval.

8 “SEC. 2. (a) Except as provided in subsection (f),
9 subsection (g), subsection (h), and subsection (i), no con-
10 veyance, including an oil and gas or mineral lease, of any
11 interest in the restricted lands described in this section
12 shall be valid unless approved in open court by the district
13 court of the county in Oklahoma in which the land is situ-
14 ated.”;

15 (2) in subsection (b)—

16 (A) by striking “county judge” and insert-
17 ing “district judge”; and

18 (B) by striking “Proceedings for approval
19 of conveyances by restricted heirs or devisees”
20 and inserting “Proceedings for approval of con-
21 veyances”;

22 (3) in subsection (c), by striking “best interest
23 of the Indian” and inserting “best interest of the
24 grantor”; and

1 (4) by adding before the period at the end the
2 following: “; (h) nothing contained in this section
3 shall limit or affect the right of an Indian owner of
4 restricted lands described in this Act to seek and ob-
5 tain Secretarial removal of restrictions on all or any
6 portion of said restricted lands in accordance with
7 any applicable Federal law; and (i) nothing con-
8 tained in this section shall invalidate the alienation,
9 conveyance, lease, including oil and gas or other
10 mineral leases, mortgage, creation of liens, or other
11 encumbrance of any lands, if such action was effec-
12 tive before the date of enactment of the Stigler Act
13 Amendments of 2017 and valid under the law then
14 in effect.”.

15 **SEC. 3. TECHNICAL AMENDMENTS.**

16 The Act of August 4, 1947 (61 Stat. 731, chapter
17 458), is amended—

18 (1) in section 5, by striking “of one-half or
19 more Indian blood,”;

20 (2) in section 6(c), by striking “of one-half or
21 more Indian blood,”; and

22 (3) in section 8, by striking “of one-half or
23 more Indian blood,”.

24 **SEC. 4. REPEALS.**

25 The following are repealed:

1 (1) Section 1 of the Act of August 11, 1955
2 (69 Stat. 666, chapter 768).

3 (2) Section 2 of the Act of August 4, 1947 (61
4 Stat. 731, chapter 458).

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