

**APPLICATION FOR REVOCABLE PIPELINE PERMIT**

**TO THE HONORABLE MAYOR AND CITY COUNCIL  
OKLAHOMA CITY, OKLAHOMA**

Come now the Applicant: Tom-Stack, LLC of 1722 Routh Sreet, Suite 1300, Dallas, TX 75201  
and applies to the City Council of Oklahoma City for a permit to lay Natural Gas  
pipeline within the City of Oklahoma City.

The description of said line is as follows:

A 6" STEEL PIPE WITH 6" STEEL CASING PIPE FOR PRODUCED NATURAL GAS PIPELINE  
CROSSING RENO AVE APPROX. 2503 FEET WEST OF RENO AVE ANDS CIMARRON RD JCT.  
AND APPROX. 2503 FEET WEST OF THE NE COR. SEC. 3, TWP 11 N, RNG 6W, BETWEEN  
SECTION 3, TWP 11 N, RNG 6W, AND SECTION 34, TWP 12N, RNG 6W, CANADIAN COUNTY,  
OKLAHOMA.

And the location and depth of said line or lines and all existing utilities are shown on the attached  
survey.

By:

AGENT

Ryan-McGlamery

**REVOCABLE PIPELINE PERMIT**

THIS PERMIT, entered into in duplicate this 16th Day of August, 2022, between Tom-Stack, LLC hereinafter called the "Company" and THE CITY OF OKLAHOMA CITY, a municipal corporation, situated in Oklahoma County, State of Oklahoma, hereinafter called "City",

WITNESSETH:

City, pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Company, does hereby permit the Company to lay said pipelines along, and across certain streets, alleys, easements, public right-of-way and public property within the corporate limits of said City, as shown by the accompanying survey, the location of said pipelines being more particularly described as follows:

A 6" STEEL PIPE WITH 6" STEEL CASING PIPE FOR PRODUCED NATURAL GAS PIPELINE CROSSING RENO AVE APPROX. 2503 FEET WEST OF RENO AVE ANDS CIMARRON RD JCT. AND APPROX. 2503 FEET WEST OF THE NE COR. SEC. 3, TWP 11 N, RNG 6W, BETWEEN SECTION 3, TWP 11 N, RNG 6W, AND SECTION 34, TWP 12N, RNG 6W, CANADIAN COUNTY, OKLAHOMA.

With the right of ingress and egress to and from the same. This permit is made by said City and accepted by said Company upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said pipelines along, over and across the property above described shall be subject to the approval of the City Engineer of said City.

Said pipelines shall be constructed at such grade that the top thereof shall not be less than 48 inches below the surface of said property as above described as now located, and shall thereafter be maintained at such grade.

2. Said pipelines shall be constructed, repaired, and renewed and maintained by the Company, at the Company's own cost and expense, in a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.

All pipelines installed crossing from one side of the public right-of-way to the other shall be constructed as per the following:

**(1) Cased crossing.** *The pipeline crossings must pass through a casing of a design and constructed in accordance with the United States Department of Transportation standards set forth in 49 CFR 192.323 (Casing). For public rights of way, the casing shall be a seamless steel pipe, grade "B" having a minimum wall thickness of 0.250 inches or better.*

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipeline and to have a life expectancy equal to or greater than the carrier pipe. The vents must be sized to allow proper release of carrier pipe contents in the case of failure. The minimum pipe size for vents is two inches. If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipeline by two inches or more.

The carrier pipe in public right-of-way and public property shall be one grade better than could be used in private right-of-way in the same vicinity.

**(2) Un-cased crossing.** *The pipeline crossing must conform in design, construction and installation to the United States Department of Transportation standards set forth in 49 CFR 192 Subpart C. Construction, installation and use of an un-cased pipeline crossing shall be allowed only when the pipe utilized for the crossing is a minimum of one ASTM grade higher in tensile strength and a minimum of one step greater in wall thickness than the materials otherwise required.*

The Company agrees not to place any casing in a public right-of-way having a wall thickness and grade of pipe less than that required and/or recommended by the applicable pipe industry.

3. The Company agrees that it will at all times hereafter indemnify, protect and save harmless the City from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Company, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or renewing of said pipelines.
4. The Company shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the property above described in a solid and safe condition. The Company shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the City Engineer of said City. If the Company shall fail to make any repairs or do any work required of said Company by the provisions of this permit within ten days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs or do such work at the expense of the Company, and the Company shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the City to the Company.
5. This permit shall ensure to the benefit of the successors, lessees and assigns of the Company hereto only upon consent thereto in writing duly executed by said City.
6. It is understood and agreed by the Company that it will on April 10<sup>th</sup> of each year file with the Public Works Director a statement or diagram verified by an affidavit of the general or local manager or agent of such company, showing the number of pipelines and the number of rods of the pipelines which occupy the streets, alleys or public places which are maintained or used by said Company.
7. It is understood and agreed by the Company that on April 10<sup>th</sup> of each year, it will also file with the City's Supervisor of Licenses, a statement verified by the affidavit of the general or local manager or agent of said company showing the gross receipts of the company for the previous year from March 31<sup>st</sup> of that year and to and including March 31<sup>st</sup> of the year in which the statement is made, resulting from any sale of natural or artificial gas to consumers in the City.
8. It is understood and agreed by the Company that if said Company sells natural or artificial gas to consumers in the City, it shall be subject to a 2% gross receipts tax on the revenues from said sales in accordance with Section 52-181, Article V of Chapter 52 of the Oklahoma Municipal Code and Title 68 Article 26, sections 2601 and 2602 of the Oklahoma Statutes.
9. It is understood and agreed by the parties hereto that this permit to the Company is subject to any and all Ordinances now in force or hereafter enacted by said City and to any and all existing rights of any public utility and by virtue of permits or franchises heretofore granted and executed by said City, and that this permit is revocable at any time by said City upon notice thereof to the Company.

10. It is further expressly agreed that the Company will commence said work within 90 days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before 90 days from the date of commencement.
11. Where openings are made in or adjacent to any street, alley or public right-of-way, the Company shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Company as regards the protection of the work at the Company's expense.

12. It is expressly agreed that in the event City revokes this permit or directs Company to relocate all or a portion of the pipeline(s) authorized under this permit, Company will, at its sole expense, remove or relocate pipelines(s) within 60 days from the date the notice is given.
13. All street crossings will require dry boring and/or tunneling below the (minimum 48 inches) street surface, unless special permission is receive from the City Engineer to open-cut.
14. The Company shall place identification markers at all points where the pipeline(s) intersect(s) the City's right-of-way boundary. Said marker shall extend a minimum of 36 inches above right-of-way surface.
15. This permit authorizes Company to use and occupy a portion of certain streets, alleys, easements, public right-of-ways and public properties, for the location of its pipeline(s) in a manner which will not interfere with the public use of said rights-of-way.
16. It is expressly understood, that the permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property.
17. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
18. The Company agrees that this Revocable Permit is subject to the following conditions:

- a. The Company shall obtain bore permit.  


---

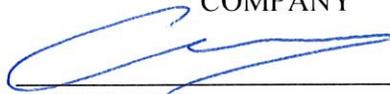
  


---

IN WITNESS WHEREOF, the parties have caused this permit to be executed in duplicate by their proper officers thereunto authorized the day and year first above written.

Tom-Stack, LLC

COMPANY

  
SIGNATURE *Director of Land*  
TITLE

Christopher J. Greneau  
PRINT NAME

ATTEST

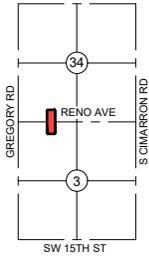
  
CITY CLERK



  
MAYOR

Reviewed as to form and legality.

  
Assistant Municipal Counselor

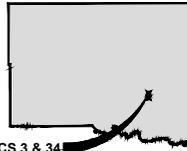


SEC. 3 - T11N - R6W AND  
SEC. 34 - T12N - R6W



STATE OF OKLAHOMA

CANADIAN COUNTY



SECS 3 & 34

EXISTING PIPELINE	---
PROPOSED CENTERLINE	—
OVERHEAD ELECTRIC	OHE
UNDERGROUND ELECTRIC	EUG
FENCE	X
BORE PIPE	—

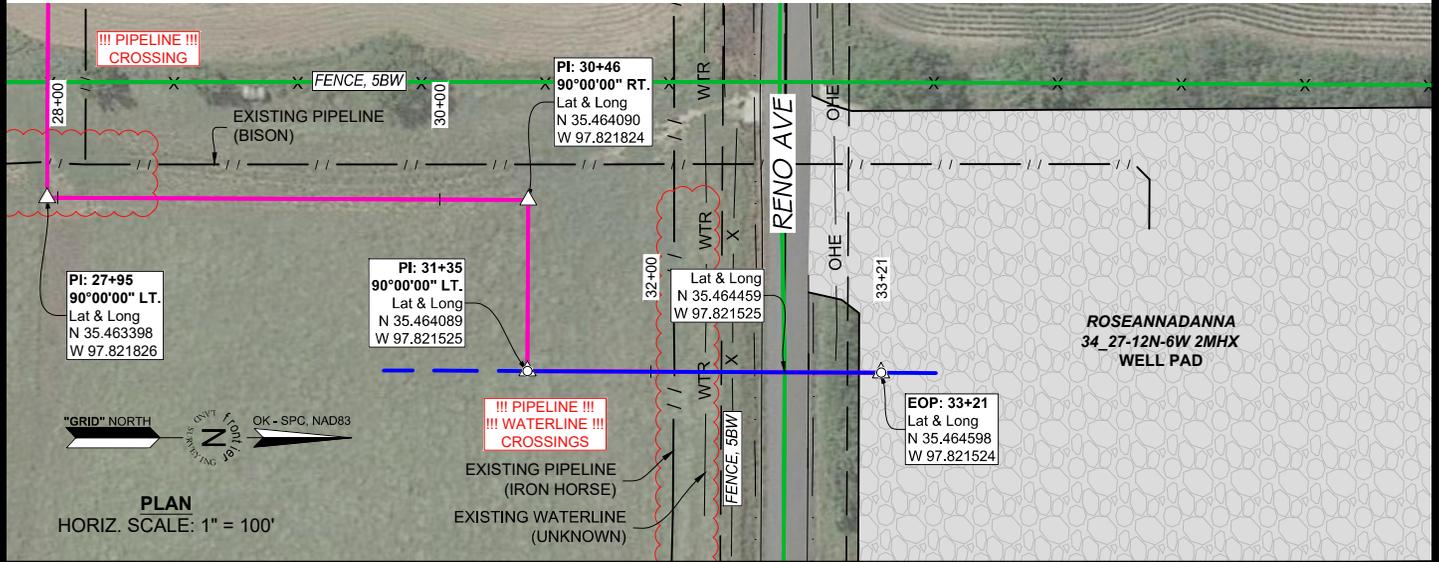
**LEGEND**

**CROSSING LOCATION**

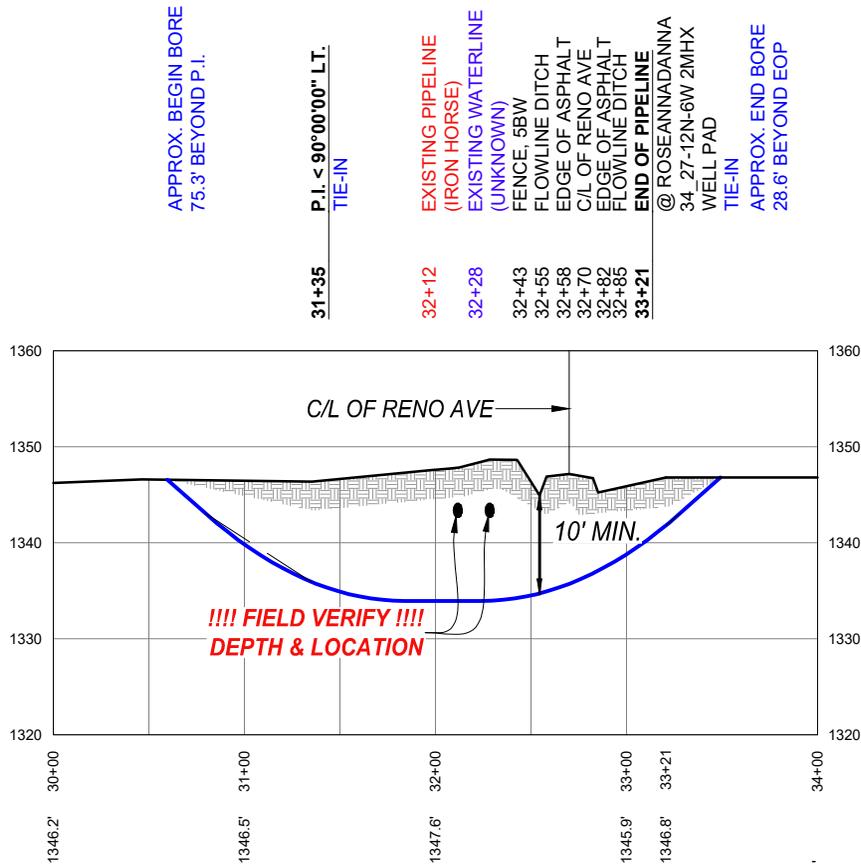
PROPOSED PIPELINE CROSSING RENO AVE APPROX. 2503 FEET WEST OF RENO AVE AND S CIMARRON RD JCT. AND APPROX. 2503 FEET WEST OF THE NE COR. SEC. 3, TWP 11N, RNG 6W, BETWEEN SECTION 3, TWP 11N, RNG 6W, AND SECTION 34, TWP 12N, RNG, 6W, CANADIAN COUNTY, OKLAHOMA

**SPECS**

ROSEANNADANNA 2MHX  
6.625" O.D. 0.0280 W.T., X-52  
ENTRY TO EXIT = 290'  
TIE-IN TO TIE-IN = 186'



**PROFILE**  
HORIZ. SCALE: 1" = 100'  
VERT. SCALE: 1" = 20'



**NOTE:**

- THIS EXHIBIT REPRESENTS A PROPOSED PIPELINE CROSSING. THE FOOTAGES AND TIES SHOWN HEREON ARE FROM LINES OF OCCUPATION AND DO NOT REFLECT ACTUAL PROPERTY LINES. THIS EXHIBIT DOES NOT COMPLY WITH THE O.B.P.E.L.S. MINIMUM STANDARDS FOR LAND BOUNDARY SURVEYS. ANY MONUMENTATION SHOWN HEREON HAS NOT BEEN VERIFIED AS BEING ACTUAL SECTION, QUARTER SECTION OR PROPERTY CORNERS.
- THE LOCATION OF PIPELINE FACILITIES AS SHOWN HEREON MUST BE CONSIDERED AS APPROXIMATE ONLY. BEFORE DIGGING OR FOR AN EXACT LOCATION, PLEASE CONTACT YOUR STATE'S UNDERGROUND UTILITY LOCATION SERVICE.
- SURVEY IS "GRID", BASED UPON OKLAHOMA S.P.C. SYSTEM, NAD 1983



**EXHIBIT "A" PRELIMINARY**  
~ ROSEANNADANNA 2MHX ~

SEC. 3 - T11N - R6W AND  
SEC. 34 - T12N - R6W  
CANADIAN COUNTY, OKLAHOMA  
**RENO AVE  
(STA. 32+70)**



1722 ROUTH ST.  
SUITE 1300  
DALLAS, TX 75201

CA #7232 EXP: 6/30/24  
Info@FLS-Survey.com  
FLS-Survey.com

P.O. BOX 7197  
EDMOND, OK 73083  
405.285.0433

DRAWN BY:	JMB	DATE:	06/23/22	CHK'D:	JWB
FLS #:	22-0070-P03	SCALE:	AS NOTED		
LINE #:	CH-1730	AFE:	30013472		
REV.	DWN.	DESCRIPTION		DATE	

PO Box 321  
Oklahoma City, OK 73101-0321 MC: WN-51  
405-553-5855

www.oge.com



**OG&E Electric Services**  
An OGE Energy Corp. Company

Date: 08/01/22



**KENDRA WECKER**  
**Agent**  
[kendra@mdmas.net](mailto:kendra@mdmas.net)  
405.245.2611 cell  
PO Box 5826  
Edmond, OK 73083-5826

DESCRIPTION OF WORK: Request to install natural gas line as shown per attached Job sketches.

LEGALS OF WORK LOCATION: NW/4 Sec 03-11N-6W & SW/4 Sec 34-11N-6W, Canadian County, Oklahoma City, Oklahoma as shown per attached Job sketch

Dear Kendra Wecker

Your request for Letter of No Objection from Oklahoma Gas & Electric Company to allow the installation of natural gas line, in location as shown per attached Job sketch has been reviewed. Our records show OG&E has no facilities in these locations. With this in mind, OG&E does not object to the proposed work, provided the applicant abides by all OSHA, NESC, and otherwise applicable guidelines for this type of work described, and that the applicant does the following:

- 1.) Notify "Call-Okie at (405) 840-5032 at least 48 hours before digging to have all lines marked.
- 2.) If equipment is involved and is as high as the lowest OG&E overhead wire, approximately 18 feet, and it will be operating within 6 feet of our wire, you should call OG&E construction at (405) 553-5143, to have wires covered.
- 3.) Call OG&E construction at (405) 553-5143 two days before drilling and/or trenching closer than **six feet to an OG&E utility pole, or four feet to an OG&E underground line.**
- 4.) OG&E shall not be held responsible for damaging a private line in a (public/platted) easement.
- 5.) OG&E shall be reimbursed for any damage to its facilities.
- 6.) OG&E shall be reimbursed ahead of time for the cost of relocating any facilities.
- 7.) OG&E require you maintain at least eight feet of overhead clearance from its overhead facilities, and five feet clearance of underground facilities.

Should local service be disrupted to any OG&E customer because of work performed during the construction and installation of the above referenced project, MDM Acquisition, Kendra Wecker, and/or any associated contractor(s)/sub-contractor(s) will be responsible for any costs incurred by OG&E to restore service. Obtaining a Revocable Permit for or beginning the above referenced work constitutes acceptance of the terms of this letter. If you have any questions, or if I can provide you with any other information, please contact me at (405) 553-5855.

Sincerely,

*Matt Uhr*

Matt Uhr

**OG&E** Land Management Services-West District



July 25, 2022

MDM Acquisition Services  
PO BOX 5826  
Edmond, OK 73083  
ATT: Kendra Wecker

RE: Proposed Natural Gas Pipeline Right-of-Way Project, PROPOSED PIPELINE CROSSING RENO AVE APPROX. 2503 FEET WEST OF RENO AVE AND S CIMARRON RD JCT. AND APPROX. 2503 FEET WEST OF THE NE COR. SEC. 3, TWP 11N, RNG 6W, BETWEEN SECTION 3, TWP 11N, RNG 6W, AND SECTION 34, TWP 12N, RNG, 6W, CANADIAN COUNTY, OKLAHOMA

AT&T has no objection to the above project.

Prior to beginning any digging/trenching activities, please notify CALL-OKIE, 1-800-522-6543 or 811 to have utilities located. Cost to repair any AT&T facility damaged during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, AT&T is not responsible for any damages to any structures placed on or in the utility easement.

Thank you,

Trina Mefford  
AT&T Engineering



**Oklahoma  
Natural Gas®**

*A Division of ONE Gas*

5848 E 15<sup>th</sup> St

Tulsa, OK 74114

918-831-8371 • oklahomanaturalgas.com

August 1, 2022

Kendra Wecker  
MDM Acquisition Services  
PO Box 5326  
Edmond, OK 73083

RE: Proposed Natural Gas Pipeline

**Letter of No Objection**

Dear Ms. Wecker,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. (“ONG”) has no objection to the City of Oklahoma City granting a revocable permit to MDM Acquisition Services that will encroach the easement at W Reno between S. Gregory and S Cimarron Rd. ONG does not have any underground/aboveground facilities in the area.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Sincerely,

*Marti Hill*

Marti Hill  
Project Designer III



July 26<sup>th</sup>, 2022

MDM Acquisition Services  
PO Box 5826  
Edmond, Ok 73083-5826

Attn: Kendra Wecker

RE: Revocable Permit –Letter of No Objection for the vicinity of 0.5 miles West of N Cimarron Rd on Reno Ave. in Oklahoma City

Cox Communications has no objection to the City of Oklahoma City granting a revocable permit to install proposed natural gas pipeline that will encroach in the right-of-way or public easement for the property located in the vicinity of 0.5 miles West of N Cimarron Rd on Reno Ave. in Oklahoma City.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to email [OKCROW@cox.com](mailto:OKCROW@cox.com).

Sincerely,

*Tara Eppler*

Tara Eppler  
Cox Communications  
Land use Contactor  
[tara.eppler@cox.com](mailto:tara.eppler@cox.com)

## RIGHT OF WAY GRANT

**Grantor(s):** TRIMBLE FARMS, LLC, a Colorado limited liability company  
10343 Federal Blvd., Unit J-428  
Westminster, CO 80260

**Grantee:** TOM-STACK, LLC, a Delaware limited liability company  
1722 Routh Street, Suite #1300  
Dallas, TX 75201

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Grantor (whether one or more) does grant, bargain, sell and convey unto **TOM-STACK, LLC, a Delaware limited liability company**, as Grantee, its successors and assigns, a permanent and exclusive easement and right of way Twenty feet (20') in width (the "Easement") with a Fifty-five foot (55') temporary easement during construction only, for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, looping, substituting, changing, abandoning, altering, converting, relocating within the Easement, and removing pipeline, together with related equipment and facilities, for the gathering and transportation of oil, natural gas, petroleum products, and substances entrained therein across the following described land owned by Grantor in **Canadian County, Oklahoma** ("Grantor Land"), to-wit:

**Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4)  
(also described as the NW/4) of Section Three (3), Township Eleven (11), North,  
Range Six (6) West**

Subject to the terms of this Right of Way Grant and the Exhibit "B," attached hereto and made part of.

- 1. Location.** The location of the Easement on Grantor Land is generally depicted on Exhibit "A," which Grantor approves. Any change in the location of the easement must be approved by Grantor in writing, and Grantor shall not unreasonably withhold its approval of any change reasonably necessary for compliance with applicable laws and governmental regulations or requests or orders of governmental authorities or to avoid major construction issues, wetlands, or threatened or endangered species.
- 2. Additional Workspace/Temporary Construction Easement.** Should the route of any pipeline cross any roads, railroads, creeks or other waterways or other places on Grantor Land requiring extra workspace outside the boundaries of the Easement, Grantee shall have the right of temporary access to such portions of Grantor Land outside the boundaries of the Easement which may be reasonably necessary (a "Temporary Construction Easement") for the uses permitted by this Right of Way Grant.
- 3. Access.** Grantee shall have the right of reasonable ingress and egress to and from the Easement and any Temporary Construction Easement across Grantor Land. Grantee may use any road located now or in the future on Grantor Land and any gates located on such roads for such ingress and egress. Grantee shall repair any damages to such roads and gates caused by Grantee's use.
- 4. Easement Clearing and Maintenance.** Grantee may cut or remove all trees, undergrowth, brush and other obstructions within the Easement and any Temporary Construction Easements that, in Grantee's judgment, may injure, endanger or interfere with the exercise by Grantee of the rights granted herein and Grantee shall not be liable for damages on the Easement or any Temporary Construction Easements by keeping them clear of trees, undergrowth, brush and other obstructions.
- 5. Pipeline Depth.** At the time of construction and installation, all pipelines will be buried at least forty-eight inches (48") below the surface or below any then existing drainage ditches, creeks and roads, as measured from the top of the pipe to the surface of the ground. At locations where rock is encountered, the pipelines may be buried at a lesser depth.
- 6. Consideration.** The consideration paid to Grantor for this Right of Way Grant includes compensation for all injuries and damages of whatever nature and character to Grantor Land by Grantee's exercise of its rights under this Right of Way Grant.
- 7. Restrictions on Grantor's Use of Easement.** Without the prior written consent of Grantee, Grantor shall not construct, or permit to be constructed, any houses, barns, buildings, structures, permanent impoundments of water, or other obstructions of any type within the boundaries of the Easement, and Grantee shall have the right to prevent such construction within the boundaries of the Easement and the right to remove any and all houses, barns, buildings, structures, permanent impoundments of water, and

other natural or man-made obstructions of any type, including trees, brush, roots and other growth, within the boundaries of the Easement. Grantor shall not, and shall not permit any third party to, change the grade of the Easement or remove any cover over any pipeline without the prior written consent of the Grantee.

8. **Reclamation.** Upon termination of this Right of Way Grant, Grantee will promptly remove all debris and waste left by its operations on Grantor Land, refill any pipeline ditches and all excavations made by Grantee, and leave the Easement in as near to original condition as practicable under the circumstances.

9. **Assignment.** Grantee may assign its rights under this Right of Way Grant in whole or in part. If Grantee transfers its interest under this Right of Way Grant in whole or in part, Grantee shall be relieved of all obligations thereafter arising under this Agreement with respect to the transferred interest, and the failure of the transferee to satisfy such obligations shall not affect the rights of Grantee with respect to any interest not so transferred.

10. **Binding Effect.** The terms and conditions of this Right of Way Grant shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns; provided, however, that the holder of rights under this Right of Way Grant shall not have indemnification obligations with respect to the negligence, willful misconduct, or other actions of the holder's predecessors or successor or assigns.

11. **Entire Agreement.** This Right of Way Grant and the receipt of consideration paid by Grantee to Grantor therefore, fully sets forth the terms and conditions mutually agreed to by the parties, supersede all previous agreements, discussions and negotiations, and there are no other oral or written agreements between Grantor and Grantee which modify, alter or amend this Right of Way Grant.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**TO HAVE AND TO HOLD** the Easement unto Grantee, its successors and assigns, forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the Easement unto Grantee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof.

*(Signature page to follow)*

EXECUTED this 11 day of July, 2022.

Grantors:  
TRIMBLE FARMS, LLC, a Colorado limited liability company

By: Philip Gamble

Name: Philip Gamble

Title: Manager

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA )  
COUNTY OF Adams )

This instrument was acknowledged before me on July 11, 2022, by Philip Gamble the Manager of TRIMBLE FARMS, LLC, a Colorado limited liability company.

Amanda S Mauch  
Notary Public

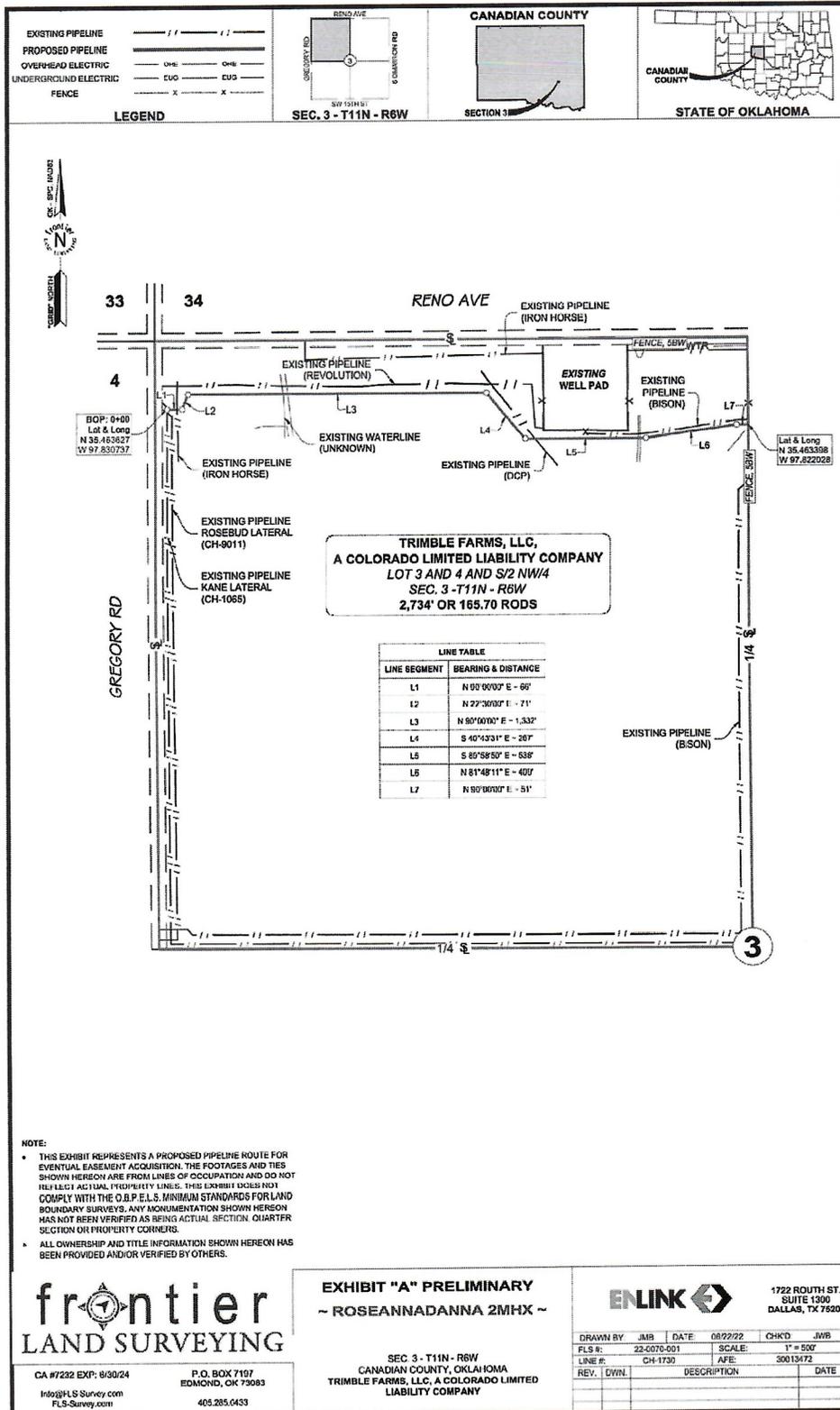
My Commission Expires: 7-11-2024

(SEAL)

My Commission Number: 20004016215

AMANDA S MAUCH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004016215  
MY COMMISSION EXPIRES JULY 11, 2024

# EXHIBIT "A"



**EXHIBIT "B"**  
**ADDENDUM TO PIPELINE RIGHT-OF-WAY GRANT**

This Addendum is made and entered into by and between the undersigned ("Grantor") and **TOM-STACK, LLC, a Delaware limited liability company**, 1722 Routh Street, Suite #1300, Dallas, TX 75201 ("Grantee"), with respect to the Right-of-Way Grant entered into by and between the same parties on the date hereof, said Right-of-Way Grant being applicable to a tract of land described as follows:

**Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4)  
(also described as the NW/4) of Section Three (3), Township Eleven (11), North,  
Range Six (6) West**

For and in consideration of One or More (\$1.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable considerations herein recited and/or exchanged between the parties, IT IS AGREED:

1. Controlling Document: If the terms of this Addendum conflict with the terms of the Right-of-Way Grant to which this Addendum applies, the terms of this Addendum shall control.
2. One Pipeline Only: The right of way granted pursuant to the Right-of-Way Grant and this Addendum is for one pipeline only, same not to exceed six (6) inches in size. No salt water shall be transported in the pipeline.
3. Above Ground Structures and Fences: Unless otherwise required by law, Grantee shall not have the right to erect any above ground structures or appurtenances whatsoever within the right-of-way except pipeline markings, Cathodic Protection test leads placed in fence line(s), and metering equipment on the pad. Any fence(s) cut or otherwise altered by Grantee in connection with its rights under the Right-of-Way Grant shall be repaired with steel H braces set in dry pack Quickrete or equivalent unless otherwise agreed by Grantor and Grantor's agricultural tenant, if any. If temporary above ground water lines or electric lines are necessary during construction the same shall be promptly removed upon completion of construction.
4. Depth of Pipeline: Grantee agrees to install the pipeline so that it has at least 48 inches of soil cover after settling of cover fill. Grantee also agrees to maintain the depth of the pipeline at 48 inches, or greater, below the surface. Further, in the event Grantor has a reasonable belief that the Grantee's pipeline no longer has at least 48 inches of cover as the result of Grantee's activities upon the easement or natural acts of erosion, but not any actions of Grantor, its successors, assigns, lessees, etc., Grantee, upon request from Grantor agrees to determine the depth of the pipeline and discuss the findings with Grantor. If determined that Grantee's pipeline has less than 48 inches of cover being a result of Grantee's activities or natural erosion, and the difference in cover interferes with Grantor's permitted use of the land, Grantee agrees, in its sole discretion, either to (i) lower its pipeline, add topsoil or take such other steps either to provide at least 48 inches of cover over its pipeline, or (ii) work with Grantor to determine some other remedy to address the interference with Grantor's permitted use of the land. Grantor agrees to provide Grantee at no additional cost adequate additional workspace and ingress and egress across the property to allow Grantee to perform the work identified in this paragraph.
5. Location of Right-of-Way: Grantee has furnished Grantor a plat showing the approximate location of the right-of-way. Any significant deviation from the location as shown on the plat must be agreed to by Grantor. After completion of construction of the pipeline, Grantee shall furnish Grantor, in recordable form, a survey showing the exact location of the right-of-way and the pipeline. A copy of the plat showing the approximate location of the right-of-way is attached and marked Exhibit "A". If the location deviates significantly from what is shown on the plat previously furnished and attached hereto then a plat showing the right-of-way location as laid shall be obtained as soon as reasonably after completion of construction, at which time a copy of said plat shall be substituted for Exhibit "A" attached hereto before the Right-of-Way Grant is filed of record.
6. Construction Guidelines:
  - A. Grantee agrees to "double ditch" construction method on excavated areas across crop and pasture lands within the Easement. Topsoil shall be separated from the sub-soil in the excavated area of the Easement during Grantee's construction operations to prevent the mixing of topsoil and sub-soil. Topsoil and sub-soil shall be properly replaced following Grantee's placement of the pipeline.
  - B. Repair and replacement of erosion will be in a manner satisfactory to Grantor. Grantee shall reseed grass areas disturbed by the construction of the pipeline. Re-establishment of cover shall occur as soon as reasonably possible after completion of construction of the pipeline.

- C. Grantee shall during construction and/or when making repairs, keep all trash off of the Easement and temporary construction easement. Such trash on the Easement or temporary construction easement shall be removed daily. Grantor agrees to notify Grantee if trash has not been removed from the Easement or temporary construction easement. Upon notification, Grantee shall have 48 hours to remove any trash from said area. If Grantee fails to remove the trash after the 48 hour period it shall result in Grantee being liable to pay Grantor and/or Grantor's agricultural tenant the sum of \$1,000.00 for each day trash is not so removed.
- D. Grantee shall conduct all construction activity and all other activities on the easement area in a manner which will not damage or interfere with the water ways, drainage systems and terraces. Any damage to the terraces, drainage systems or water ways resulting from Grantee's activity shall be repaired and restored by Grantee, however, if Grantee does not repair and restore the damaged area within a reasonable time (not to exceed thirty (30) days) after being advised of such damage by Grantor, Grantor may elect to retain a contractor of Grantor's choosing to make such repair(s) and shall be reimbursed by Grantee for cost and expenses incurred. Grantee shall not impound water on the premises.
- E. If foam plugs are used for the purpose of preventing erosion on the easement area and same do not adequately prevent erosion, Grantor and Grantee will discuss and use their best efforts for the purpose of preventing erosion. However, in such event Grantee will repair erosion in a reasonable manner agreed to by Grantor.
- F. Grantee shall keep all gates on the premises closed during construction and/or any time Grantee is on the premises for maintenance and repair purposes. Grantee will provide Grantor a key to any lock Grantee places on a gate to the premises. If requested by Grantor or Grantor's agricultural tenant, Grantee will place a cattle guard at each location Grantee installs a gate. In any event, all gates placed on the premises by Grantee shall at all times be closed. If Grantee or Grantee's employees, contractors, subcontractors and/or agents leave any gate open and livestock leaves the premises through the open gate(s), Grantee will pay damages to Grantor and/or agricultural tenant in the minimum amount of \$1,000.00 for each event. Grantee agrees to provide one or more access points across the trench of sufficient width to allow farm equipment and livestock to pass from one side to the other as reasonably practicable.
- G. Grantee shall not conduct any construction operations or other operations upon the easement area at any time during wet conditions that result in other than ordinary damage to the surface.
- H. Grantee's access to the premises shall be restricted to only that that is necessary and reasonable for construction and operation of the pipeline and Grantee shall not have any right to use adjoining lands of Grantor for such access.
- I. During the construction period, Grantee will have one or more Porta Potties on site for use by the construction crew.

7. Abandonment: If Grantee ceases to use or maintain the pipeline for the purpose above stated for any continuous 24-month period, the Right-of-Way Grant shall be deemed abandoned and Grantee at Grantor's request shall execute and record a release of the Right-of-Way Grant. Grantee shall cap the pipeline and either remove the pipeline, restoring the surface to its prior condition, or forfeit the line to Grantor. If Grantee forfeits the line to Grantor, the line shall become the sole and exclusive property of Grantor. Provided, if the line is not removed within six (6) months after its abandonment, it shall be deemed to have been forfeited, in which event Grantee shall cap the pipeline.

8. Damages: Upon execution of the Right-of-Way Grant and this Addendum, Grantee has paid to Grantor damages and other consideration in the amount agreed upon by the parties for the initial installation of the pipeline. In the event Grantor suffers damages in the future as a result of Grantee's operations, including but not limited to replacing, altering, relocating, enlarging or removing the pipeline, Grantor shall be entitled to additional compensation for such damages.

9. Indemnification and Attorney Fees: Grantee will pay for, and indemnify, defend and hold Grantor harmless from any and all losses, costs, damages, claims and attorney fees incurred by Grantor arising directly out of any of Grantee's acts or actions by Grantee, its contractors, employees and agents, including, but not limited to, the operation, maintenance and/or removal of the pipeline; provided, Grantor shall attempt to resolve any minor dispute with Grantee directly before attorney fees can be awarded. If it is necessary for Grantor to institute a legal action with respect to this Right-of-Way Grant, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs. Grantee fully indemnifies Grantor from all losses resulting from any of Grantee's acts or actions on the property, including acts or actions by Grantee's employees, agents and sub-contractors, except to the extent any such loss

occurred as a result of the gross negligence or willful misconduct of Grantor, its employees, agents or sub-contractors.

10. Jurisdiction and Venue. Any action to enforce any provision of the Right-of-Way Grant and Addendum shall be brought in the District Court of Canadian County, Oklahoma, and the parties irrevocably consent to the exclusive jurisdiction of said District Court for any dispute related to or arising therefrom.

11. Title Status: Grantee has checked the records in the office of the County Clerk of Canadian County, Oklahoma, and is relying on such examination for the purpose of acquiring this Right-of-Way Grant. Grantor does not warrant title to the premises.

12. Grantor's Continued Use of Premises: Grantor shall have the right to continue using the easement premises in a manner or for a purpose which does not unreasonably interfere with Grantee's use of the easement premises, including roads or drives installed to cross the easement. However, roads and drives must maintain forty-eight inches (48") of vertical separation from the bottom of pavement to the top of Grantee's pipeline.

13. Construction Time Limits: Construction of the pipeline to be laid pursuant to the provisions of this Right-of-Way Grant shall be commenced within 12 months from the date hereof and shall be completed within three months from entry on the premises, with appropriate extensions for weather delays (too wet).

14. Acceptance of Addendum to Right-of-Way Grant: Grantee's payment of consideration to Grantor and/or Grantor's agricultural tenant shall be deemed Grantee's acceptance of the provisions of this Addendum.

15. Binding Effect: This Addendum and the Right-of-Way to which it is attached shall be binding upon the parties hereto, their heirs, successors, trustees, personal representatives and assigns.

***(Signature page to follow)***

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the 11 day of July, 2022.

**Grantors:**  
**TRIMBLE FARMS, LLC, a Colorado limited liability company**

By: Philip Trimble

Name: Philip Trimble

Title: Manager

Amanda S Mauch

AMANDA S MAUCH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004016215  
MY COMMISSION EXPIRES JULY 11, 2024

## RIGHT OF WAY GRANT

**Grantor(s):** THE BEATRICE A. RUBES FAMILY TRUST  
16913 NW 10<sup>th</sup> St.  
El Reno, OK 730036

**Grantee:** TOM-STACK, LLC, a Delaware limited liability company  
1722 Routh Street, Suite #1300  
Dallas, TX 75201

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Grantor (whether one or more) does grant, bargain, sell and convey unto **TOM-STACK, LLC, a Delaware limited liability company**, as Grantee, its successors and assigns, a permanent and exclusive easement and right of way Twenty feet (20') in width (the "Easement") with a Fifty-five foot (55') temporary easement during construction only, for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, looping, substituting, changing, abandoning, altering, converting, relocating within the Easement, and removing pipeline, together with related equipment and facilities, for the gathering and transportation of oil, natural gas, petroleum products, and substances entrained therein across the following described land owned by Grantor in **Canadian County**, Oklahoma ("Grantor Land"), to-wit:

**Lot Two (2) and the West One-Fourth (W ¼) of Lot One (1), both within the Northeast Quarter (NE/4) of Section Three (3), Township 11 North, Range Six (6) West, LESS AND EXCEPT the following tract of property, to-wit: A tract of land lying in and being a part of Lots One (1) and Two (2) in Section Three (3), Township Eleven (11) North, Range Six (6) West of the Indian Base and Meridian, being more particularly described as follows: Commencing at the Northeast Corner of said Lot One (1), thence North 89°57'17" West along the North line of said Lot 1 a distance of 995.77 feet to the point of beginning; thence South 00°05'02" East a distance of 330 feet; thence North 89°57'17" West parallel to said North line a distance of 673.20 feet; thence North 00°05'02" West a distance of 330 feet to the North line of said Lot 2; thence South 89°57'17" East along said North line a distance of 673.20 feet to the point of beginning; containing 5.10 acres, more or less.**

Subject to the terms of this Right of Way Grant and the Exhibit "B," attached hereto and made part of.

- 1. Location.** The location of the Easement on Grantor Land is generally depicted on Exhibit "A," which Grantor approves. Any change in the location of the easement must be approved by Grantor in writing, and Grantor shall not unreasonably withhold its approval of any change reasonably necessary for compliance with applicable laws and governmental regulations or requests or orders of governmental authorities or to avoid major construction issues, wetlands, or threatened or endangered species.
- 2. Additional Workspace/Temporary Construction Easement.** Should the route of any pipeline cross any roads, railroads, creeks or other waterways or other places on Grantor Land requiring extra workspace outside the boundaries of the Easement, Grantee shall have the right of temporary access to such portions of Grantor Land outside the boundaries of the Easement which may be reasonably necessary (a "Temporary Construction Easement") for the uses permitted by this Right of Way Grant.
- 3. Access.** Grantee shall have the right of reasonable ingress and egress to and from the Easement and any Temporary Construction Easement across Grantor Land. Grantee may use any road located now or in the future on Grantor Land and any gates located on such roads for such ingress and egress. Grantee shall repair any damages to such roads and gates caused by Grantee's use.
- 4. Easement Clearing and Maintenance.** Grantee may cut or remove all trees, undergrowth, brush and other obstructions within the Easement and any Temporary Construction Easements that, in Grantee's judgment, may injure, endanger or interfere with the exercise by Grantee of the rights granted herein and Grantee shall not be liable for damages on the Easement or any Temporary Construction Easements by keeping them clear of trees, undergrowth, brush and other obstructions.
- 5. Pipeline Depth.** At the time of construction and installation, all pipelines will be buried at least forty-eight inches (48") below the surface or below any then existing drainage ditches, creeks and roads, as measured from the top of the pipe to the surface of the ground. At locations where rock is encountered, the pipelines may be buried at a lesser depth.

6. **Consideration.** The consideration paid to Grantor for this Right of Way Grant includes compensation for all injuries and damages of whatever nature and character to Grantor Land by Grantee's exercise of its rights under this Right of Way Grant.
7. **Restrictions on Grantor's Use of Easement.** Without the prior written consent of Grantee, Grantor shall not construct, or permit to be constructed, any houses, barns, buildings, structures, permanent impoundments of water, or other obstructions of any type within the boundaries of the Easement, and Grantee shall have the right to prevent such construction within the boundaries of the Easement and the right to remove any and all houses, barns, buildings, structures, permanent impoundments of water, and other natural or man-made obstructions of any type, including trees, brush, roots and other growth, within the boundaries of the Easement. Grantor shall not, and shall not permit any third party to, change the grade of the Easement or remove any cover over any pipeline without the prior written consent of the Grantee.
8. **Reclamation.** Upon termination of this Right of Way Grant, Grantee will promptly remove all debris and waste left by its operations on Grantor Land, refill any pipeline ditches and all excavations made by Grantee, and leave the Easement in as near to original condition as practicable under the circumstances.
9. **Assignment.** Grantee may assign its rights under this Right of Way Grant in whole or in part. If Grantee transfers its interest under this Right of Way Grant in whole or in part, Grantee shall be relieved of all obligations thereafter arising under this Agreement with respect to the transferred interest, and the failure of the transferee to satisfy such obligations shall not affect the rights of Grantee with respect to any interest not so transferred.
10. **Binding Effect.** The terms and conditions of this Right of Way Grant shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns; provided, however, that the holder of rights under this Right of Way Grant shall not have indemnification obligations with respect to the negligence, willful misconduct, or other actions of the holder's predecessors or successor or assigns.
11. **Entire Agreement.** This Right of Way Grant and the receipt of consideration paid by Grantee to Grantor therefore, fully sets forth the terms and conditions mutually agreed to by the parties, supersede all previous agreements, discussions and negotiations, and there are no other oral or written agreements between Grantor and Grantee which modify, alter or amend this Right of Way Grant.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**TO HAVE AND TO HOLD** the Easement unto Grantee, its successors and assigns, forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the Easement unto Grantee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof.

*(Signature page to follow)*

EXECUTED this 13 day of July, 2022.

Grantors:  
THE BEATRICE A. RUBES FAMILY TRUST

By: Beatrice A. Rubes

Name: Beatrice A. Rubes

Title: Trustee

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA )  
COUNTY OF Canadian )

This instrument was acknowledged before me on July 13, 2022, by Beatrice A. Rubes, Trustee of THE BEATRICE A. RUBES FAMILY TRUST.

Katie Reed  
Notary Public

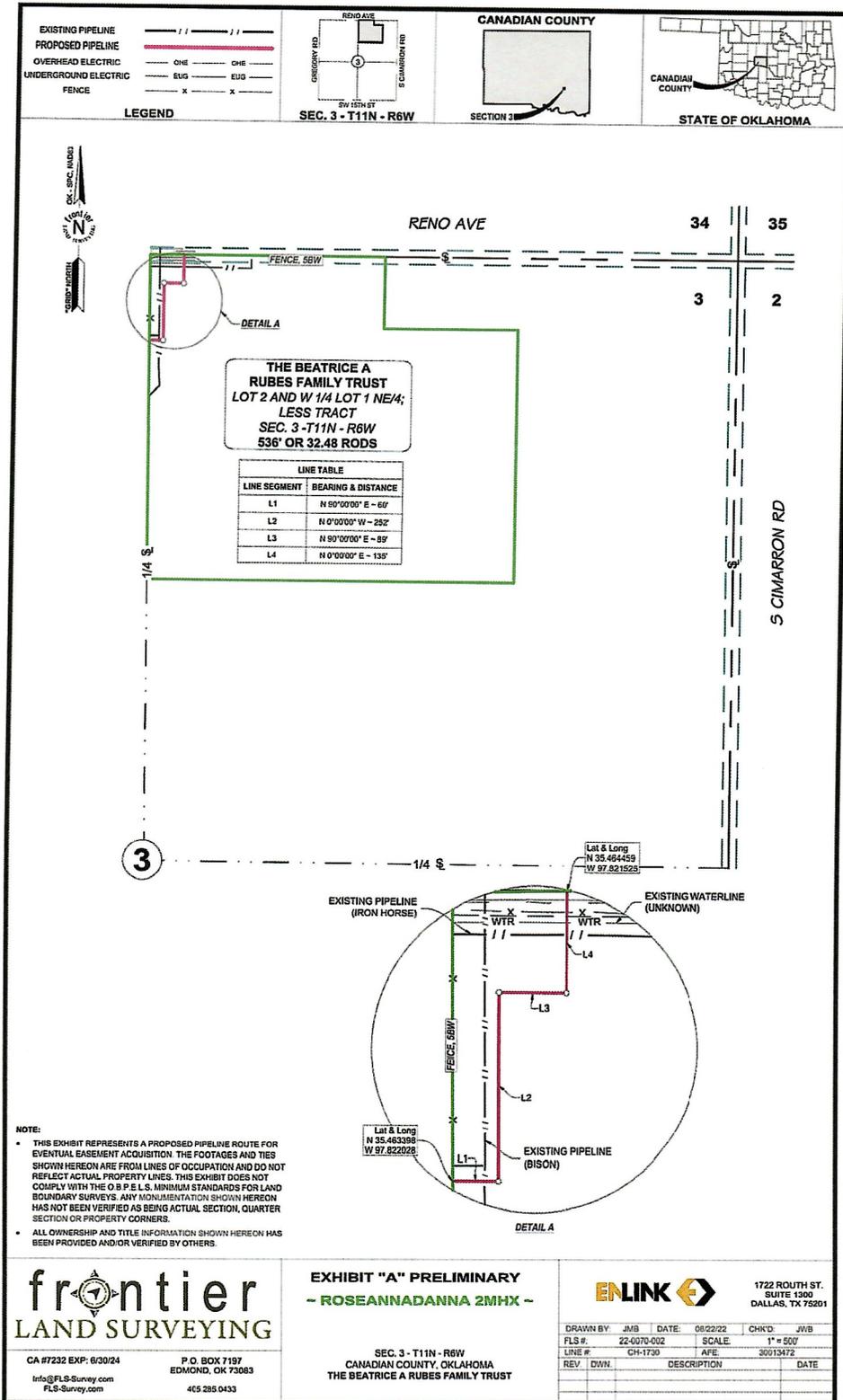
My Commission Expires: 4-6-24

(SEAL)

My Commission Number: 18003569



# EXHIBIT "A"



**EXHIBIT "B"**  
**ADDENDUM TO PIPELINE RIGHT-OF-WAY GRANT**

This Addendum is made and entered into by and between the undersigned ("Grantor") and **TOM-STACK, LLC, a Delaware limited liability company**, 1722 Routh Street, Suite #1300, Dallas, TX 75201 ("Grantee"), with respect to the Right-of-Way Grant entered into by and between the same parties on the date hereof, said Right-of-Way Grant being applicable to a tract of land described as follows:

**Lot Two (2) and the West One-Fourth (W ¼) of Lot One (1), both within the Northeast Quarter (NE/4) of Section Three (3), Township 11 North, Range Six (6) West, LESS AND EXCEPT the following tract of property, to-wit: A tract of land lying in and being a part of Lots One (1) and Two (2) in Section Three (3), Township Eleven (11) North, Range Six (6) West of the Indian Base and Meridian, being more particularly described as follows: Commencing at the Northeast Corner of said Lot One (1), thence North 89°57'17" West along the North line of said Lot 1 a distance of 995.77 feet to the point of beginning; thence South 00°05'02" East a distance of 330 feet; thence North 89°57'17" West parallel to said North line a distance of 673.20 feet; thence North 00°05'02" West a distance of 330 feet to the North line of said Lot 2; thence South 89°57'17" East along said North line a distance of 673.20 feet to the point of beginning; containing 5.10 acres, more or less.**

For and in consideration of One or More (\$1.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable considerations herein recited and/or exchanged between the parties, IT IS AGREED:

1. Controlling Document: If the terms of this Addendum conflict with the terms of the Right-of-Way Grant to which this Addendum applies, the terms of this Addendum shall control.
2. One Pipeline Only: The right of way granted pursuant to the Right-of-Way Grant and this Addendum is for one pipeline only, same not to exceed six (6) inches in size. No salt water shall be transported in the pipeline.
3. Above Ground Structures and Fences: Unless otherwise required by law, Grantee shall not have the right to erect any above ground structures or appurtenances whatsoever within the right-of-way except pipeline markings, Cathodic Protection test leads placed in fence line(s), and metering equipment on the pad. Any fence(s) cut or otherwise altered by Grantee in connection with its rights under the Right-of-Way Grant shall be repaired with steel H braces set in dry pack Quikrete or equivalent unless otherwise agreed by Grantor and Grantor's agricultural tenant, if any. If temporary above ground water lines or electric lines are necessary during construction the same shall be promptly removed upon completion of construction.
4. Depth of Pipeline: Grantee agrees to install the pipeline so that it has at least 48 inches of soil cover after settling of cover fill. Grantee also agrees to maintain the depth of the pipeline at 48 inches, or greater, below the surface. Further, in the event Grantor has a reasonable belief that the Grantee's pipeline no longer has at least 48 inches of cover as the result of Grantee's activities upon the easement or natural acts of erosion, but not any actions of Grantor, its successors, assigns, lessees, etc., Grantee, upon request from Grantor agrees to determine the depth of the pipeline and discuss the findings with Grantor. If determined that Grantee's pipeline has less than 48 inches of cover being a result of Grantee's activities or natural erosion, and the difference in cover interferes with Grantor's permitted use of the land, Grantee agrees, in its sole discretion, either to (i) lower its pipeline, add topsoil or take such other steps either to provide at least 48 inches of cover over its pipeline, or (ii) work with Grantor to determine some other remedy to address the interference with Grantor's permitted use of the land. Grantor agrees to provide Grantee at no additional cost adequate additional workspace and ingress and egress across the property to allow Grantee to perform the work identified in this paragraph.
5. Location of Right-of-Way: Grantee has furnished Grantor a plat showing the approximate location of the right-of-way. Any significant deviation from the location as shown on the plat must be agreed to by Grantor. After completion of construction of the pipeline, Grantee shall furnish Grantor, in recordable form, a survey showing the exact location of the right-of-way and the pipeline. A copy of the plat showing the approximate location of the right-of-way is attached and marked Exhibit "A". If the location deviates significantly from what is shown on the plat previously furnished and attached hereto then a plat showing the right-of-way location as laid shall be obtained as soon as reasonably after completion of construction, at which time a copy of said plat shall be substituted for Exhibit "A" attached hereto before the Right-of-Way Grant is filed of record.
6. Construction Guidelines:
  - A. Grantee agrees to "double ditch" construction method on excavated areas across crop and pasture lands within the Easement. Topsoil shall be separated from the sub-soil in the

excavated area of the Easement during Grantee's construction operations to prevent the mixing of topsoil and sub-soil. Topsoil and sub-soil shall be properly replaced following Grantee's placement of the pipeline.

- B. Repair and replacement of erosion will be in a manner satisfactory to Grantor. Grantee shall reseed grass areas disturbed by the construction of the pipeline. Re-establishment of cover shall occur as soon as reasonably possible after completion of construction of the pipeline.
- C. Grantee shall during construction and/or when making repairs, keep all trash off of the Easement and temporary construction easement. Such trash on the Easement or temporary construction easement shall be removed daily. Grantor agrees to notify Grantee if trash has not been removed from the Easement or temporary construction easement. Upon notification, Grantee shall have 48 hours to remove any trash from said area. If Grantee fails to remove the trash after the 48 hour period it shall result in Grantee being liable to pay Grantor and/or Grantor's agricultural tenant the sum of \$1,000.00 for each day trash is not so removed.
- D. Grantee shall conduct all construction activity and all other activities on the easement area in a manner which will not damage or interfere with the water ways, drainage systems and terraces. Any damage to the terraces, drainage systems or water ways resulting from Grantee's activity shall be repaired and restored by Grantee, however, if Grantee does not repair and restore the damaged area within a reasonable time (not to exceed thirty (30) days) after being advised of such damage by Grantor, Grantor may elect to retain a contractor of Grantor's choosing to make such repair(s) and shall be reimbursed by Grantee for cost and expenses incurred. Grantee shall not impound water on the premises.
- E. If foam plugs are used for the purpose of preventing erosion on the easement area and same do not adequately prevent erosion, Grantor and Grantee will discuss and use their best efforts for the purpose of preventing erosion. However, in such event Grantee will repair erosion in a reasonable manner agreed to by Grantor.
- F. Grantee shall keep all gates on the premises closed during construction and/or any time Grantee is on the premises for maintenance and repair purposes. Grantee will provide Grantor a key to any lock Grantee places on a gate to the premises. If requested by Grantor or Grantor's agricultural tenant, Grantee will place a cattle guard at each location Grantee installs a gate. In any event, all gates placed on the premises by Grantee shall at all times be closed. If Grantee or Grantee's employees, contractors, subcontractors and/or agents leave any gate open and livestock leaves the premises through the open gate(s), Grantee will pay damages to Grantor and/or agricultural tenant in the minimum amount of \$1,000.00 for each event. Grantee agrees to provide one or more access points across the trench of sufficient width to allow farm equipment and livestock to pass from one side to the other as reasonably practicable.
- G. Grantee shall not conduct any construction operations or other operations upon the easement area at any time during wet conditions that result in other than ordinary damage to the surface.
- H. Grantee's access to the premises shall be restricted to only that that is necessary and reasonable for construction and operation of the pipeline and Grantee shall not have any right to use adjoining lands of Grantor for such access.
- I. During the construction period, Grantee will have one or more Porta Potties on site for use by the construction crew.

7. Abandonment: If Grantee ceases to use or maintain the pipeline for the purpose above stated for any continuous 24-month period, the Right-of-Way Grant shall be deemed abandoned and Grantee at Grantor's request shall execute and record a release of the Right-of-Way Grant. Grantee shall cap the pipeline and either remove the pipeline, restoring the surface to its prior condition, or forfeit the line to Grantor. If Grantee forfeits the line to Grantor, the line shall become the sole and exclusive property of Grantor. Provided, if the line is not removed within six (6) months after its abandonment, it shall be deemed to have been forfeited, in which event Grantee shall cap the pipeline.

8. Damages: Upon execution of the Right-of-Way Grant and this Addendum, Grantee has paid to Grantor damages and other consideration in the amount agreed upon by the parties for the initial installation of the pipeline. In the event Grantor suffers damages in the future as a result of Grantee's operations, including but not limited to replacing, altering, relocating, enlarging or removing the pipeline, Grantor shall be entitled to additional compensation for such damages.

9. Indemnification and Attorney Fees: Grantee will pay for, and indemnify, defend and hold Grantor harmless from any and all losses, costs, damages, claims and attorney fees incurred by Grantor arising directly out of any of Grantee's acts or actions by Grantee, its contractors, employees and agents, including, but not limited to, the operation, maintenance and/or removal of the pipeline; provided, Grantor shall attempt to resolve any minor dispute with Grantee directly before attorney fees can be awarded. If it is necessary for Grantor to institute a legal action with respect to this Right-of-Way Grant, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs. Grantee fully indemnifies Grantor from all losses resulting from any of Grantee's acts or actions on the property, including acts or actions by Grantee's employees, agents and sub-contractors, except to the extent any such loss occurred as a result of the gross negligence or willful misconduct of Grantor, its employees, agents or sub-contractors.

10. Jurisdiction and Venue. Any action to enforce any provision of the Right-of-Way Grant and Addendum shall be brought in the District Court of Canadian County, Oklahoma, and the parties irrevocably consent to the exclusive jurisdiction of said District Court for any dispute related to or arising therefrom.

11. Title Status: Grantee has checked the records in the office of the County Clerk of Canadian County, Oklahoma, and is relying on such examination for the purpose of acquiring this Right-of-Way Grant. Grantor does not warrant title to the premises.

12. Grantor's Continued Use of Premises: Grantor shall have the right to continue using the easement premises in a manner or for a purpose which does not unreasonably interfere with Grantee's use of the easement premises, including roads or drives installed to cross the easement. However, roads and drives must maintain forty-eight inches (48") of vertical separation from the bottom of pavement to the top of Grantee's pipeline.

13. Construction Time Limits: Construction of the pipeline to be laid pursuant to the provisions of this Right-of-Way Grant shall be commenced within 12 months from the date hereof and shall be completed within three months from entry on the premises, with appropriate extensions for weather delays (too wet).

14. Acceptance of Addendum to Right-of-Way Grant: Grantee's payment of consideration to Grantor and/or Grantor's agricultural tenant shall be deemed Grantee's acceptance of the provisions of this Addendum.

15. Binding Effect: This Addendum and the Right-of-Way to which it is attached shall be binding upon the parties hereto, their heirs, successors, trustees, personal representatives and assigns.

*(Signature page to follow)*

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the 13 day of July, 2022.

**Grantors:**  
**THE BEATRICE A. RUBES FAMILY TRUST**

By: Beatrice A. Rubes

Name: Beatrice A. Rubes

Title: Trustee

## RIGHT OF WAY GRANT

**Grantor(s):** CHARLES E. PIVNISKA JR., a/k/a CHUCK PIVNISKA and TERESSA GAIL PIVNISKA, husband and wife, an undivided 1/2 interest  
600 S. Cimarron Rd.  
Yukon, OK 73099

CHARLES E. PIVNISKA III, a/k/a CHET PIVNISKA and AMBER DAWN PIVNISKA, husband and wife, an undivided 1/6 interest  
800 S. Cimarron Rd.  
Yukon, OK 73099

CORY PIVNISKA, a/k/a CORY JOSEPH PIVNISKA and AMANDA MARIE PIVNISKA, husband and wife, an undivided 1/6 interest  
15124 W. Reno  
Yukon, OK 73099

SHAY PIVNISKA, a/k/a SHAY BERNADETTE PIVNISKA, a single person, an undivided 1/2 interest  
600 S. Cimarron Rd.  
Yukon, OK 73099

**Grantee:** TOM-STACK, LLC, a Delaware limited liability company  
1722 Routh Street, Suite #1300  
Dallas, TX 75201

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Grantor (whether one or more) does grant, bargain, sell and convey unto **TOM-STACK, LLC, a Delaware limited liability company**, as Grantee, its successors and assigns, a permanent and exclusive easement and right of way Thirty feet (30') in width (the "Easement") for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, looping, substituting, changing, abandoning, altering, converting, relocating within the Easement, changing the size of, and removing pipelines, together with related equipment and facilities, including temporary surface water lines for drilling, completion testing and production operations of oil and gas wells when necessary, valves, fittings, measurement equipment, corrosion control devices, wires, cables, electronic telemetry equipment, communications equipment, and pipeline operating control devices, as from time to time deemed necessary or desirable for Grantee's use and operation of the pipelines, for the gathering and transportation of oil, natural gas, petroleum products, and substances entrained therein, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances that can be transported through pipelines on, in, over, under, through and across the following described land owned by Grantor in **Canadian County**, Oklahoma ("Grantor Land"), to-wit:

**A tract of land lying in and being a part of the SE/4 of Section 34, Township 12 North, Range 6 West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said SE/4; Thence North 89°58'58" West, along the South line of said SE/4, a distance of 1526.77 feet to the point of beginning; Thence continuing North 89°58'58" West, along said South line, a distance of 1129.37 feet to the Southwest corner of said SE/4; Thence North 00°01'37" West, along the West line of said SE/4, a distance of 2634.79 feet to the Northwest corner of said SE/4; Thence South 89°58'03" East, along the North line of said SE/4, a distance of 1129.99 feet; Thence South 00°00'49" East a distance of 2634.49 feet to the point of beginning. Containing 68.34 acres, more or less.**

1. **Location.** The location of the Easement on Grantor Land is generally depicted on Exhibit "A," which Grantor approves. Any change in the location of the easement must be approved by Grantor in writing, and Grantor shall not unreasonably withhold its approval of any change reasonably necessary for compliance with applicable laws and governmental regulations or requests or orders of governmental authorities or to avoid major construction issues, wetlands, or threatened or endangered species.

2. **Additional Workspace/Temporary Construction Easement.** Should the route of any pipeline cross any roads, railroads, creeks or other waterways or other places on Grantor Land requiring extra workspace outside the boundaries of the Easement, Grantee shall have the right of temporary access to

such portions of Grantor Land outside the boundaries of the Easement which may be reasonably necessary (a "Temporary Construction Easement") for the uses permitted by this Right of Way Grant.

3. **Access.** Grantee shall have the right of ingress and egress to and from the Easement and any Temporary Construction Easement across Grantor Land. Grantee may use any road located now or in the future on Grantor Land and any gates located on such roads for such ingress and egress. Grantee shall repair any damages to such roads and gates caused by Grantee's use.

4. **Easement Clearing and Maintenance.** Grantee may cut or remove all trees, undergrowth, brush and other obstructions within the Easement and any Temporary Construction Easements that, in Grantee's judgment, may injure, endanger or interfere with the exercise by Grantee of the rights granted herein and Grantee shall not be liable for damages on the Easement or any Temporary Construction Easements by keeping them clear of trees, undergrowth, brush and other obstructions.

5. **Pipeline Depth.** At the time of construction and installation, all pipelines will be buried at least forty-eight inches (48") below the surface or below any then existing drainage ditches, creeks and roads, as measured from the top of the pipe to the surface of the ground. At locations where rock is encountered, the pipelines may be buried at a lesser depth.

6. **Consideration.** The consideration paid to Grantor for this Right of Way Grant includes compensation for all injuries and damages of whatever nature and character to Grantor Land by Grantee's exercise of its rights under this Right of Way Grant.

7. **Restrictions on Grantor's Use of Easement.** Without the prior written consent of Grantee, Grantor shall not construct, or permit to be constructed, any houses, barns, buildings, structures, permanent impoundments of water, or other obstructions of any type within the boundaries of the Easement, and Grantee shall have the right to prevent such construction within the boundaries of the Easement and the right to remove any and all houses, barns, buildings, structures, permanent impoundments of water, and other natural or man-made obstructions of any type, including trees, brush, roots and other growth, within the boundaries of the Easement. Grantor shall not, and shall not permit any third party to, change the grade of the Easement or remove any cover over any pipeline without the prior written consent of the Grantee.

8. **Reclamation.** Upon termination of this Right of Way Grant, Grantee will promptly remove all debris and waste left by its operations on Grantor Land, refill any pipeline ditches and all excavations made by Grantee, and leave the Easement in as near to original condition as practicable under the circumstances.

9. **Assignment.** Grantee may assign its rights under this Right of Way Grant in whole or in part. If Grantee transfers its interest under this Right of Way Grant in whole or in part, Grantee shall be relieved of all obligations thereafter arising under this Agreement with respect to the transferred interest, and the failure of the transferee to satisfy such obligations shall not affect the rights of Grantee with respect to any interest not so transferred.

10. **Binding Effect.** The terms and conditions of this Right of Way Grant shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns; provided, however, that the holder of rights under this Right of Way Grant shall not have indemnification obligations with respect to the negligence, willful misconduct, or other actions of the holder's predecessors or successor or assigns.

11. **Entire Agreement.** This Right of Way Grant and the receipt of consideration paid by Grantee to Grantor fully sets forth the terms and conditions mutually agreed to by the parties, supersede all previous agreements, discussions and negotiations, and there are no other oral or written agreements between Grantor and Grantee which modify, alter or amend this Right of Way Grant.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**TO HAVE AND TO HOLD** the Easement unto Grantee, its successors and assigns, forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the Easement unto Grantee, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof.

*(Signature page to follow)*

EXECUTED this 26<sup>th</sup> day of July, 2022.

Grantors:

Charles E. Pivniska Jr.  
CHARLES E. PIVNISKA JR., a/k/a CHUCK PIVNISKA

Teresa Gail Pivniska  
TERESSA GAIL PIVNISKA

Charles E. Pivniska III  
CHARLES E. PIVNISKA III, a/k/a CHET PIVNISKA

Amber Dawn Pivniska  
AMBER DAWN PIVNISKA

Cory Joseph Pivniska  
CORY PIVNISKA, a/k/a CORY JOSEPH PIVNISKA

Amanda Marie Pivniska  
AMANDA MARIE PIVNISKA

Shay Pivniska  
SHAY PIVNISKA, a/k/a SHAY BERNADETTE PIVNISKA

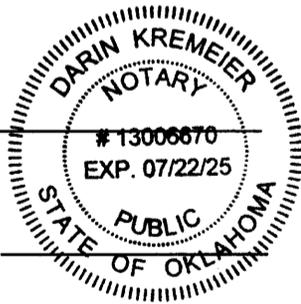
ACKNOWLEDGEMENTS

STATE OF OKLAHOMA )  
COUNTY OF Canadian )

This instrument was acknowledged before me on July 26<sup>th</sup>, 2022, by CHARLES E. PIVNISKA JR., a/k/a CHUCK PIVNISKA and TERESSA GAIL PIVNISKA, husband and wife.

Darin Kremer  
Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL)



My Commission Number: \_\_\_\_\_

STATE OF OKLAHOMA )  
COUNTY OF Canadian )

This instrument was acknowledged before me on July 26<sup>th</sup>, 2022, by CHARLES E. PIVNISKA III, a/k/a CHET PIVNISKA and AMBER DAWN PIVNISKA, husband and wife.

Darin Kremer  
Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL)



My Commission Number: \_\_\_\_\_

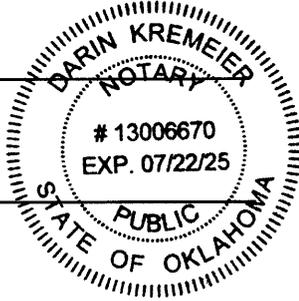
STATE OF OKLAHOMA )  
COUNTY OF Canadian )

This instrument was acknowledged before me on July 26<sup>th</sup>, 2022, by CORY PIVNISKA, a/k/a CORY JOSEPH PIVNISKA and AMANDA MARIE PIVNISKA, husband and wife,

  
\_\_\_\_\_  
Notary Public

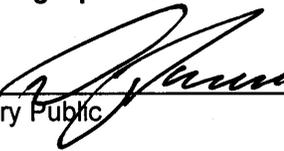
My Commission Expires: \_\_\_\_\_  
(SEAL)

My Commission Number: \_\_\_\_\_



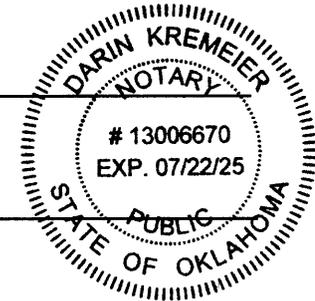
STATE OF OKLAHOMA )  
COUNTY OF Canadian )

This instrument was acknowledged before me on July 26<sup>th</sup>, 2022, by SHAY PIVNISKA, a/k/a SHAY BERNADETTE PIVNISKA, a single person.

  
\_\_\_\_\_  
Notary Public

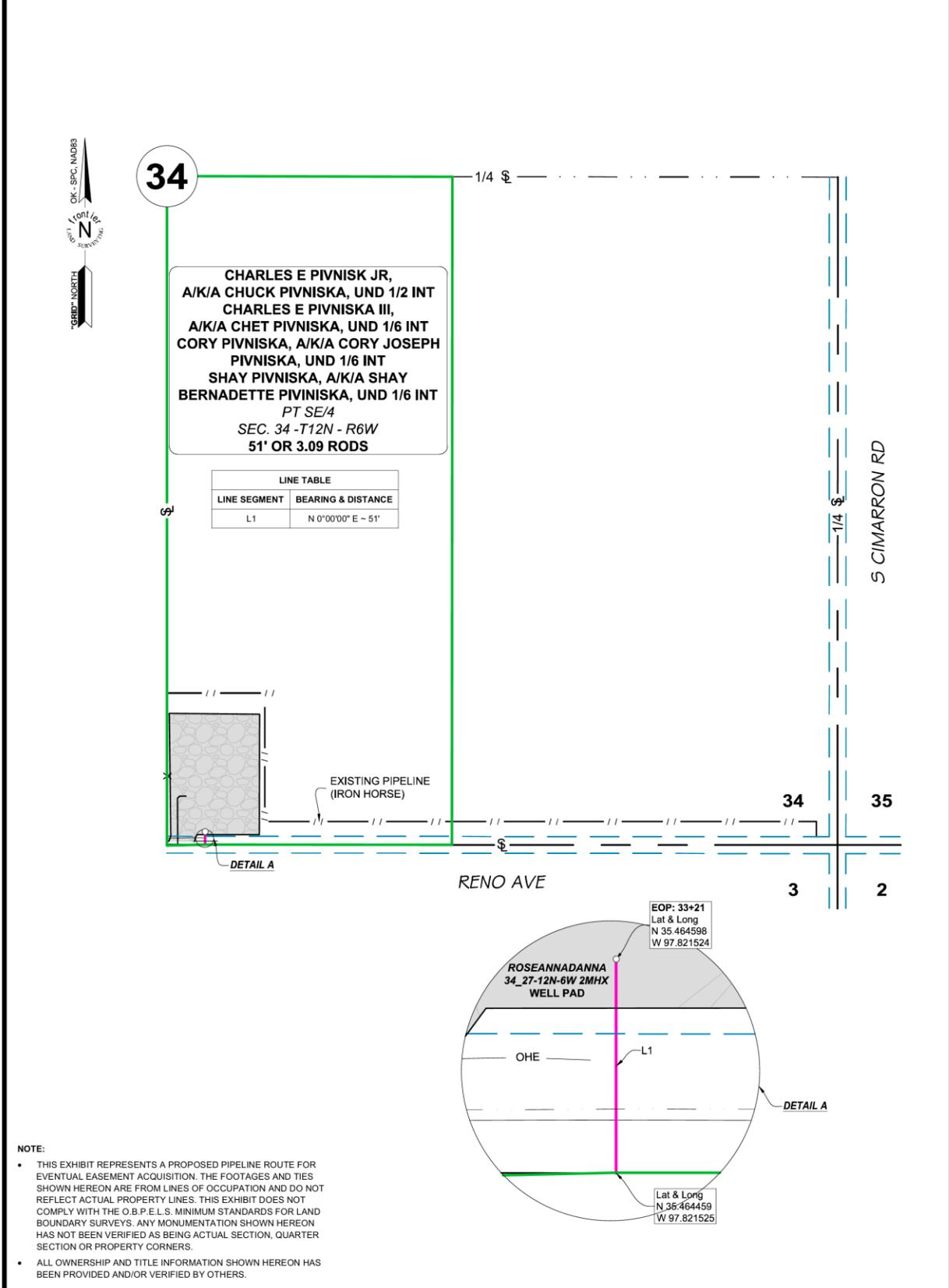
My Commission Expires: \_\_\_\_\_  
(SEAL)

My Commission Number: \_\_\_\_\_



# EXHIBIT "A"

<p>EXISTING PIPELINE PROPOSED PIPELINE OVERHEAD ELECTRIC UNDERGROUND ELECTRIC FENCE</p>	<p><b>LEGEND</b></p>	<p>SEC. 34 - T12N - R6W</p>	<p>CANADIAN COUNTY</p> <p>SECTION 34</p>	<p>STATE OF OKLAHOMA</p>
---	----------------------	-----------------------------	--	--------------------------



**NOTE:**

- THIS EXHIBIT REPRESENTS A PROPOSED PIPELINE ROUTE FOR EVENTUAL EASEMENT ACQUISITION. THE FOOTAGES AND TIES SHOWN HEREON ARE FROM LINES OF OCCUPATION AND DO NOT REFLECT ACTUAL PROPERTY LINES. THIS EXHIBIT DOES NOT COMPLY WITH THE O.B.P.E.L.S. MINIMUM STANDARDS FOR LAND BOUNDARY SURVEYS. ANY MONUMENTATION SHOWN HEREON HAS NOT BEEN VERIFIED AS BEING ACTUAL SECTION, QUARTER SECTION OR PROPERTY CORNERS.
- ALL OWNERSHIP AND TITLE INFORMATION SHOWN HEREON HAS BEEN PROVIDED AND/OR VERIFIED BY OTHERS.

<p>CA #7232 EXP: 6/30/24 Info@FLS-Survey.com FLS-Survey.com</p>	<p><b>EXHIBIT "A" PRELIMINARY</b> ~ ROSEANNADANNA 2MHX ~ SEC. 34 - T12N - R6W CANADIAN COUNTY, OKLAHOMA</p> <p>CHARLES E PIVNISKA JR, A/K/A CHUCK PIVNISKA, AN UND 1/2 INTEREST; CHARLES E PIVNISKA III, A/K/A CHET PIVNISKA, UND 1/6 INTEREST; CORY PIVNISKA, A/K/A CORY JOSEPH PIVNISKA, UND 1/6 INTEREST; SHAY PIVNISKA, A/K/A SHAY BERNADETTE PIVNISKA, UND 1/6 INTEREST</p>	<p><b>ENLINK</b></p> <p>1722 ROUTH ST. SUITE 1300 DALLAS, TX 75201</p>																						
			<table border="1"> <tr> <td>DRAWN BY:</td> <td>JMB</td> <td>DATE:</td> <td>06/22/22</td> <td>CHK'D:</td> <td>JWB</td> </tr> <tr> <td>FLS #:</td> <td>22-0070-004</td> <td>SCALE:</td> <td>1" = 500'</td> <td></td> <td></td> </tr> <tr> <td>LINE #:</td> <td>CH-1730</td> <td>AFE:</td> <td>30013472</td> <td></td> <td></td> </tr> <tr> <td>REV.</td> <td>DWN.</td> <td>DESCRIPTION</td> <td></td> <td>DATE</td> <td></td> </tr> </table>	DRAWN BY:	JMB	DATE:	06/22/22	CHK'D:	JWB	FLS #:	22-0070-004	SCALE:	1" = 500'			LINE #:	CH-1730	AFE:	30013472			REV.	DWN.	DESCRIPTION
DRAWN BY:	JMB	DATE:	06/22/22	CHK'D:	JWB																			
FLS #:	22-0070-004	SCALE:	1" = 500'																					
LINE #:	CH-1730	AFE:	30013472																					
REV.	DWN.	DESCRIPTION		DATE																				

## EXHIBIT "B"

This Exhibit "B" is in addition to the Right of Way Grant executed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CHARLES E. PIVNISKA JR., a/k/a CHUCK PIVNISKA and TERESSA GAIL PIVNISKA, husband and wife, an undivided 1/2 interest, CHARLES E. PIVNISKA III, a/k/a CHET PIVNISKA and AMBER DAWN PIVNISKA, husband and wife, an undivided 1/6 interest, CORY PIVNISKA, a/k/a CORY JOSEPH PIVNISKA and AMANDA MARIE PIVNISKA, husband and wife, an undivided 1/6 interest, and SHAY PIVNISKA, a/k/a SHAY BERNADETTE PIVNISKA, a single person, an undivided 1/2 interest, known as "Grantor", and TOM-STACK, LLC, a Delaware limited liability company, known as "Grantee", covering the following described tract of land situated in Canadian County, Oklahoma, to wit:**

**A tract of land lying in and being a part of the SE/4 of Section 34, Township 12 North, Range 6 West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said SE/4; Thence North 89°58'58" West, along the South line of said SE/4, a distance of 1526.77 feet to the point of beginning; Thence continuing North 89°58'58" West, along said South line, a distance of 1129.37 feet to the Southwest corner of said SE/4; Thence North 00°01'37" West, along the West line of said SE/4, a distance of 2634.79 feet to the Northwest corner of said SE/4; Thence South 89°58'03" East, along the North line of said SE/4, a distance of 1129.99 feet; Thence South 00°00'49" East a distance of 2634.49 feet to the point of beginning. Containing 68.34 acres, more or less.**

Provisions in this Exhibit "B" are notwithstanding any provision(s) of the Right of Way Grant to the contrary and the said Right of Way Grant shall be subject to the following conditions:

**48" Pipeline Depth.** The pipelines constructed by Grantee pursuant to this Agreement, shall be buried so that there is a minimum depth of cover of forty-eight inches (48") below the surface of the ground, including the bottom of ditches.

**One Pipeline Only.** This Grant is sufficient for one (1) below ground pipeline. The right to place any additional below ground pipelines shall not be construed to be covered by this Grant. All other rights, privileges and obligations pursuant to this Grant shall remain the same.

**Above Ground Facilities.** Grantee agrees that there will be no above ground facilities placed upon the right-of-way, with the exception of required cathodic protection test stations, pipeline signage and markers at fence lines and stream crossings, and meters placed on well pads, without the further consent of Grantor. Such consent by Grantor shall not be unreasonably withheld.

**Abandonment Clause.** After the "in-service" date of the initial pipeline within the Easement, should Grantee abandon or cease to use the Easement and/or the Pipeline for the purposes herein granted for a period of forty-eight (48) consecutive months or longer, or should this Grant be terminated, then the Easement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same. Grantee shall have the right, but not the obligation, within six (6) months following any termination or abandonment of this Grant or the Easement, to remove the pipe or facilities placed on or within the Easement and restore the land to its original condition or abandon the Pipeline and related facilities in place in accordance with applicable law.

**Fencing.** Grantee shall replace Grantor's fence back to the same, continuous and previously existing condition if fence is braced, cut and crossed for Grantee's construction purposes. Areas along the right-of-way route where it is necessary for existing fencing of Grantor to be cut for construction purposes, Grantee shall immediately install temporary fencing, as necessary, to contain Grantor's livestock. Before cutting any fence, Grantee shall install proper braces on either side of contemplated opening to maintain tension on Grantor's existing fence line. Such bracing shall consist of H-Bracing using 4-inch pipe. Such pipe shall be 100 inches in length and installed to a depth of 48 inches in concrete with 52 inches remaining above ground. Concrete shall dry for 24 hours. Wire is to be cut and tied one wire at a time.

**Double-Ditch.** Grantee agrees to utilize the "double-ditch" construction method on excavated areas across crop and pasture lands within the Easement. Topsoil shall be separated from sub-soil in the excavated area of the easement during Grantee's construction operations to prevent the mixing of topsoil and sub-soil. Topsoil and subsoil shall be properly replaced following Grantee's placement of the pipeline.

**Indemnification.** Grantee agrees to indemnify, protect, save, hold harmless, and defend Grantor from and against any loss, claim or expense, including without limitation, claims for injury or death to persons or damage to property occurring as a result of Grantee's use of Grantor's land pursuant to this Right of Way Grant, or as a result of loss, expense, injury, death or damage which would not have occurred but for Grantee's use of Grantor's land pursuant to this Right of Way Grant, except to the extent any such damage or injury was caused as a result of the negligence or willful misconduct of Grantor, its agents, representatives, employees or invitees.

**Grantor's use of Surface.** Grantor may utilize the easement area for any purpose that does not interfere with Grantee's rights under this Grant or endanger Grantee's facilities. Such use may include, but is not limited to, agricultural use, construction of private roads, driveway(s), gardens, and other like uses.

**Substances to be Transported.** Pipeline shall not be used for transporting salt water, or any other substance unrelated to natural gas and crude oil.

**Restoration.** Upon completion of construction operations, Grantee shall restore the disturbed areas to, as near as practically possible, the condition which existed prior to commencement of operations.

**Easement Size.** The right of way easement shall consist of a thirty foot (30') wide free and unobstructed permanent easement and right of way and a forty-five foot (45') wide temporary easement work area located adjacent to and parallel to the permanent easement.

***(Signature page to follow)***

EXECUTED this 26<sup>th</sup> day of July, 2022.

Grantors:

  
CHARLES E. PIVNICKA JR., a/k/a CHUCK PIVNICKA

  
TERESSA GAIL PIVNICKA

  
CHARLES E. PIVNICKA III, a/k/a CHET PIVNICKA

  
AMBER DAWN PIVNICKA

  
CORY PIVNICKA, a/k/a CORY JOSEPH PIVNICKA

  
AMANDA MARIE PIVNICKA

  
SHAY PIVNICKA, a/k/a SHAY BERNADETTE PIVNICKA









STATE OF OKLAHOMA            )  
  )  
COUNTY OF OKLAHOMA        )        SS:

**AFFIDAVIT OF MANAGER OF TOM-STACK, LLC**

**NAME** ("Affiant"), of lawful age, being first duly sworn, deposes and says:

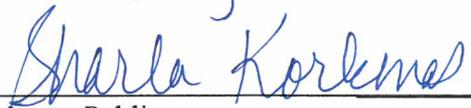
1. That I, **Michael S. Burdett**, am currently the **Senior Vice President of Commercial** for TOM-STACK, LLC which is applying for a boring permit within Oklahoma City limits on the Roseannadanna 2MHX project operated by TOM-STACK, LLC.
2. That TOM-STACK, LLC does not sell natural or artificial gas to consumers in the city.
3. That TOM-STACK, LLC does not distribute natural or artificial gas to consumers in the city.
4. That TOM-STACK, LLC does not both sell and distribute natural or artificial gas to consumers in the city.

Further Affiant saith not.



Affiant

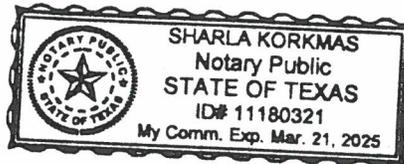
SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of July, 2022.

  
Notary Public

My Commission Expires: 3/21/2025

[SEAL]

My Commission Number: 11180321





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 615 E Britton Rd Oklahoma City OK 73114	<b>CONTACT NAME:</b> Pam Howard <b>PHONE (A/C. No. Ext):</b> 918-764-1675 <b>E-MAIL ADDRESS:</b> pamela_howard@ajg.com		<b>FAX (A/C. No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201	ENLIMID-01	INSURER A :	National Union Fire Insurance Company of Pittsburg	19445
		INSURER B :	Lexington Insurance Company	19437
		INSURER C :	ACE Property & Casualty Insurance Co	20699
		INSURER D :	Endurance American Specialty Ins Co	41718
		INSURER E :	Ascot Specialty Insurance Company	45055
		INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 403062867

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7032443	5/1/2022	5/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8682560	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	023815851 G27980028007 ELD10007642207	5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC63851014	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E E	Pollution	Y	Y	ENPU201000015903 ENXU201000016003	5/1/2022 5/1/2022	5/1/2023 5/1/2023	Each Incident \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PLEASE SEE ALL PAGES ATTACHED FOR ADDITIONAL COVERAGE INFORMATION..

Pollution Liability Coverage:

Primary \$1M - Ascot Insurance Company - Policy #ENPU201000015903

\$4M xs \$1M - Ascot Insurance Company - Policy #ENXU201000016003

\$5M xs \$5M - Ironshore Specialty - Policy # IEELPLLB9BXL002

\*\*Named Insureds\*\*

Acacia Natural Gas, L.L.C. (DE) - CT Corp

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Oklahoma City  
 420 W. Main Street  
 Oklahoma City OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Acacia Natural Gas, L.L.C. (TX) - CT Corp
- Amarillo Rattler, LLC (DE) - CT Corp
- Amarillo Rattler, LLC (TX) - CT Corp
- Ascension Pipeline Company, LLC (DE)
- Ascension Pipeline Company, LLC (LA)
- Bridgeline Holdings, L.P. (DE) - CT Corp
- Bridgeline Holdings, L.P. (LA) - CT Corp
- Cedar Cove Midstream LLC (DE)
- Coronado Midstream LLC (TX) - CT Corp
- Delaware G&P LLC (DE) - CT Corp
- Delaware G&P LLC (NM) - CT Corp
- Delaware G&P LLC (TX) - CT Corp
- EnLink Appalachia, LLC (DE) - CT Corp
- EnLink Appalachia, LLC (KY) - CT Corp
- EnLink Appalachia, LLC (OH) - CT Corp
- EnLink Appalachia, LLC (WV) - CT Corp
- EnLink Appalachian Compression, LLC (DE) - CT Corp
- EnLink Appalachian Compression, LLC (OH) - CT Corp
- EnLink Appalachian Compression, LLC (PA) - CT Corp
- EnLink Calcasieu, LLC (DE) - CT Corp
- EnLink Calcasieu, LLC (LA) - CT Corp
- EnLink Community Fund (TX) - CT Corp
- EnLink Crude Marketing, LLC (DE) - CT Corp
- EnLink Crude Marketing, LLC (KY) - CT Corp
- EnLink Crude Marketing, LLC (LA) - CT Corp
- EnLink Crude Marketing, LLC (NM) - CT Corp
- EnLink Crude Marketing, LLC (OH) - CT Corp
- EnLink Crude Marketing, LLC (OK) - The Corp Company
- EnLink Crude Marketing, LLC (TX) - CT Corp
- EnLink Crude Marketing, LLC (WV) - CT Corp
- EnLink Crude Pipeline, LLC (DE) - CT Corp
- EnLink Crude Pipeline, LLC (TX) - CT Corp
- EnLink Delaware Crude Pipeline, LLC (TX) - CT Corp
- EnLink Delaware Crude Pipeline, LLC (NM) - CT Corp
- EnLink Energy GP, LLC (DE) - CT Corp
- EnLink Energy GP, LLC (LA) - CT Corp
- EnLink Energy GP, LLC (OK) - The Corp Company
- EnLink Energy GP, LLC (TX) - CT Corp
- EnLink Gas Marketing, LP (TX) - CT Corp
- EnLink Gas Marketing, LP (LA) - CT Corp
- EnLink Gas Marketing, LP (OK) - CT Corp
- EnLink LIG, LLC (LA) - CT Corp
- EnLink LIG Liquids, LLC (LA) - CT Corp
- EnLink Louisiana Gathering, LLC (LA) - CT Corp
- EnLink Matli Holdings, LLC (DE) - CT Corp
- EnLink Matli Holdings, LLC (OK) - The Corp Company
- EnLink Midstream Finance Corporation (DE) - CT Corp
- EnLink Midstream Funding, LLC (DE) - CT Corp
- EnLink Midstream GP, LLC (DE) - CT Corp
- EnLink Midstream GP, LLC (TX) - CT Corp
- EnLink Midstream Holdings GP, LLC (DE) - CT Corp
- EnLink Midstream Holdings GP, LLC (OK) - The Corp Company
- EnLink Midstream Holdings GP, LLC (TX) - CT Corp
- EnLink Midstream Holdings, LP (DE) - CT Corp
- EnLink Midstream Holdings, LP (OK) - The Corp Company
- EnLink Midstream Holdings, LP (TX) - CT Corp
- EnLink Midstream, LLC (DE) - CT Corp
- EnLink Midstream, LLC (TX) - CT Corp
- EnLink Midstream Manager, LLC (DE) - CT Corp
- EnLink Midstream Manager, LLC (TX) - CT Corp
- EnLink Midstream Operating GP, LLC (DE) - CT Corp
- EnLink Midstream Operating GP, LLC (AL) - CT Corp
- EnLink Midstream Operating GP, LLC (KY) - CT Corp
- EnLink Midstream Operating GP, LLC (LA) - CT Corp
- EnLink Midstream Operating GP, LLC (NM) - CT Corp
- EnLink Midstream Operating GP, LLC (OH) - CT Corp
- EnLink Midstream Operating GP, LLC (OK) - The Corp Co.
- EnLink Midstream Operating GP, LLC (TX) - CT Corp



# ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- EnLink Midstream Operating GP, LLC (WV) - CT Corp
- EnLink Midstream Operating, LP (DE) - CT Corp
- EnLink Midstream Operating, LP (AL) - CT Corp
- EnLink Midstream Operating, LP (KY) - CT Corp
- EnLink Midstream Operating, LP (LA) - CT Corp
- EnLink Midstream Operating, LP (NM) - CT Corp
- EnLink Midstream Operating, LP (OH) - CT Corp
- EnLink Midstream Operating, LP (OK) - The Corp Co.
- EnLink Midstream Operating, LP (TX) - CT Corp
- EnLink Midstream Operating, LP (WV) - CT Corp
- EnLink Midstream Partners, LP (DE) - CT Corp
- EnLink Midstream Partners, LP (TX) - CT Corp
- EnLink Midstream Services, LLC (TX) - CT Corp
- EnLink Midstream Services, LLC (OK) - The Corp Co.
- EnLink NGL Marketing, LP (TX) - CT Corp
- EnLink NGL Marketing, LP (LA) - CT Corp
- EnLink NGL Pipeline, LP (TX) - CT Corp
- EnLink NGL Pipeline, LP (LA) - CT Corp
- EnLink Nominee Corp. (DE) - CT Corp
- EnLink Nominee Corp. (TX) - CT Corp
- EnLink North Texas Gathering, LP (TX) - CT Corp
- EnLink North Texas Gathering, LP (NM) - CT Corp
- EnLink Ohio Compression, LLC (DE)
- EnLink Ohio Compression, LLC (OH)
- EnLink Oklahoma Crude Gathering, LLC (DE) - CT Corp \*
- EnLink Oklahoma Crude Gathering, LLC (OK) - CT Corp
- EnLink Oklahoma Gas Processing, LP (DE) - CT Corp \*\*
- EnLink Oklahoma Gas Processing, LP (OK) - The Corp Co.
- EnLink Oklahoma Pipeline, LLC (DE) - CT Corp
- EnLink Oklahoma Pipeline, LLC (OK) - The Corp Co.
- EnLink Oklahoma Pipeline, LLC (TX) - CT Corp
- EnLink ORV Holdings, LLC (DE) - CT Corp
- EnLink Pelican, LLC (DE) - CT Corp
- EnLink Pelican, LLC (LA) - CT Corp
- EnLink Permian, LLC (TX) - CT Corp
- EnLink Permian II, LLC (TX) - CT Corp
- EnLink Permian II, LLC (NM) - CT Corp
- EnLink Processing Services, LLC (DE) - CT Corp
- EnLink Processing Services, LLC (LA) - CT Corp
- EnLink Processing Services, LLC (NM) - CT Corp
- EnLink Texas NGL Pipeline, LLC (TX) - CT Corp
- EnLink Texas Processing, LP (TX) - CT Corp
- EnLink Tuscaloosa, LLC (LA) - CT Corp
- Gulf Coast Fractionators (TX)
- Jefferson Island Storage & Hub, L.L.C. (DE) - CT Corp
- Jefferson Island Storage & Hub, L.L.C. (LA) - CT Corp
- Jefferson Island Storage & Hub, L.L.C. (TX) - CT Corp
- Ohio River Valley Pipeline, LLC (DE) - CT Corp
- Ohio River Valley Pipeline, LLC (OH) - CT Corp
- Ohio River Valley Pipeline, LLC (WV) - CT Corp
- OOGC Disposal Company I, LLC (DE) - CT Corp
- OOGC Disposal Company I, LLC (OH) - CT Corp
- Sabine Hub Services LLC (DE) - CT Corp
- Sabine Hub Services LLC (TX) - CT Corp
- Sabine Pass Plant Facility Joint Venture (TX, d/b/i LA)
- Sabine Pipe Line LLC (DE) - CT Corp
- Sabine Pipe Line LLC (LA) - CT Corp
- Sabine Pipe Line LLC (TX) - CT Corp
- SWG Pipeline, L.L.C. (TX) - CT Corp
- TOM-STACK, LLC (DE) - CT Corp
- TOM-STACK, LLC (OK) - CT Corp

If required by contract, the Certificate Holder is included as Additional Insured as respects General Liability form #83644 (8/12) and #CG 20 10 (4/13); as respects Auto Liability form #87950 (9/14) and is Primary and Non-Contributory per General Liability form #74434 (10/99) and form #CG 20 01 (4/13); Automobile Liability form #74445 (10/99); Waiver of Subrogation applies per General Liability form #CG2404 (5/09); Automobile Liability form #CA0444 (10/13); Workers' Compensation form #WC000313 (4/84); Contractual Liability – Railroads per Contract or Agreement per General Liability form #CG 24 17 (10/01); Notice of Cancellation to Third Parties per General



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Liability form #108538 (3/11); per Automobile Liability form #108538 (3/11); per Workers' Compensation form #990058 (4/11); per Umbrella Liability form #LX9586; Pollution Liability Broadened Coverage for Covered Autos provided per Automobile Liability form #CA9948 (10/13); Time Element Pollution is included in the General Liability policy; Collapse and Underground Hazards are not excluded in the General Liability policy; Workers Compensation Policy provides coverage for States of KY, LA, TX, WV, OK, and NM. Other States Covered: All States except monopolistic states. Workers Compensation policy provides Alternate Employer Endorsement per form #WC000301A that applies to any entity required by written contract with you before loss; Workers Compensation policy provides West Virginia Employers Liability Broad Form Endorsement #WC994702 edition 07/08; Stop Gap Coverage applies for the following States: ND, OH, WA, WY; Workers Compensation Policy provides Longshore Harbor Workers Compensation Act coverage per form #WC000106A; Workers Compensation Policy provides Maritime coverage per form #WC000201B.; Workers Compensation Policy provides Voluntary Compensation Maritime coverage per form #WC000203; If qualified as an additional insured, or provided a waiver of subrogation on the primary General Liability, Workers Compensation or Auto policies, then the umbrella too will include these; Auto Liability - MCS 90 applies to EnLink Midstream, LLC; EnLink Appalachia, LLC; DOT #2588549 - \$3,000,000 limit



ACQUISITION SERVICES

**PO Box 5326**

**Edmond, OK 73083-5326**

David Herman, Owner/Manager  
[dherman@mdmas.net](mailto:dherman@mdmas.net)  
405.585.1834

Kendra Wecker, Agent  
[kendra@mdmas.net](mailto:kendra@mdmas.net)  
405.245.2611

Ryan McGlamery, Agent  
[rmcglamery@mdmas.net](mailto:rmcglamery@mdmas.net)  
405.637.5013

July 21, 2022

MDM Acquisition Services

Re: Billing Information

To Whom It May Concern:

Our billing information is as follows

MDM Acquisition Services

PO Box 5326

Edmond, OK 73083-5326

Should you have any questions or need anything additional, please do not hesitate to contact us. You can reach me via email at [kendra@mdmas.net](mailto:kendra@mdmas.net) or by phone at 405.245.2611

Very truly yours,

Kendra Wecker  
Agent