



(c) An E\*TRADE Securities LLC account that Bryan Roark fully funded in the name of his adult son, Craig Roark, with a current balance of approximately \$182,262;

(d) Proceeds from the sale of cattle bought by or on behalf of the Roark's adult son, Chad Roark, in the amount of \$106,416.82;

(e) A mobile home located on a lot at Alberta Creek Resort at Lake Texoma with an estimated value of \$85,000;

(f) Insurance proceeds relative to the 2009 Chaparral V-hull boat and trailer that was stolen from a boat dealership in Denison, Texas, where it had been taken for repair and sale. The estimated recovery from the insurance company is \$50,000 to \$55,000;

(g) Four (4) vehicles that the Receiver, at the time of his appointment, agreed to allow the Roark family members to continue utilizing, including a 2008 Chevrolet Suburban, 2008 Chevrolet pick-up, 2008 Nissan Altima, and 2007 Chevrolet Tahoe;

(h) Christy Roark's house located on 4.006 acres (*see* legal description attached as *Exhibit C*);

(i) All proceeds that the Receiver has in his two accounts at BancFirst (which include the net sale proceeds from Bryan Roark's office building in the amount of \$71,904.73; \$104,460.66 from liquidation of Bryan Roark's Zecco Trading, Inc. account; \$557,632.36 from liquidation of Bryan Roark's investment accounts with Morgan Stanley Smith Barney; \$420,996.00 from the sale at auction of the Roark's farm equipment and machinery; and smaller amounts deposited at various times for the sale of Bryan Roark's 2009 Ford Platinum pick-up, sale of gold and silver bars, cattle, hay and other miscellaneous items).

2. Through the financial analysis conducted by the Department, as well as a review and tracing of closing documents, down payments and purchase money for the Roark's real

estate, the Department and Receiver have determined that many of the assets that the Roark family acquired over the last seven to ten years were purchased in whole or in part with investor funds.

3. The Department, Receiver, Christy Roark and her counsel met on Wednesday, May 12, 2010, to discuss a global settlement relative to the proceeds the Receiver has on hand and remaining known assets that have not been liquidated that are listed in paragraph 1 above.

4. The parties reached an agreement resolving these issues, which has been reduced to writing. A copy of the proposed Settlement Agreement is attached hereto as *Exhibit "D"*.

5. The Department and Receiver believe the proposed Settlement Agreement to which the parties and their counsel have agreed is fair and equitable under the circumstances and would allow the Receiver to recover approximately \$2,000,000 more for the Receivership estate without the time and expense that would be incurred in litigating these issues.

WHEREFORE, the Department and Receiver respectfully request that the Court approve the Settlement Agreement attached hereto as *Exhibit "D"* with the Roark family relative to the known assets of the Roark estate listed in paragraph 1 above, and enter an order of record in the instant case to that effect.

Respectfully submitted,

  
Bradley E. Davenport, OBA #18687  
GUNGOLL, JACKSON, COLLINS, BOX & DEVOLL, P.C.  
3030 Chase Tower  
100 N. Broadway Avenue  
Oklahoma City, OK 73102  
Ph. (405) 272-4710 / Fax (405) 272-5141  
Attorney for Receiver, Douglas L. Jackson

And

A handwritten signature in black ink, appearing to read "Jennifer Shaw", written over a horizontal line.

Jennifer Shaw, OBA #20839  
Amanda Commesser, OBA # 20044  
Oklahoma Department of Securities  
120 North Robinson, Suite 860  
Oklahoma City, Oklahoma 73102  
(405) 280-7700  
ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

I do hereby certify that on this 2nd day of June, 2010 I mailed a true and correct copy of the above and foregoing document by placing same in the United States mails, postage prepaid, to:

Jennifer Shaw  
Amanda Cornmesser  
Oklahoma Department of Securities  
120 N. Robinson, Suite 860  
Oklahoma City, OK 73102  
Attorneys for Plaintiff

Clell I. Cunningham, III  
Dunn, Swan & Cunningham, P.C.  
210 Park Avenue  
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Oklahoma City, OK 73102  
Attorney for Intervenors, Christy Roark,  
Craig Roark and Chad Roark

Patrick M. Ryan  
Ryan, Whaley, Coldiron, Shandy  
900 Robinson Renaissance  
119 N. Robinson  
Oklahoma City, OK 73102  
Attorneys for Interested Party,  
Morgan Stanley

Clyde A. Muchmore  
Crowe & Dunlevy  
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Suite 1800  
Oklahoma City, OK 73102  
Attorney for Landmark Bank

Galvin Family, LLC  
c/o Barbara Moon  
902 Arlington Center, PMB 149  
Ada, OK 74820

Donald Brooks  
Route 1  
Box 276  
Allen, OK 74825

Barbara Jean Moon  
1925 E. 18<sup>th</sup> Street  
Ada, OK 74820

Christopher Ryan Hoover  
826 E. 7th  
Ada, OK 74820

Betty Bryant  
12266 Highway 177  
Stratford, OK 74872

Kyle Lackey  
1331 Alvera Lane  
Wynnewood, OK 73098

Kurtis Ward  
3232 W. Britton  
Suite 170  
Oklahoma City, OK 73120  
Attorney for David Roark

  
Bradley E. Davenport

## Legal Descriptions

### Ag Real Estate

Tract 1: The E/2 E/2 NE/4 and E/2 W/2 E/2 NE/4 and E/2 NE/4 SE/4 and E/2 2/W NE/4 SE/4 and NE/4 SE/4 SE/4, all in Section 11, Township 2 North, Range 5 East, containing 100 acres, more or less

**LESS AND EXCEPT** a tract beginning at the NE Corner of said Section 11, thence South 00°01'00" East along the East line of the NE/4 of said Section 11 a distance of 1015.59 feet; thence North 89°55'00" West a distance of 428.91 feet; thence North 00°01'00" West a distance of 1015.59 feet, to the North line of Section 11; thence South 89°55'00" East along said North line, a distance of 428.91 feet, to the point of beginning, containing 10 acres, more or less.

Tract 2: S/2 NE/4 SW/4 SW/4, Section 13, Township 2 North Range 5 East;

SE/4,  
E/2 SW/4  
S/2 SW/4 SW/4  
SE/4 SW/4 SW/4, Section 13, Township 2 North, Range 5 East;

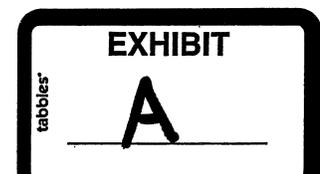
NE/4 SW/4 SW/4,  
West 16 acres of Lot 4, Section 18, Township 2 North, Range 6 East;

Lots 2 and 3,  
SE/4 NW/4  
NE/4 SW/4, Section 18, Township 2 North, Range 6 East; and

NE/4 NE/4, Section 24, Township 2 North, Range 5 East

Tract 3: S/2 SW/4 NW/4,  
E/2 NW/4,  
W/2 NE/4,  
W/2 SE/4 NE/4, Section 24, Township 2 North, Range 5 East, containing 200 acres, more or less.

Tract 4: A part of the E/2 of Section 30, Township 2 North, Range 6 East, more particularly described as follows: beginning at the Northeast corner of said Section 30; thence S 00° 25'15" E a distance of 5292.39 feet to the Southeast corner of Section 30; thence N 89°59'30" W along the South



line of said Section 30 a distance of 2551.65 feet; thence N 00°4'23" W a distance of 2545.48 feet; thence North 49°46'53" W a distance of 165.70 feet; thence N 00°3'19" E a distance of 2639.42 feet to the North quarter corner of said Section 30; thence N 90°00'00" E along the North line of said Section 30 a distance of 2640.00 feet to the point of beginning, containing 315.688 acres, more or less

Tract 5: N/2 NW/4 and SW/4 NW/4 and N/2 SE/4 NW/4 and N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 of Section 23, Township 2 North, Range 5 East

Tract 6: The NW/4 of NW/4 and N/2 of SW/4 of NW/4 of Section 24, Township 2 North, Range 5 East, LESS AND EXCEPT the following described tract: A tract of land located in the NW/4 of Section 24, Township 2 North, Range 5 East, Pontotoc County, Oklahoma, more particularly described as follows: Beginning at the Northwest Corner of said Section 24; thence North 89°33'18" East along the North line of said Section 24 a distance of 1328.0 feet; thence South 00°41'00" East a distance of 328.0 feet; thence South 89°33'18" West a distance of 1328.0 feet to a point on the West line of said Section 24; thence North 00°41'00" West a distance of 328.0 feet to the point of beginning, containing 10.0 acres, more or less

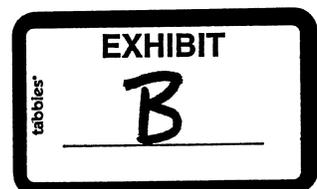
Tract 7: N/2 NW/4 NW/4 NW/4 and N/2 NE/4 NW/4 NW/4 of Section 24, Township 2 North, Range 5 East, **SURFACE INTEREST ONLY**

Tract 8: The SW/4 of SE/4 of NW/4 of Section 23, Township 2 North, Range 5 East, SURFACE INTEREST ONLY

Legal Description

Craig Roark's house

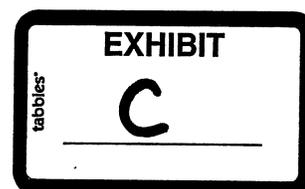
All of Lot 1 of East Ridge Estates, a subdivision in the NW/4 of Section 19, Township 4 North, Range 7 East, according to the recorded plat thereof, in the County of Pontotoc, State of Oklahoma.



Legal Description

Christy Roark's house

A part of the SW/4 of Section 36, Township 4 North, Range 6 East, Pontotoc County, Oklahoma, more particularly described as follows: Beginning at a point 1489 feet East and 603.92 feet North of the Southwest corner of the SW/4 of Section 36; thence West a distance of 360 feet; thence North a distance of 492 feet; thence East a distance of 360 feet; thence South a distance of 492 feet to the point of beginning, containing 4.006 acres, more or less.



## SETTLEMENT AGREEMENT

1. This Settlement Agreement is made in Oklahoma City, Oklahoma, on the \_\_\_ day of June, 2010, between the Oklahoma Department of Securities (“Department”), Douglas L. Jackson, in his capacity as Court-Appointed Receiver for the Assets of the Estate of Bryan David Roark (“Receiver”), and Christiana K. Roark, Craig Roark and Chad Roark (collectively “Roarks”).

2. A dispute exists between the parties as to their respective rights regarding real estate and other assets purchased by Bryan and Christiana K. Roark, which assets may have been purchased in whole or in part with investor funds obtained by Bryan David Roark through the perpetration of an alleged investment scheme. The allegations concerning Bryan David Roark’s investor fraud and the dispute concerning the assets of the Estate of Bryan David Roark are the subject of the lawsuit pending in the District Court of Oklahoma County, State of Oklahoma entitled Oklahoma Department of Securities, ex rel. Irving L. Faught, Administrator, vs. The Estate of Bryan David Roark, Case No. CJ-2009-10905.

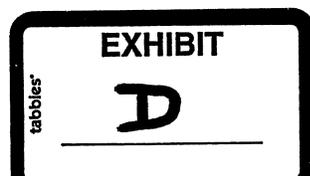
3. The parties desire to effect a complete settlement of all claims between the above-named parties with respect to the assets of the Estate of Bryan David Roark described herein.

4. Accordingly, the Roarks agree as follows:

A. That they waive and disclaim all right, title and interest they have in and to the proceeds that the Receiver has collected to date and deposited into his two accounts at BancFirst, which include, without limitation, the net sale proceeds from Bryan Roark’s office building in Ada, Oklahoma in the amount of \$71,904.73; \$104,460.66 from liquidation of Bryan Roark’s account with Zecco Trading, Inc.; \$557,632.36 from liquidation of Bryan Roark’s investment accounts with Morgan Stanley Smith Barney; \$420,996 from the sale at auction of the Roark’s farm equipment and machinery; and, smaller amounts deposited at various times into the Receiver’s accounts at BancFirst from the sale of Bryan Roark’s 2009 Ford Platinum pick-up, sale of gold and silver bars, cattle, hay and other miscellaneous items;

B. Christiana K. Roark will pay to the Receiver within three (3) business days of the Court’s approval of this agreement the sum of \$133,600, which represents reimbursement for or repayment of two large payments Bryan Roark made to Morgan Stanley Credit Co. to pay off the mortgage on the real estate and improvements thereon constituting the primary residence of Christiana K. Roark and Chad Roark (the legal description of which is set forth on *Exhibit “1”* attached hereto) (the “Roark Home”) on May 31, 2008 and June 23, 2008, which the Receiver was able to trace to investor funds;

C. Christiana K. Roark waives and disclaims all right, title and interest in and to the approximately 1,300 acres of agriculture real estate (“Ag real estate”), which was purchased in whole or in part with investor funds, and to which Christiana K.



Roark holds legal title as surviving joint tenant. Christiana K. Roark relinquishes her right, title and interest to the Ag real estate in favor of the Receivership Estate and agrees to sign any and all necessary documents, including deeds, to assist the Receiver in accomplishing the sale of the Ag real estate. The eight (8) tracts of Ag real estate subject to this Settlement Agreement are set forth in *Exhibit "2"* attached hereto.

D. Craig Roark waives and disclaims all right, title and interest he has in and to the real property and house located thereon that his parents, Bryan and Christiana K. Roark, bought for him and transfers the same to the Receiver. The real property to which Craig Roark waives all right, title and interest is located in the County of Pontotoc, State of Oklahoma, and is more particularly described as follows:

All of Lot 1 of East Ridge Estates, a subdivision in the NW/4 of Section 19, Township 4 North, Range 7 East, according to the recorded plat thereof.

Craig Roark further agrees to be completely moved out of the house located on the above-described real property and deliver the keys to the Receiver within three (3) business days of the Court's approval of this agreement. Craig Roark also agrees to execute any and all necessary documents for the Receiver to list and sell the above-described real property, including but not limited to a real estate listing contract and deed.

E. The Roarks agree to purchase from the Receivership estate a 2008 Nissan Altima, VIN #1N4AL21E38N533031, for the price of \$12,625.00. The Roarks agree that the purchase price for the above-described vehicle will be paid to the Receiver in the form of certified funds or other immediately available funds within three (3) business days of the Court's approval of this agreement. In addition, the Roarks agree to turn over to the Receiver, or his agent, a 2007 Chevrolet Tahoe, VIN #1GNEC13J37R126874, a 2008 Chevrolet Suburban, VIN #1GNFC16J18J209428, and a 2008 Chevrolet pick-up, VIN #2GCEK19J181336001, and provide the Receiver with the keys and the endorsed certificates of title for same within three (3) business days of the Court's approval of this agreement.

F. Craig Roark waives and disclaims all right, title and interest he has to the E\*TRADE Securities LLC account held in his name with a current balance of approximately \$182,262, and further agrees to execute any and all documents necessary to liquidate that account and have the proceeds paid directly and solely to the Receiver within three (3) business days of the Court's approval of this agreement.

G. Chad Roark waives and disclaims all right, title and interest to the sum of \$106,416.82 currently held in the trust account of Dunn, Swan & Cunningham,

P.C. representing the proceeds from the sale of his cattle. Chad Roark further agrees to execute any and all documents, including but not limited to an authorization for release of funds, necessary to have Dunn, Swan & Cunningham pay the above-referenced funds to the Receiver within three (3) business days of the Court's approval of this agreement.

H. Craig and Chad Roark waive and disclaim all right, title and interest in and to the 1981 American mobile home located on a lot at Alberta Creek Resort at Lake Texoma and turn over possession of same to the Receiver immediately. Furthermore, Craig and Chad Roark agree to execute any and all documents necessary to permit the Receiver to market and sell this mobile home.

I. The Roarks agree to cooperate with the Receiver and sign any and all documents necessary to allow the Receiver to collect insurance proceeds from a pending insurance claim made with Oklahoma Farm Bureau Insurance Company relative to the theft of the Roark's 2009 Chaparral V-hull boat and trailer, which had been picked up by Texoma Premier Boat Center of Denison, Texas for repair and sale.

J. Effective within three (3) business days of the Court's approval of this agreement, the Roarks will assume complete and sole responsibility for payment of all auto insurance premiums attributable to the Altima, homeowner's insurance premiums attributable to the Roark Home, and utilities for all vehicles, real property and personal property they are retaining as a result of this Settlement Agreement.

K. Effective immediately, the Roarks are and will continue to be solely responsible for any and all attorney's fees incurred by them relative to the legal action identified in ¶2 above, the probate case pertaining to the Estate of Bryan David Roark that is pending in the District Court of Pontotoc County, State of Oklahoma, and any other legal proceedings now existing or hereinafter arising, and understand and agree that the Receiver will not pay any further legal fees on their behalf.

L. Finally, Christiana K. Roark, individually and as personal representative of the Estate of Bryan David Roark, Craig Roark, individually, and Chad Roark, individually, each agree to withdraw their claims filed with the Receiver with prejudice to the re-filing thereof, and they each hereby release and forever discharge the Department and the Receiver and their officers, attorneys, employees and agents from each and every right, claim, debt, demand, action, causation, suit and proceeding of every kind, at law or at equity, whether known or unknown, which they had, now have, or may in the future have including but not limited to claims related to or arising out of the legal proceeding identified in ¶2 above.

5. In return, the Department and Receiver agree as follows:

A. That after reviewing loan transaction histories from Landmark Bank and Morgan Stanley Credit Company, it was determined that the mortgage payments on the Roark Home, except for the May 31, 2008 and June 23, 2008 payments totaling \$133,600 referenced in ¶4(B) above, were fixed monthly payments made from the Roark's income and not investor funds. As such, the Department and the Receiver agree to release any claims they have to the Roark Home.

B. Documents obtained by the Department and Receiver show that premiums for the \$50,000 life insurance policy that Bryan David Roark had through his employer, Morgan Stanley Smith Barney, was paid for by his employer as an employee benefit. As such, the Receiver and Department release any and all claims they may have relative to the \$50,000 life insurance proceeds, as this \$50,000 policy was not purchased with investor assets and Christiana K. Roark, not Bryan Roark's Estate, is the sole beneficiary.

C. The financial analysis conducted by the Department and records that the Department and Receiver obtained from Morgan Stanley Smith Barney relative to the supplemental life insurance policy in the amount of \$1,000,000 that Bryan David Roark had obtained through his employer demonstrate that the premiums were paid through withholdings from Bryan Roark's paychecks and not with investor funds. As such, the Receiver and Department release any and all claims they may have to the \$1,000,000 proceeds of the supplemental life insurance policy insuring the life of Bryan David Roark on which Christiana K. Roark, not Bryan Roark's Estate, is the sole beneficiary.

D. The financial analysis conducted by the Department and the financial records obtained by both the Department and Receiver demonstrate that the funds in Bryan Roark's 401(k) retirement plan were comprised of contributions from Mr. Roark's employer, Morgan Stanley Smith Barney, and employee contributions made by Bryan Roark through withholdings from his paychecks. As such, the Department and Receiver release any and all claims they may have to the \$2,341.54 remaining in Bryan Roark's 401(k) plan and the \$161,542.83 previously transferred from Bryan Roark's 401(k) plan to a 401(k) plan in Christiana K. Roark's name.

E. The Receiver, upon sale of the eight (8) tracts of Ag real estate identified on *Exhibit "2"* attached hereto, will pay off loan #17030106 with Landmark Bank secured by a mortgage on Tract 3 listed on *Exhibit "2"*; loan #10002254 with Vision Bank secured by a mortgage on Tract 4 listed on *Exhibit "2"*; and loan #17048407 with Landmark Bank secured by a mortgage on Tract 5 listed on *Exhibit "2"*.

F. The Receiver will return the original certificate of title for the 2008 Nissan Altima to Christiana K. Roark upon receipt of payment for the same as agreed and described in ¶4(E) above.

G. Finally, the Department and the Receiver each hereby release and forever discharge Christiana K. Roark, Craig Roark, Chad Roark and their attorneys and agents from each and every *in personam* claim, debt, demand, action, causation, suit and proceeding, at law or at equity, whether known or unknown, which they, or either of them, had, now have, or may in the future have including but not limited to claims related to or arising out of the legal proceeding identified in ¶2 above. The Department and the Receiver expressly reserve and retain any and all *in rem* claims, demands, actions, causes, suits and proceedings, at law or in equity, which they, or either of them, had, now have, or may in the future have in any way relating or pertaining to any assets, not identified herein, which are disclosed and/or discovered subsequent to the Court approving this settlement agreement.

6. This Settlement Agreement shall operate as a Release and Settlement only with respect to the assets and claims expressly addressed herein between the Department and Receiver, on the one hand, and the Roarks, on the other hand, and all parties to this Settlement Agreement expressly reserve any rights and claims against all other persons and entities not a party hereto.

7. **Survival.** This Agreement, and all terms and provisions set forth herein, shall survive the execution and closing of this Agreement for the benefit of the parties hereto as well as their respective successors and assigns.

8. **Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto with respect to the matters involved herein and supersedes any previous negotiations between the parties with respect to such matters. This Agreement may not be modified except by a subsequent agreement in writing signed by both parties. No amendments or modification of this agreement shall be effective unless executed in writing by the parties hereto.

9. **Counterparts.** This Agreement may be executed in multiple counterparts. Each of which, when so executed, shall be deemed to be an original and such counterparts, shall, together, constitute and be one and the same instrument.

10. **Binding effect.** This Agreement shall be binding upon the parties hereto as well as their respective successors and assigns.

11. **Facsimile signatures.** Facsimile signatures, as that term is commonly used with reference to facsimile transmittal machines used in transmitting documents, signatures, etc., shall be and are hereby declared by all parties to this Agreement to be the same as original signatures.

12. **Section headings.** The section headings and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

13. **Assignment.** Neither this Agreement, nor any of the terms, provisions or obligations set forth herein may be assigned by any party hereto without the prior written consent of the non-assigning party.

14. **Applicable law.** The validity, construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Oklahoma.

15. **Effective date.** The parties and their counsel understand and agree that this Settlement Agreement will not be effective, valid or enforceable in any respect unless and until it is approved by the District Court of Oklahoma County. The agreement will be effective immediately upon Court approval.

Oklahoma Department of Securities

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Irving L. Faight, Administrator of the  
Oklahoma Department of Securities

Receiver,

---

Douglas L. Jackson, as Receiver for  
Assets of the Estate of Bryan David Roark

---

Christiana K. Roark, individually, and as  
Personal Representative of the Estate of Bryan David Roark

---

Craig Roark, individually

---

Chad Roark, individually

## Legal Description

### Roark Home

A part of the SW/4 of Section 36, Township 4 North, Range 6 East, Pontotoc County, Oklahoma, more particularly described as follows: Beginning at a point 1489 feet East and 603.92 feet North of the Southwest corner of the SW/4 of Section 36; thence West a distance of 360 feet; thence North a distance of 492 feet; thence East a distance of 360 feet; thence South a distance of 492 feet to the point of beginning, containing 4.006 acres, more or less.



Legal Descriptions

Ag Real Estate

Tract 1: The E/2 E/2 NE/4 and E/2 W/2 E/2 NE/4 and E/2 NE/4 SE/4 and E/2 2/W NE/4 SE/4 and NE/4 SE/4 SE/4, all in Section 11, Township 2 North, Range 5 East, containing 100 acres, more or less

**LESS AND EXCEPT** a tract beginning at the NE Corner of said Section 11, thence South 00°01'00" East along the East line of the NE/4 of said Section 11 a distance of 1015.59 feet; thence North 89°55'00" West a distance of 428.91 feet; thence North 00°01'00" West a distance of 1015.59 feet, to the North line of Section 11; thence South 89°55'00" East along said North line, a distance of 428.91 feet, to the point of beginning, containing 10 acres, more or less.

Tract 2: S/2 NE/4 SW/4 SW/4, Section 13, Township 2 North Range 5 East;

SE/4,  
E/2 SW/4  
S/2 SW/4 SW/4  
SE/4 SW/4 SW/4, Section 13, Township 2 North, Range 5 East;

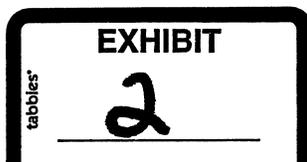
NE/4 SW/4 SW/4,  
West 16 acres of Lot 4, Section 18, Township 2 North, Range 6 East;

Lots 2 and 3,  
SE/4 NW/4  
NE/4 SW/4, Section 18, Township 2 North, Range 6 East; and

NE/4 NE/4, Section 24, Township 2 North, Range 5 East

Tract 3: S/2 SW/4 NW/4,  
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W/2 SE/4 NE/4, Section 24, Township 2 North, Range 5 East, containing 200 acres, more or less.

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line of said Section 30 a distance of 2551.65 feet; thence N 00°4'23" W a distance of 2545.48 feet; thence North 49°46'53" W a distance of 165.70 feet; thence N 00°3'19" E a distance of 2639.42 feet to the North quarter corner of said Section 30; thence N 90°00'00" E along the North line of said Section 30 a distance of 2640.00 feet to the point of beginning, containing 315.688 acres, more or less

Tract 5: N/2 NW/4 and SW/4 NW/4 and N/2 SE/4 NW/4 and N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 of Section 23, Township 2 North, Range 5 East

Tract 6: The NW/4 of NW/4 and N/2 of SW/4 of NW/4 of Section 24, Township 2 North, Range 5 East, LESS AND EXCEPT the following described tract: A tract of land located in the NW/4 of Section 24, Township 2 North, Range 5 East, Pontotoc County, Oklahoma, more particularly described as follows: Beginning at the Northwest Corner of said Section 24; thence North 89°33'18" East along the North line of said Section 24 a distance of 1328.0 feet; thence South 00°41'00" East a distance of 328.0 feet; thence South 89°33'18" West a distance of 1328.0 feet to a point on the West line of said Section 24; thence North 00°41'00" West a distance of 328.0 feet to the point of beginning, containing 10.0 acres, more or less

Tract 7: N/2 NW/4 NW/4 NW/4 and N/2 NE/4 NW/4 NW/4 of Section 24, Township 2 North, Range 5 East, **SURFACE INTEREST ONLY**

Tract 8: The SW/4 of SE/4 of NW/4 of Section 23, Township 2 North, Range 5 East, SURFACE INTEREST ONLY