

Doc# 1723017067 Fee \$64.00

KAREN A.YARBROUGH COOK COUNTY RECORDER OF DEEDS DATE: 08/18/2017 03:52 PM PG: 1 OF 14

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#### THIS DOCUMENT PREPARED BY:

E. Scot Dixon Vinson & Elkins LLP 1001 Fannin, Suite 2500 Houston, Texas 77002

Cook 6, 12 California, Ton), FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST (for California, Missouri, Montana, Nebraska, Nevada, New Mexico, Tennessee, Texas, Utah and Washington), CREDIT LINE DEED OF TRUST (Virginia), MORTGAGE (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Michigan, New Jersey, and Oklahoma) OPEN END MORTGAGE (for Ohio and Pennsylvania), DEED TO SECURE DEBT (Georgia), ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING **STATEMENT** 

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### **UNOFFICIAL COPY**

#### **BETWEEN:**

- BKEP CRUDE, L.L.C. (formerly known as SemGroup Energy Partners, L.L.C.), a Delaware limited liability company, Tax ID No.: 20-8536913, Organizational I.D. No. 4308197.
- **BKEP MATERIALS, L.L.C.** (formerly known as SemMaterials Energy Partners, L.L.C., a Delaware limited liability company), a Texas limited liability company, Tax ID No.: 26-1600597, Organizational I.D. No. 801211423,
- BKEP ASPHALT, L.L.C. (formerly known as SGLP Asphalt, L.L.C.), a Texas limited liability company, Tax ID No.: 27-0254808, Organizational I.D. No. 801105037.
- **BKEP PIPELINE, L.L.C.** (formerly known as BKEP Pipeline G.P., L.L.C. and SemPipe G.P., L.L.C.) a Delaware limited liability company, Tax ID No. 20-8682120, Organizational ID No. 4316627,
- BLUEKNIGHT MOTOR CARRIER LLC (formerly known as BKEP Field Services, L.L.C.), a Delaware limited liability company, Tax ID No. 27-3734226, Organizational ID No. 4887320
- BKEP SERVICES LLC, (formerly known as BKEP Field Services II, L.L.C.), a Texas limited liability company, Tax ID No. 27-4058173, Organizational ID No. 801344715,

on the one hand

**AND** 

DE CLORY WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT,

on the other hand

	(C)

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCEPT AS OTHERWISE PROVIDED BY LAW, A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES (OR CITIES) REFERENCED IN <u>SCHEDULE 1</u> HERETO AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES. AS A FIXTURE FILING. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE PEAL ESTATE AND IMMOVABLE PROPERTY CONCERNED.

THE INSTRUMENT AMENDED HEREBY CONTAINS INDEMNIFICATION PROVISIONS AND PROVISIONS LIMITING SECURED PARTY'S LIABILITY FOR NEGLIGENCE.

This FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST (for California, Missouri, Montana, Nebraska, Nevada, New Mexico, Tennessee, Texas, Utah, and Washington), CREDIT LINE DEED OF TRUST (Virginia), MORTGAGE (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Michigan, New Jersey, and Oklahoma) OPEN END MORTGAGE (for Ohio and Pennsylvania), DEED TO SECURE DEBT (Georgia), ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "First Amendment"), is dated to be effective as of May 11, 2017 (the "Effective Date"), and is by and between BKEP CRUDE, L.L.C. (formerly known as SemGroup Energy Partners, L.L.C.), a Delaware limited liability company, BKEP MATERIALS, L.L.C. (formerly known as SemMaterials Energy Partners, L.L.C., a Delaware limited liability company), a Texas limited liability company, BKEP ASPHALT, L.L.C. (formerly known as SGLP Asphalt, L.L.C.), a Texas limited liability company, BKEP PIPELINE, L.L.C. (Formerly known as BKEP Pipeline G.P., L.L.C. and SemPipe G.P., L.L.C.), a Delaware limited liability company. Blueknight Motor Carrier LLC, a Delaware limited liability company (formerly known as BKEP Field Services, L.L.C.), and BKEP SERVICES LLC, (formerly known as BKF) Field Services II, L.L.C.), a Texas limited liability company (collectively, as "Mortgagor"), the address for each of whom is 201 NW 10th, Suite 200, Oklahoma City, Oklahoma 73103, A'ın Chief Financial Officer, on the one hand, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent"), whose address is 1111 Fannin Street, Floor 10, Houston, Texas 77002-6925, on the other hand.

#### RECITALS

WHEREAS, Blueknight Energy Partners, L.P., a Delaware limited partnership ("Borrower"), has entered into that certain Amended and Resized Credit Agreement, dated as of June 28, 2013 (as amended prior to the date hereof, the "Executed Credit Agreement"), among Borrower, Administrative Agent, and the other agents and funders from time to time party thereto, pursuant to which the Lenders party thereto severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the obligations of the Loan Parties under the Existing Credit Agreement are secured by, among other things, that certain Amended and Restated Deed of Dust (for California, Missouri, Montana, Nebraska, Nevada, New Mexico, Tennessee, Texas, Utah, and Washington), Credit Line Deed of Trust (Virginia), Mortgage (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Michigan, New Jersey, and Oklahoma), Open End Mortgage (for Ohio and Pennsylvania), Deed to Secure Debt (Georgia), Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement, dated of even date with the Existing Credit Agreement (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Mortgage"), filed for record in the real property records of the respective jurisdictions as shown on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, Borrower has entered into that certain Second Amended and Restated Credit Agreement, dated as of May 11, 2017 (the "Second Amended and Restated Credit

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Agreement"), among Borrower, Administrative Agent, and the other agents and Lenders from time to time party thereto, pursuant to which the Existing Credit Agreement was amended and restated in its entirety (the Existing Credit Agreement as so amended and restated by the Second Amended and Restated Credit Agreement, and as the same may be further amended, restated, amended and restated, renewed, replaced, supplemented, consolidated, extended or increased in amount or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Borrower is a member of an affiliated group of companies that includes Mortgagor; and

WHF?EAS, Borrower and Mortgagor are engaged in related businesses, and Mortgagor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit. A greement; and

WHEREAS, Mortgagor has entered into that certain Second Amended and Restated Guarantee and Collatera! Agreement dated as of May 11, 2017, made by Borrower, Mortgagor and certain other Subsidiaries of Borrower in favor of Administrative Agent (as amended, supplemented, restated, amended; and restated, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, in light of the for going, Mortgagor and Administrative Agent desire to execute this First Amendment (the Existing Mortgage as supplemented and amended by this First Amendment, the "Mortgage") in order to amend the Existing Mortgage as more particularly set forth herein;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to make their respective extensions of credit to Borrawer under the Credit Agreement, the parties hereto have agreed and do hereby agree as follows:

- 1. <u>Amendments to Defined Terms in Existing Mortgage</u>. The following definitions set forth in the Existing Mortgage are hereby amended as follows:
  - a. Each reference in the Existing Mortgage to the "Credit Agreement" shall be deemed to refer to the "Credit Agreement" as defined in this First Amendment.
  - b. Each reference in the Existing Mortgage to the "Guarantee and Collateral Agreement" shall be deemed to refer to the "Guarantee and Collateral Agreement" as defined in this First Amendment.
- 2. Other Defined Terms. Terms used in this First Amendment and defined, either directly or by reference, in the Credit Agreement shall have the same meanings when used in this First Amendment unless otherwise defined in this First Amendment. Terms used in this First Amendment and defined, either directly or by reference, in the Existing Mortgage shall have the same meanings when used in this First Amendment unless otherwise defined in this First Amendment.

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- 3. Amendment to Section 1.3 of Existing Mortgage. Section 1.3 of the Existing Mortgage is hereby amended by deleting the references to "\$400,000,000", "June 28, 2018" and "\$500,000,000" in subclause (a)(i) therein and replacing such references with "\$450,000,000", "May 11, 2022" and "\$600,000,000", respectively.
- 4. <u>Amendment to Section 1.5 of Existing Mortgage</u>. Section 1.5(c) of the Existing Mortgage is hereby deleted in its entirety.
- 5. <u>Amendment to Section 1.19 of Existing Mortgage</u>. Section 1.19 of the Existing Mortgage is amended by deleting the reference to "June 28, 2018," and replacing such reference with "May 11, 2022."
- 6. Effect of Amendment. Except as expressly amended hereby, the Existing Mortgage shall remain in full force and effect with respect to all of the Property. Nothing in this First Amendment releases any right, claim, Lien, security interest or entitlement of Trustee or Administrative Agent (as the case may be) created by or contained in the Existing Mortgage or releases Mortgagor from any covenant, warranty or obligation created by or contained in the Existing Mortgage, and all covenants, warranties, obligations and other terms of the Existing Mortgage, as amended by previous amendments (if any) and as amended hereby, are applicable to all properties secured by the Mortgage.
- 7. Scope of Amendment. This First Amendment represents a supplemental deed of trust, credit line deed of trust, mortgage, open end mortgage, and deed to secure debt of both real and personal property, a supplemental assignment of leases and rents, a supplemental security agreement, a supplemental fixture filing, and a supplemental financing statement.
- 8. Effective as Fixture Filing and Financing Statement. This First Amendment shall be effective as a financing statement filed as a fixture filing with respect to all goods which are or are to become fixtures included within the Mortgaged Properties (as defined and described in the Existing Mortgage). This First Amendment shall also be effective as a financing statement covering all other property described in the Existing Mortgage with respect to which a financing statement must or may be filed in the mortgage or real/immovable property records of any county or parish in which the Mortgaged Properties are situated. This First Amendment is to be filed for record in the real property records of each county where any part of the Mortgaged Properties is situated. This First Amendment shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. The mailing address of Mortgagor is the address of Mortgagor set forth above in this First Amendment and the address of Administrative Agent from which information concerning the security interests hereunder may be obtained is the address of Administrative Agent as set forth above in this First Amendment.
- 9. Reproduction of Amendment as Financing Statement; Authorization to File. A carbon, photographic, facsimile or other reproduction of this First Amendment or of any financing statement relating to this First Amendment shall be sufficient as a financing statement for any purpose. Without limiting any other provision herein, Mortgagor hereby authorizes Administrative Agent to file, in any filing or recording office, one or more financing statements and any renewal or continuation statements thereof, describing the Mortgaged Properties.

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- 10. Ratification and Reconfirmation. The Existing Mortgage, and all of the liens, mortgages, assignments, grants, conveyances, security interests, and other interests created or granted therein, or evidenced thereby, are in each case hereby ratified, restated, adopted, confirmed, taken up, and renewed, except to the extent of any prior releases in writing by the Administrative Agent, or its predecessors, which were delivered to Mortgagor prior to the date hereof. All representations, warranties and covenants of Mortgagor in the Existing Mortgage are hereby repeated, remade and incorporated herein by this reference for the benefit of Administrative Agent on and as of the date hereof, except to the extent changed by the transactions contemplated by this First Amendment. This First Amendment is a modification of and not a novation of the Existing Mortgage. Mortgagor agrees that this First Amendment shall in no manner impair the Obligations or the liens and security interests securing their payment and performance, and that the Liens and security interests shall not in any manner be waived or circinished.
- of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of <u>Schedule 1</u> hereto that contains references to the Existing Mortgage as recorded in the applicable recording jurisdiction(s) in which a particular counterpart is to be recorded. All of such counterparts together shall constitute one and the same instrument. Complete copies of this First Amendment, containing the entire <u>Schedule 1</u>, have been retained by Mortgagor and Administrative Agent. The parties hereby agree that separate counterparts to this First Amendment may be executed by Mortgagor and Administrative Agent, and the parties authorize Administrative Agent or its agent: to create a master instrument from the separate counterparts.
- 12. <u>Successors and Assigns</u>. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Administrative Agent, Trustee, the Secured Parties and their respective successors and assigns. All references in this First Amendment to Mortgagor, Trustee or Administrative Agent shall be deemed to include all such successors and assigns.
- REGARDING THE CREATION, VALIDITY, PERFECTION, AND ENFORCEMENT, INCLUDING, WITHOUT LIMITATION, FORECLOSURE OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE REQUIREMENTS OF LAW OF THE RESPECTIVE STATES IN WHICH THE MORTGAGED PROPERTIES ARE LOCATED. ALL OTHER PROVISIONS OF THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR, ADMINISTRATIVE AGENT, TRUSTEE, AND/OR THE SECURED PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE REQUIREMENTS OF LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT THAT THIS FIRST AMENDMENT APPLIES TO ANY REAL PROPERTY INTERESTS LOCATED IN A PARTICULAR STATE, THIS FIRST AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN

ACCORDANCE WITH AND GOVERNED BY THE REQUIREMENTS OF LAW OF SUCH STATE WITH RESPECT TO THE FOLLOWING MATTERS: (1) WHETHER ANY TRANSACTION RELATING TO THIS FIRST AMENDMENT TRANSFERS OR CREATES AN INTEREST IN SUCH REAL PROPERTY FOR SECURITY PURPOSES OR OTHERWISE; (2) THE NATURE OF AN INTEREST IN SUCH REAL PROPERTY THAT IS TRANSFERRED OR CREATED BY ANY TRANSACTION RELATING TO THIS FIRST AMENDMENT; (3) THE METHOD FOR FORECLOSURE OF A LIEN ON SUCH REAL PROPERTY; (4) THE NATURE OF AN INTEREST IN SUCH REAL PROPERTY THAT RESULTS FROM FORECLOSURE; OR (5) THE MANNER AND EFFECT OF RECORDING OR FAILING TO RECORD EVIDENCE OF ANY TRANSACTION RELATING TO THIS FIRST AMENDMENT THAT TRANSFERS OR CREATES AN INTEREST IN SUCH REAL PROPERTY.

Agreement and shall, or less otherwise expressly indicated therein, be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement. Except as specifically provided for in this First Amendment (i) the Existing Mortgage and the Liens and security interests created thereby shall remain in full force and effect, and (ii) nothing contained in this First Amendment shall be deemed to be, or construed as, a waiver of any terms, conditions or provisions of the Existing Mortgage, or as a waiver of any other term, condition or provision of any other Loan Document or Existing Loan Document.

[Signature Pages Follow]

IN WITNESS WHEREOF, Mortgagor, acting by and through its duly authorized officer, has executed this First Amendment on the date of its acknowledgment, effective as of the Effective Date.

> BKEP CRUDE, L.L.C. (formerly known as SemGroup Energy Partners, L.L.C.), a Delaware limited liability company

#### **BKEP MATERIALS, L.L.C.**

(formerly known as SemMaterials Energy Partners, L.L.C., a Delaware limited liability company), a Texas limited liability company

BKEP ASPHALT, L.L.C. (formerly known as SGLP Asphalt, L.L.C.), a Texas limited liability company

DOOP OF COOP BKEP PIPELINE, L.L.C. (formerly known as BKEP Pipeline G.P., L.L.C. and SemPipe G.P., L.L.C.), a Delaware limited liability company

**ELUEKNIGHT MOTOR CARRIER LLC** (formerly known as BKEP Field Services, L.L.C.), a Delaware limited liability company

BKEP SERVICES LLC, (formerly known as BKEP Field Services II, L.L.C.), a Texas limited liability company

Bv:

Chief Financial Officer and Alex G. Stallings Secretary of each of the above entities

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## ACKNOWLEDGMENT (MORTGAGOR)

STATE OF OK/A hom A	Ş
COUNTY OF TUISA	Ę Ę

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this \_\_6\_\_ July, 2017, there personally appeared before me: Alex G. Stallings, Chief Financial Officer and Secretary of each of BKEP CRUDE, L.L.C. (formerly known as SemGroup Energy Partners, L.L.C.), a Delawale limited liability company, BKEP MATERIALS, L.L.C. (formerly known as SemMaterials Energy Partners, L.L.C., a Delaware limited liability company), a Texas limited liability company, BKEF ASPHALT, L.L.C. (formerly known as SGLP Asphalt, L.L.C.), a Texas limited liability company, BKEP PIPELINE, L.L.C. (formerly known as BKEP Pipeline G.P., L.L.C. and SemPipe G.F., L.L.C.), a Delaware limited liability company, BLUEKNIGHT MOTOR CARRIER LLC (formerly known as BKEP Field Services, L.L.C.) a Delaware limited liability company, and BKEP SERVICES LLC, (formerly known as BKEP Field Services II, L.L.C.), a Texas limited liability company, each such limited liability company being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of each said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of TUISA, TUISA County, OKIAhom?

JANE MCCOY

SEAL Notary Public
State of Oklahoma

Commission # 11005667 Expires 08/23/19

NOTARY PUBLIC, in and for the State of OK/a hom n
residing at TUISM, TUISM, County,
OKIN-hom n

Printed Name: JANE MCCOY

My commission expires: 6-23-79

My commission number: 1/005667

[SEAL]

Signature Page to Multistate Mortgage Amendment

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#### **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Administrative Agent, acting by and through its duly authorized officer, has executed this First Amendment on the date of its acknowledgment, effective as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:\_\_

Name: David C. Brooks

Title: Director

ACKNOWLEDGMENT (ADMINISTRATIVE AGENT)

STATE OF TEXAS

§ §

**COUNTY OF DALLAS** 

BE IT REMEMBERED THAT I the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take aconowledgments, hereby certify that, on this 13 day of July, 2017, there personally appeared be one me: David C. Brooks, Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, a national banking association, such national banking association being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said national banking association, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and oif.cial seal in the City of Dallas, Dallas County, Texas.

NOTARY PUBLIC, in and for the State of Texas residing at Dallas, Dallas County, Texas

CARMEN REYNA
Notary Public, State of Texas
My Commission Expires
October 30, 2018

Printed Name:\_\_\_

rmen laegna

My commission expires: Octor

My commission number: 1243

12437878-9

[SEAL]

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#### **SCHEDULE 1**

Amended and Restated Deed of Trust (for California, Missouri, Montana, Nebraska, Nevada, New Mexico, Tennessee, Texas, Utah and Washington), Credit Line Deed of Trust (Virginia), Mortgage (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Michigan, New Jersey, and Oklahoma) Open End Mortgage (for Ohio and Pennsylvania), Deed to Secure Debt (Georgia), Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement from BKEP Crude, L.L.C., BKEP Pipeline, L.P., BKEP Materials, L.L.C., BKEP Asphalt, L.L.C., BKEP Pipeline, L.L.C., BKEP Field Services, L.L.C., and BKEP Services, LLC in favor of Wells Fargo Bank, National Association, as Administrative Agent, dated as of June 28, 2013, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Pulaski County, AR	Instrument No. 2013048817	7/2/13
San Bernardino County, CA	Document No. 2013-0318625	7/22/13 .
Adams County, CO (Denver CO)	Instrument No. 2013000062436	7/19/13
Adams County, CO (Denver K)	Instrument No. 2013000062424	7/19/13
Mesa County, CO	Book 5502, Page 840	7/17/13
Pueblo County, CO	Instrument # 1947815	7/2/13
Chatham County, GA	Book 385 V, Page 501	7/2/13
Ada County, ID	Instrument No. 113073809	7/1/13
Cook County, IL	Instrument No. 1318434039	7/3/13
Peoria County, IL	Instrument # 201301 (928	7/3/2013
Kosciusko County, IN	Instrument No. 2013070067	7/1/13
Butler County, KS	Book 2013, Page 24049	7/31/13
Ellis County, KS	Book 832, Page 369	8/6/13
Ford County, KS	Book M425, Page 754	8/5/13
Harper County, KS	Book 136, Page 333	8/2/13
Harvey County, KS	Book 628, Page 125	7/5/2013
Kiowa County, KS	Book M80, Page 1	7/31/13
Meade County, KS	Book 140, Page 108	7/30/13
Morton County, KS	Book 174, Page 259	7/30/13
Saline County, KS	Book 1270, Page 213	8/2/13
Bay County, MI	Liber 2972, Page 510	7/1/13
City of St. Louis, MO	Book 7032013, Page 149	7/3/13

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JURISDICTION	FILING INFORMATION	FILE DATE
New Madrid County, MO	Book 2013, Page 1742	7/12/13
Pettis County, MO	Instrument No. 2013-3565	7/3/13
Yellowstone County, MT	Instrument # 3674001	7/3/13
Hall County, NE	Instrument No. 201305319	7/2/13
Camden County, NJ	File No. 2013063245	8/8/13
Clark County, NV	Instrument No. 201308190001028	8/19/13
Franklin Councy, OH	Instrument No. 201307010110170	7/1/13
Beaver County, O.	Instrument No. 2013-002214	7/3/13
Canadian County, OK	Book 4035, Page 651	7/2/13
Carter County, OK (Pipelines)	Book 5725, Page 242	7/2/13
Carter County, OK (Ardmore)	Book 5725, Page 1	7/2/13
Cleveland County, OK	Document No. 2013-25934 (refiled as Doc. No. 2013-34552)	7/1/13 (refiled 8/16/13)
Comanche County, OK	Book o986, Page 136	7/2/13
Creek County, OK	Book 856 Page 1	7/2/13
Garfield County, OK	Book 2146, Fage 876	7/24/13
Garvin County, OK	Book 2022, Page 519	7/3/13
Kay County, OK	Book 1613, Page 166	7/2/13
Kingfisher County, OK	Book 2604, Page 69	7/2/13
Lincoln County, OK	Book 2062, Page 188	7/5/13
McClain County, OK	Book 2116, Page 751	7/2/13
Major County, OK	Book 1844, Page 649	7/2/13
Murray County, OK	Book 1132, Page 194	7/2/13
Muskogee County, OK	Book 4343, Page 18	7/9/13
Okfuskee County, OK	Book 1129, Page 251	7/3/13
Pawnee County, OK	Book 726, Page 656	7/3/13
Payne County, OK	Book 2112, Page 326	7/12/13
Pottawatomie County, OK	Instrument No. 201300011135	7/2/13
Rogers County, OK (Catoosa Port 33)	Book 2338, Page 567	7/2/13
Rogers County, OK (Catoosa Frontier)	Book 2338, Page 664	7/2/13

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JURISDICTION	FILING INFORMATION	FILE DATE
Rogers County, OK (Koch)	Book 2338, Page 760	7/2/13
Seminole County, OK	Book 3600, Page 1	7/3/13
Stephens County, OK	Book 4569, Page 195	7/3/13
Texas County, OK	Book 1272, Page 456	7/2/13
Berks County, PA	Instrument No. 2013028284	7/3/13
Decatur County, TN	Book 285, Page 782	7/8/13
Shelby County, TN (Channel Ave.)	Instrument No. 13081210	7/5/13
Shelby County, T.J	Instrument No. 13081211	7/5/13
Andrews County, TX	Volume 1075, Page 376	7/10/13
Lubbock County, TX	Instrument No. 2013026540	7/1/13
Midland County, TX	Instrument No. 2013-15501	7/1/13
Moore County, TX	Book 732, Page 1	7/8/13
Potter County, TX	in strument # 1239233	7/1/2013
Tarrant County, TX	Instrument No. D213178725	7/10/13
Travis County, TX	Instrument # 2013121317	7/1/2013
Upton County, TX	Volume 895, Page 629	7/2/13
Davis County, UT (Woods Cross)	Book 5803, Page 53	7/3/13
Davis County, UT (Salt Lake)	Book 5803, Page 159	7/3/13
Newport News, VA	Instrument No. 1300125 /3	7/3/13
Franklin County, WA	Instrument # 1802697	7/5/13
Spokane County, WA (Spokane Valley)	Instrument # 6224563	7/2/2013
Spokane County, WA (Spokane Hillyard)	Instrument # 6224568	7/2/2013