

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
FirsTitle & Abstract Services, LLC 4500 W Houston Street Broken Arrow, OK 74012 Main Phone: (918) 250-1641	Escrow Officer: Dawn Peek FirsTitle & Abstract Services, LLC 4500 W Houston Street Broken Arrow, OK 74012 Phone: (918) 615-6832 Main Phone: (918) 250-1641 Email: Dawn.Peek@firstitle.com

Date Prepared: April 19, 2024

/ /

APN: 6906 and 5739

Order Number: 3062401694

Property Address: TBD, Broken Arrow, OK 74014

SCHEDULE A

1. Commitment Date: April 8, 2024 at 05:01 PM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Sunset at Broken Arrow LLC

Proposed Amount of Insurance: \$577,314.62

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

(Title acquired by virtue of General Warranty Deed dated March 5, 2024, filed March 6, 2024 as Book 2952, Page 72, Document Number 2024-2662.)

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

City of Broken Arrow, a Municipal Corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Lot One (1), Block One (1), Conditional Plat of SUNSET AMPHITHEATER, a part of the Northwest Quarter (NW/4) of Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. ~~1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.~~
2. ~~2. Pay the agreed amount for the estate or interest to be insured.~~
3. ~~3. Pay the premiums, fees, and charges for the Policy to the Company.~~
4. ~~4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.~~

General Warranty Deed from City of Broken Arrow to Sunset at Broken Arrow LLC.

5. ~~5. An affidavit of Owner that there are no unpaid bills or labor or materials furnished to the property within the past four months.~~
6. An Affidavit of Purchaser that there are no unpaid bills for labor or materials furnished to the Company within the past four months.
7. An Affidavit of Owner that he has no knowledge or not been advised of any taxes or special assessments being levied against the property which would constitute a lien, other than those of record.
8. ~~8. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk with respect to the owners of the property, stating that no financing statements for fixtures or personal property have been filed which statements might constitute a lien on said property.~~
Clear UCC in file
9. Company requires any documentation not prepared by FirsTitle & Abstract Services, LLC or their affiliated companies, be provided for review by the examining attorney at least 24 hours prior to closing.
10. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer of said property to insure nothing adverse has been filed of record.
11. A survey acceptable to the Company showing the boundary lines of the property, location of dwelling, easements and building lines, sufficient to determine encroachments, overlaps or boundary line disputes.
12. Re-Certification of the Abstract of Title covering the subject property as necessary to comply with Rule 365:20-3-2 adopted by the Oklahoma State Insurance Commissioner. The abstract must be certified within one hundred eighty (180) days of the effective date of any policy or policies issued pursuant hereto.
13. ~~13. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.~~
to be executed by buyer @ closing
14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
15. ~~15. Require that the records of the U.S. District Court and the U.S. Bankruptcy Court be checked insofar as the~~
Clear FCC in file

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ALTA Commitment for Title Insurance (07/01/2021)

SCHEDULE B, PART I - Requirements
(continued)

titleholders are concerned to determine that nothing adverse has been filed of record.

16. Appear of Record is a Deed of Dedication and plat of SUNSET AMPHITHEATER, dated March 5, 2024, filed March 6, 2024, as Document No. 2024-2697 and recorded in Book 2952, Page 182; and General Warranty Deed executed by Broken Arrow Economic Development Authority in favor of City of Broken Arrow, dated March 5, 2024, filed March 6, 2024, as Document No. 2024-2662, and recorded in Book 2952, Page 72. The Plat and Dedication is Not Properly executed.

Obtain and record a Ratification of Plat and Dedication from the City of Broken Arrow, a municipal Corporation.

17. The abstract reflects Warranty Deed executed by Lon T. Jackson, Jr., a single person to Lon T. Jackson, Jr., Trustee of the Lon T. Jackson, Jr., Living Trust dated September 16, 1998, filed December 29, 1998, in Book 1023, Page 705 in the Office of the Wagoner County Clerk, which appears to be a Stray Instrument.

Require an Affidavit of Stray Instrument be executed by the record owner(s) and same be filed of record in the Office of the Wagoner County Clerk.

18. *to be executed by Seller at closing*
Require (1) obtain a written estimate for the 2024 ad valorem taxes from the County Treasurer and/or County Assessor, which must account for any increase in taxes due to the passage of time and/or the increase in value of the Property, and (2) properly distribute the 2024 ad valorem taxes pursuant to the contract of the parties.

19. *In File*
Show satisfactory proof that construction was not started prior to recordation of the insured mortgage.

20. Furnish proof of payment to the Rural Water District No. 4, Wagoner County that all service charges for water, sewer and/or waste have been paid current.

21. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Sunset Amphitheater Property Owners Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: City of Broken Arrow

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the

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SCHEDULE B, PART I - Requirements
(continued)

requested documentation.

23. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Sunset at Broken Arrow LLC

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defect, liens, encumbrances, adverse claims or other matters, if any, created, first appear king in the public records or attaching subsequent to the effective date hereof but prior to the date of he proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem taxes for 2024, and subsequent years which are not ascertainable, due or payable.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Statutory right of way along section line boundary.
11. Arising from the proposed Insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.

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SCHEDULE B, PART II - Exceptions
(continued)

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Deed of Dedication and plat of SUNSET AMPHITHEATER recorded on March 5, 2024, as Document No. 2024-2697.
13. Order in The United States Court for the Indian Territory Court Western Judicial District Court Case No. 317, Styled in the Matter of the Application of Missouri, Kansas & Texas Railway Company for the appointment of referees to determine and appraise all compensation and Damages to be paid for Land Property and improvements to be appropriated and condemned for Right of Way for Spur Tract to Wear Company's Mines, dated May 18, 1905, in Vol 89, Page 267
14. Right of Way in favor of Missouri, Kansas & Oklahoma Railroad Company recorded in Vol 135, Page 298.
15. Right of Way in favor of Missouri, Kansas & Oklahoma Railroad Company recorded in Vol. 135, Page 299.
16. Right of Way Easement in favor of Public Service Company of Oklahoma recorded in Book Vol. 502, Page 499.
17. Order to Enlarge the Purposes and Powers of Rural Water District No. 4, in Wagoner County, Oklahoma recorded in Book 662, Page 539.
18. Easement Deed in favor of US Sprint Communications recorded in Book 719, Page 460.
19. Underground Right of Way Easement in favor of Public Service Company of Oklahoma recorded in Book 818, Page 95.
20. Right of Way Easement in favor of Wagoner County Rural Water District No. 4 recorded in Book 928, Page 757.
21. Notice of Pendency of Action recorded in Book 1034, Page 812; Journal Entry of Judgement in Wagoner County District Court Case No. CJ-99-204, Styled in the Matter of Oklahoma Transportation Authority, formerly Oklahoma Turnpike Authority, Plaintiff Vs. Keel Investment Company, Ltd, et al., Defendants, dated July 20, 2001, Filed July 20, 2001, in Book 1153, Page 125.
22. Easement Deed By Court Order in Settlement of Landowner Action in The Western District of Oklahoma District Court Case No. CIV-11-1475-W, Styled in the Matter of Connie L. Weathers, et al., Plaintiffs vs. Sprint Communications Company L.P, et al., Defendants, filed August 19, 2013, as Document No. 2013-10710 and recorded in Book 2106, Page 507.

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SCHEDULE B, PART II - Exceptions
(continued)

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING EXCEPTIONS

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanic's or materialmen's liens.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

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