

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
AMERICAN EAGLE TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, American Eagle Title Insurance Company, a Oklahoma corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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Commitment for Title Insurance (07-01-2021)



2607-0002-57

- 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.

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Commitment for Title Insurance (07-01-2021)



2607-0002-57

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- 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.

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Commitment for Title Insurance (07-01-2021)



2607-0002-57

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 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>.

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Commitment for Title Insurance (07-01-2021)



2607-0002-57

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

Issuing Agent: American Eagle Title Group, LLC
Issuing Office: 7306 South Lewis Avenue, Tulsa, OK 74136
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 2607-0002-57
Issuing Office File No.: 2607-0002-57
Property Address: 1403 N Maple, Sand Springs, OK 74063

SCHEDULE A

1. Commitment Date: August 1, 2026 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (2021 v 01.00 A 07 01 2021)
Proposed Insured: A natural person or legal entity acceptable to the company
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (2021 v 01.00 A 07-01-2021)
Proposed Insured: A natural person or legal entity acceptable to the company
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

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

1403 NORTH MAPLE AVE LLC
by virtue of General Warranty Deed recorded February 9, 2022 as Document 2022014099. (Entry 52, Supp)
5. The Land is described as follows:

Lot Four (4), Block (2), NOTTINGHAM FOREST ESTATES, a Subdivision in Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

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Commitment for Title Insurance (07-01-2021)
Schedule A



2607-0002-57

SCHEDULE A

(Continued)

Buffalo Land Title.

Christie Getchell

Christie Getchell, License No. 3000382367

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Commitment for Title Insurance (07-01-2021)
Schedule A



2607-0002-57

ALTA COMMITMENT FOR TITLE INSURANCE
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AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

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. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
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.
5. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
6. 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 to the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
7. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
8. Pay the premiums, fees and charges for the Policy to the Company.
9. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
10. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
11. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B-Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Oklahoma Minimum Standards for Land Surveying as set for the by Oklahoma State Board of Licensure for Professional Engineers and Surveyors.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



2607-0002-57

SCHEDULE B, PART I

(Continued)

12. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - (1) Warranty Deed from 1403 NORTH MAPLE AVE LLC, executed by the Manager, vesting fee simple title in A natural person or legal entity acceptable to the company.
 - (2) Mortgage from A natural person or legal entity acceptable to the company, stating marital status and joined by spouse, if any, securing your loan.
13. Obtain and file in the County records a release regarding a Mortgage executed by 1403 NORTH MAPLE AVE LLC in favor of Jose Soares recorded in the County records under Document # 2022014100 on February 9, 2022 in the amount of \$200,000.00. (Entry 54, Supp)
14. We require payment of the 2023, 2024 and 2025 Ad Valorem taxes which are all shown delinquent.
15. Obtain a file-stamped Dismissal with Prejudice of Tulsa County District Court Case No. CJ-2025-713, styled Jose Soares v. 1403 NORTH MAPLE AVE LLC, et al, as to the subject property. (Entry 63, Supp)
16. Obtain a file-stamped Release of Judgment of Tulsa County District Court Case No. CJ-2025-713, styled Jose Soares v. 1403 NORTH MAPLE AVE LLC, et al. (Entry 186, Supp)
17. Submit for review and possible further requirements, copies of the Operating Agreement for 1403 NORTH MAPLE AVE LLC, filed in the Secretary of State's Office, and all amendments or corrections thereto, including documents evidencing appointment of managers for the purpose of execution of documents.
18. Obtain a Uniform Commercial Code search as to 1403 NORTH MAPLE AVE LLC and have any liens that are found terminated by the secured party.
19. Affidavit of Special Assessment executed by seller(s), mortgagor(s) that no special Assessments are due and owing to the city or town in which the subject property is located. In the alternative, a lien affidavit that includes the aforementioned language will be acceptable.
20. As of November 1, 2023, Oklahoma law, pursuant to 60 O.S. § 121, requires that an affidavit, promulgated by the Oklahoma Attorney General's office, be included as an exhibit to EVERY deed by each person or entity acquiring title to real property. If there are multiple parties acquiring title to an interest in real property, a SEPARATE affidavit must be executed by each grantee. Obtain and record properly executed affidavits in compliance with this law as part of your closing.
21. Have abstract brought to date if documents are not recorded within 180 days of August 1, 2026 at 07:59am which is the date last certified.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



2607-0002-57

SCHEDULE B, PART I

(Continued)

"Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities."

CLOSING INFORMATION NOTE: We require all monies deposited with us for closing, including lender's funds, to be in the form of a cashier's check or wire transfer. If any payments at closing are required to be made by wire transfer, then all monies delivered to us for closing must be in the form of bank wire transfer(s) of immediately available funds. The above applies to all closings unless other specific arrangements are made in advance of closing. Due to the wide variances in banking practices and lack of control over the timing in which checks presented for payment are cleared through the banking system, we cannot accept financial responsibility for delays in the clearing of funds through our escrow account.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



2607-0002-57

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part-1 Requirements are met.
3. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
4. Liens that affect the title to the estate or interest shown in Schedule A, but that are subordinate to the lien of the insured mortgage.
5. Any adverse matters which would be disclosed by a judgement search on the within named insured.
6. 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.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Rights or claims of parties in possession of the described property that are not shown by public records or the examined abstract.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



2607-0002-57

SCHEDULE B, PART II

(Continued)

9. Easements, or claims of easements, not shown by the public records, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
10. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured. (this will appear on Owner's Policy only)
11. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
12. **Special assessments or dues owed thereunder, if any, levied by Sand Springs, Oklahoma.**
13. **Easements and building lines as reflected on Plat #4238. (Entry 3)**
14. **Underground Right of Way Easement in favor of Public Service Company of Oklahoma recorded April 12, 1983 in Book 4683, Page 70. (Entry 498, Base)**
15. **Easements, covenants, conditions, and restrictions as set forth in the Plat, Owner's Certificate of Deed of Dedication for Nottingham Forest Estates recorded July 29, 1982 as Plat #4238; Declaration of Covenants, Conditions, and Restrictions recorded July 29, 1982 in Book 4628, Page 229. (Entry 461, 466)**

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Schedule BII



2607-0002-57