



Addenda

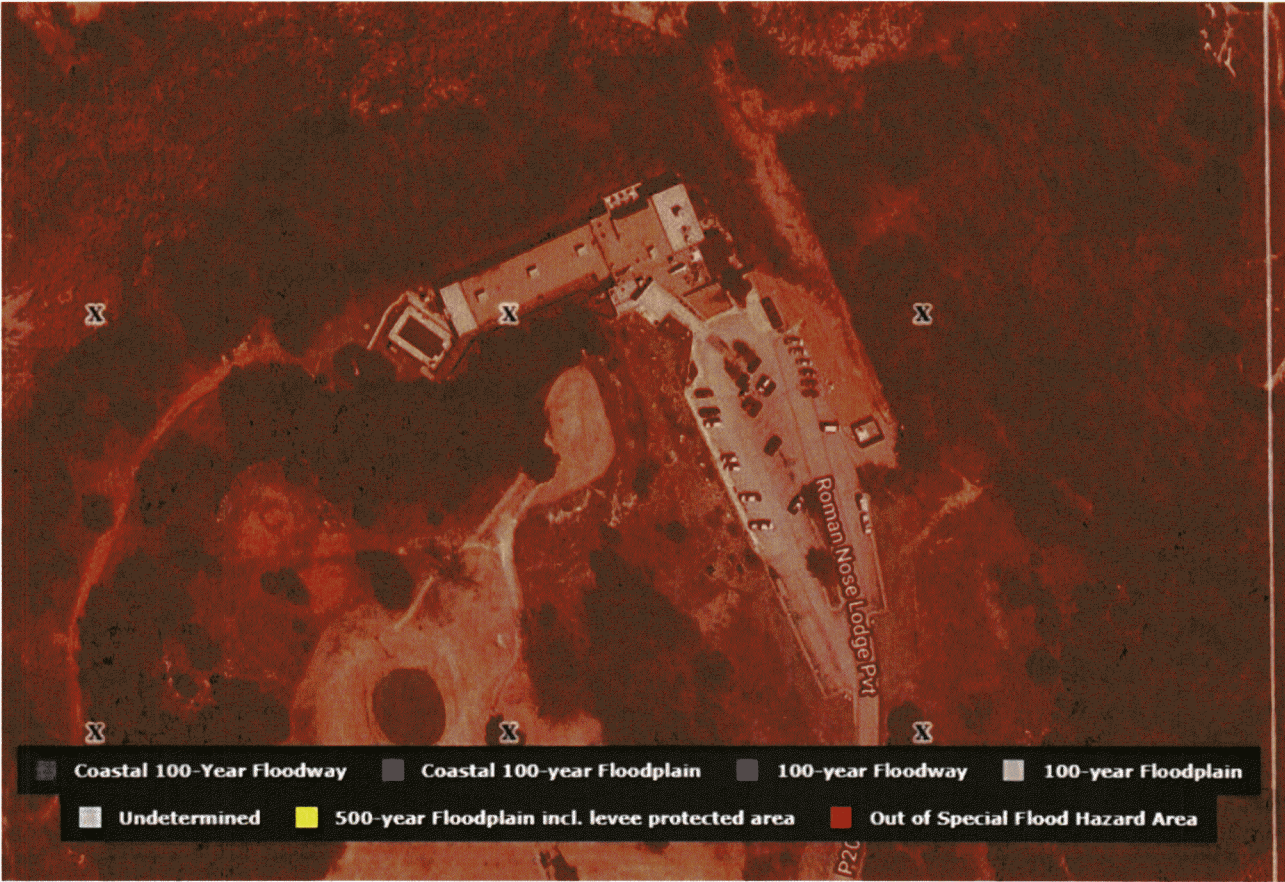
Subject Location in Section 24-T17N-R12W, Blaine Co., OK



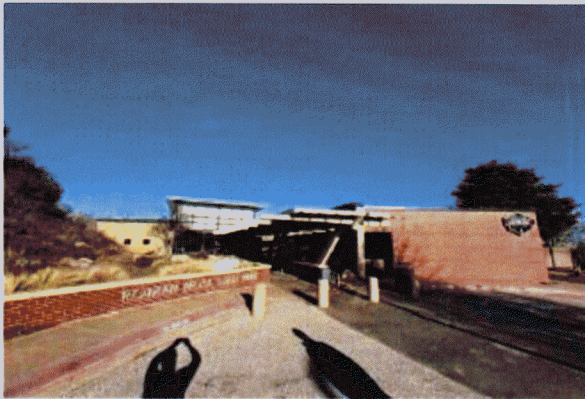
Subject Aerial



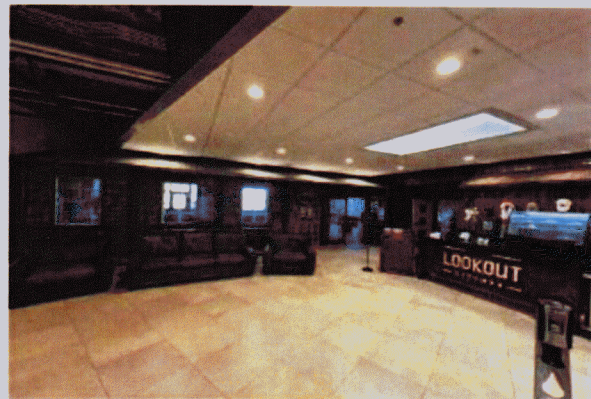
Subject Flood Map



Subject Pictures Taken 1/25/2024 by R.D. Grace



Park Office Exterior



Restaurant Entrance



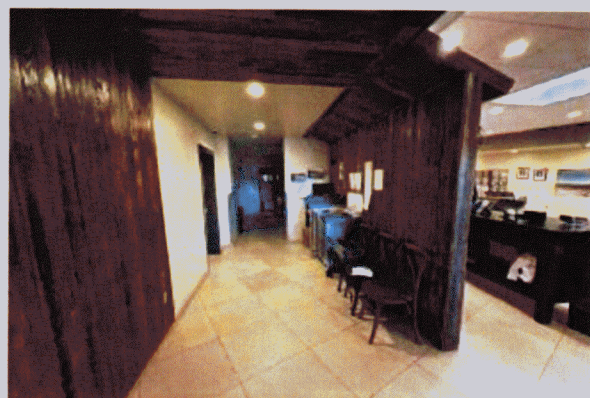
Dining Room Enclosed by Swadleys



Open Patio



Dining Room Fireplace



Server Alley



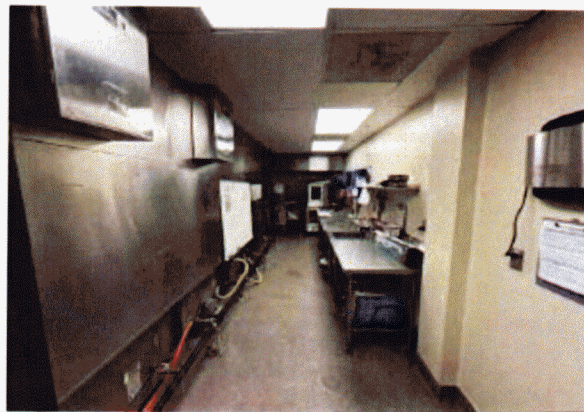
New Hood via Swadleys



Cook Line



Server Line



Prep Line



Existing Coolers



Office w/ New Flooring from Swadleys



Prep Area

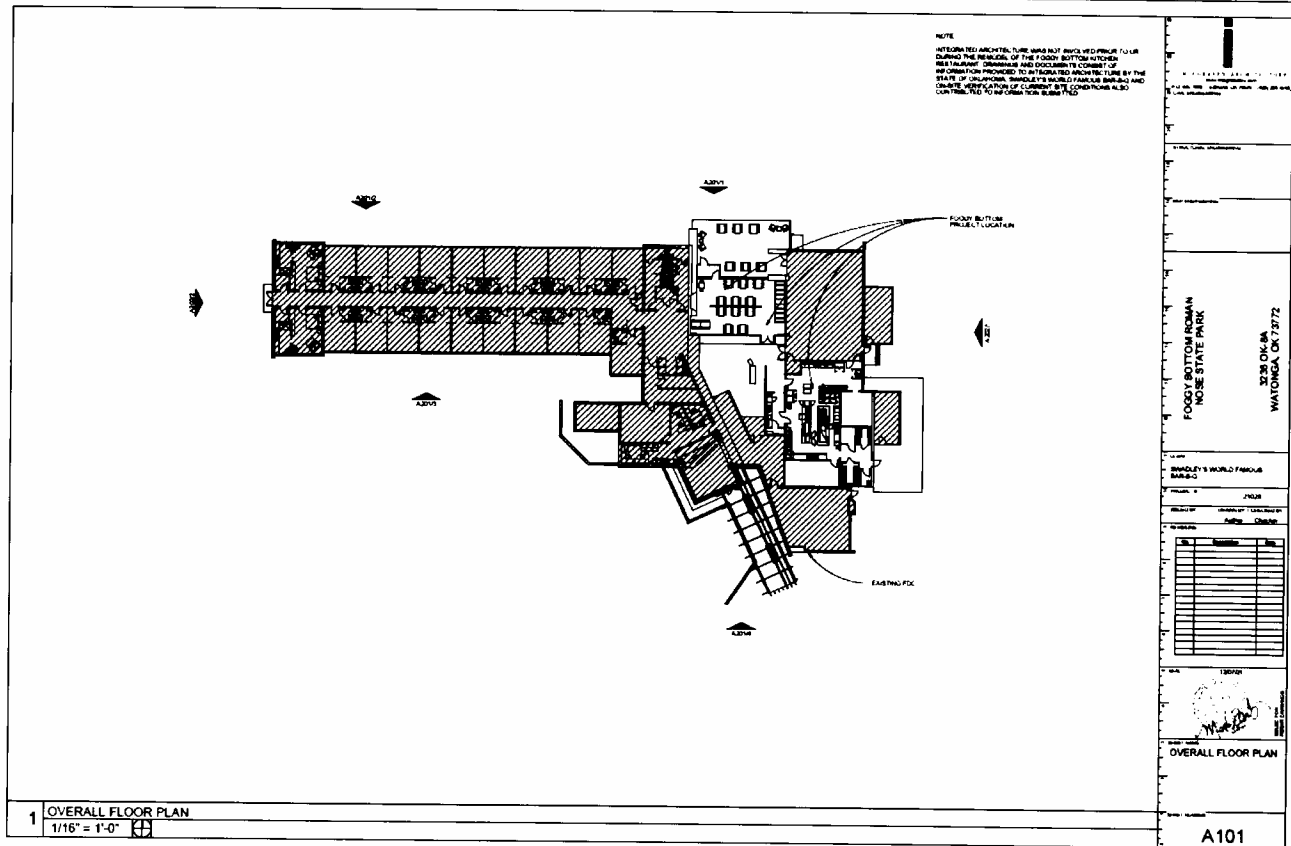


Beverage Station

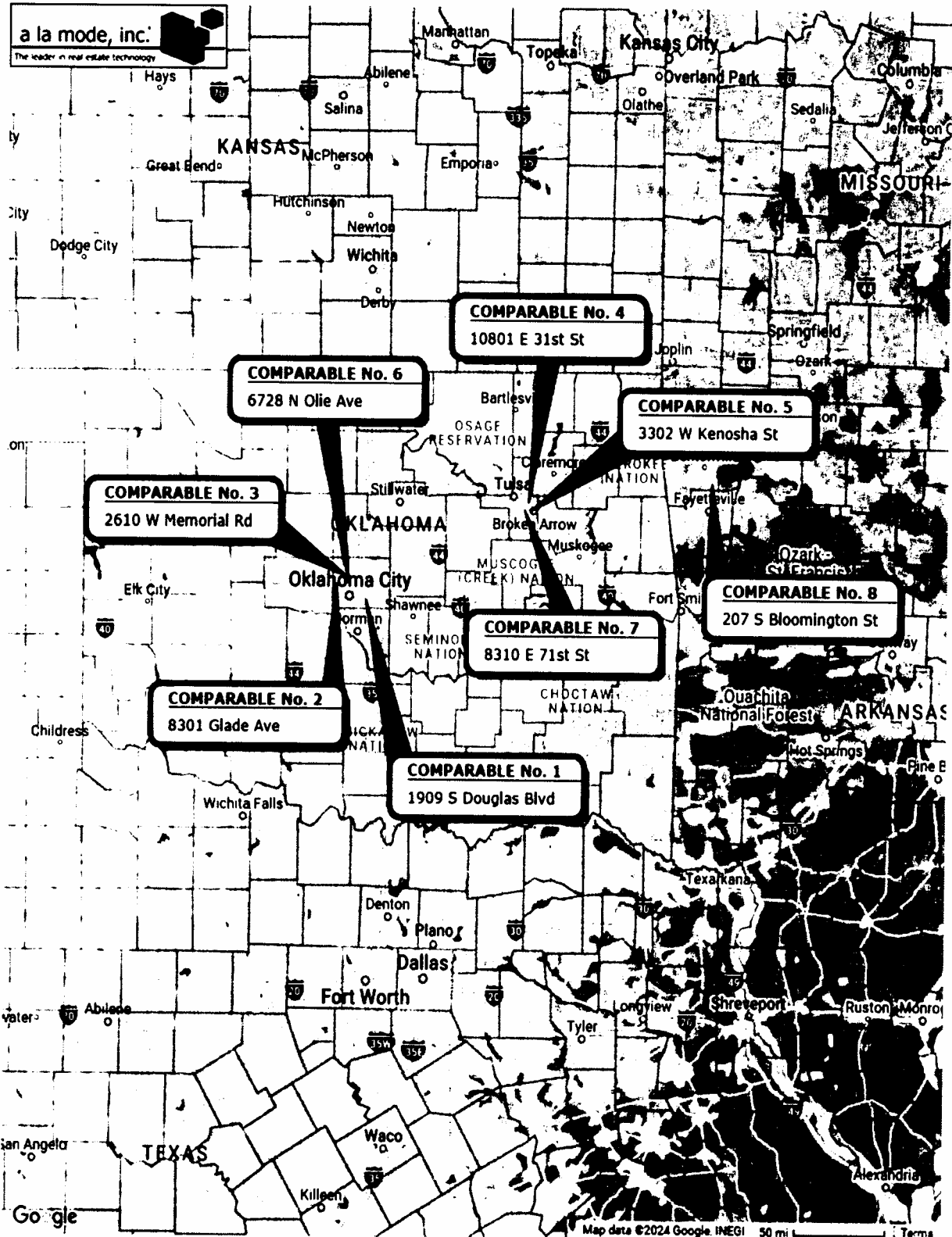


Restrooms Not Altered by FBK

Building Sketch as Provided by the Client



Comparable Sales Map



Comparable Sale #1

1/19/2024

www.countyassessor.info
Oklahoma County Records [OK]

Owner Information
J LOU PROPERTIES LLC
1 NE 7TH ST

OKLAHOMA CITY, OK 73104

Property Address
1909 S DOUGLAS BLVD

Building No.
1
Account Number
R150210310

Sub Name: UNPLTD PT SEC 11 11N 2W
Lot: 000 **Block:** 000
Area Name: 11N-2W
Section: 11 **Township:** 11N **Range:** 02W

Building Elements

Type: Commercial
Style: Restaurant
Design: Restaurant
Quality: Average **Interior Finish:** N/A
Condition: N/A
Roof: Gable **Preformed Metal:**
Exterior Wall: Metal Siding **N/A:**
Foundation: N/A **Fireplace:** N/A
Heat: Complete HVAC **Air:** N/A
Beds: 0 **Baths:** 0 **Total Rooms:** 0
Garage: N/A **Garage SF:** 0
Porch: N/A **Porch SF:** 0
Basement: N/A **Basement SF:** 0
Year Built: 1998 **Eff Year Built:** 2001 **Year Remodeled:** 0
Square Footage: 7982

Taxable Market		Assessed Value
Land	\$411510	\$45266
Improved	\$684990	\$75349
Mobile	\$0	\$0
Total	\$1096500	\$120615
	Exemptions	\$0
School District	552	Net Assessed \$120615
School Levy	\$117.71	Estimated Taxes \$14197.59

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20221215	1100000	15351/894	137.81
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20221013	0	15295/440	0
Grantor:			

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20210915	1200000	14913/810	150.34
Grantor:			

Land Information

Land Use:	Acres	SF	Width	depth
Commercial	0	94600	0	0
Description: SF				

Mobile Home Information

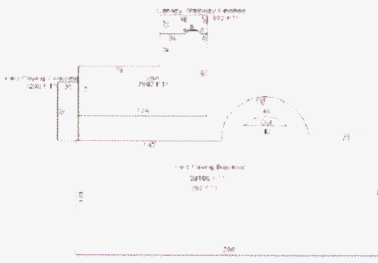
Serial No.:
Make:
Tag No.: LxW 0 x 0

Commercial Elements

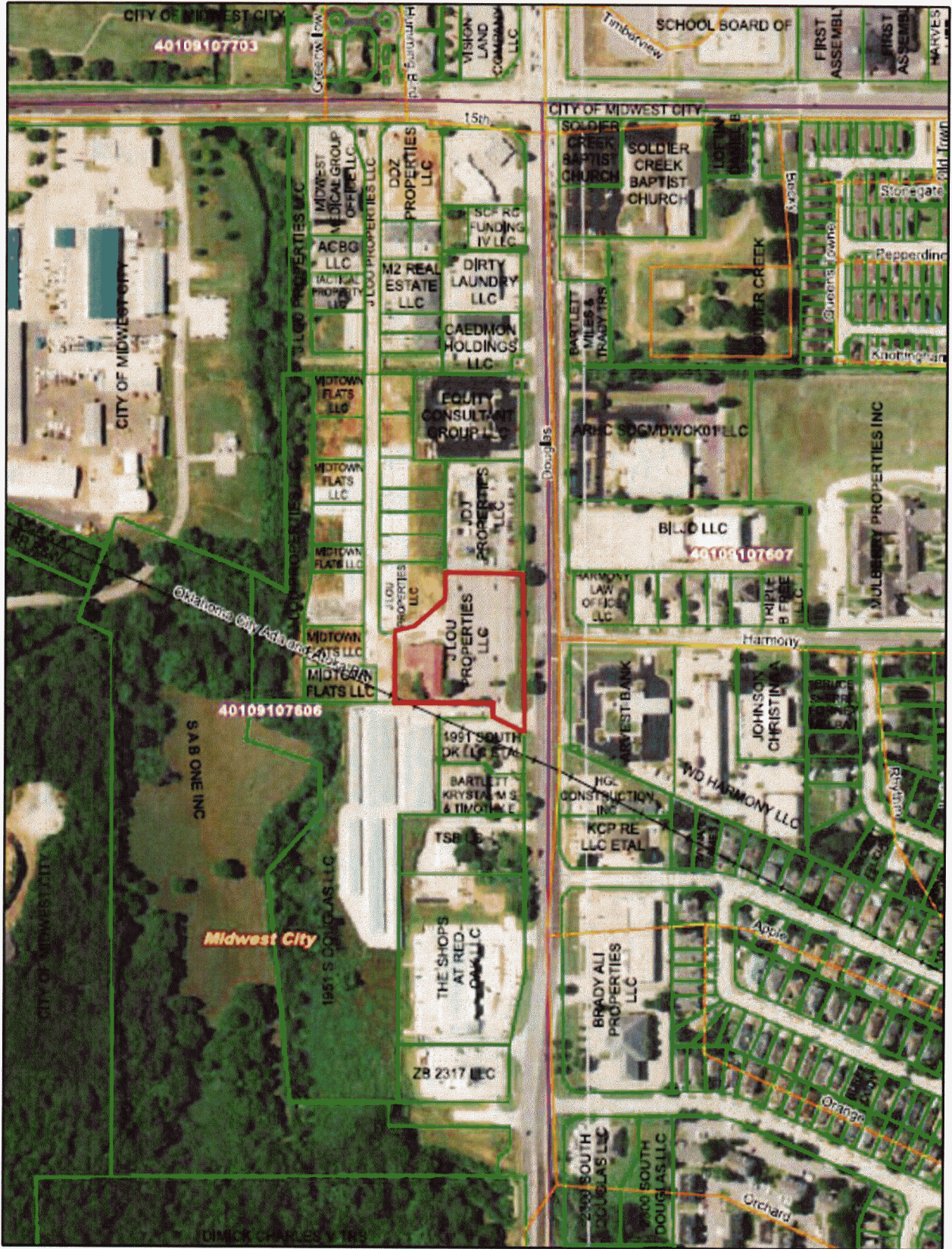
Stories: N/A **Story Height:** 00 **Perimeter:** 0000
Units: 0 **Rent:** 000
Class Description: N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Canopy Walkway Finished	0	X	872
Yard Paving Concrete	0	X	1200
Yard Paving Blacktop	0	X	-292
Yard Paving Blacktop	0	X	39166
GBA	0	X	7982
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
UNPLTD PT NE4 SEC 11 11N 2W BEG 1159.56FT S & 60FT



Comparable Sale #2

1/19/2024

www.countyassessor.info
Oklahoma County Records [OK]

Owner Information
DESMALCHI LLC
11217 N MAY AVE

OKLAHOMA CITY, OK 73120

Property Address
8301 N GLADE

Building No. 1
Account Number R125501230
Sub Name ROCKWELL INDUSTRIAL PARK
Lot 000 **Block** 001
Area Name 13N-4W
Section 32 **Township** 13N **Range** 04W

Building Elements

Type Commercial
Style Bar/Tavern
Design Bar/Tavern
Quality Average Interior Finish N/A
Condition N/A
Roof Flat Built Up Rock
Exterior Wall Masonry Concrete Block N/A
Foundation Slab Fireplace N/A
Heat Package Unit Ar N/A
Beds 0 Baths 0 Total Rooms 0
Garage N/A Garage SF 0
Porch N/A Porch SF 0
Basement N/A Basement SF 0
Year Built 2000 Eff. Year Built 2000 Year Remodeled 0
Square Footage 4631

Taxable Market		Assessed Value
Land	\$156075	\$17168
Improved	\$324368	\$35680
Mobile	\$0	\$0
Total	\$480443	\$52848
Exemptions		\$0
School District 501	Net Assessed	\$52848
School Levy \$121.91	Estimated Taxes	\$6442.7

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20221011	542500	15293/283	117.15
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20200805	0	14434/817	0
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20181029	473000	13877/113	102.14
Grantor:			

Land Information

Land Use	Commercial
Lots	0
Acres	0
SF	41620
Width	0
depth	0
Description	SF

Mobile Home Information

Serial No.
Make
Tag No. LxW 0 x 0

Commercial Elements

Stories N/A Story Height 00 Perimeter 0000
Units 0 Rent 000
Class Description N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Yard Paving Concrete	0	X	25493
Canopy Walkway Finished	0	X	145
GBA	0	X	4631
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
ROCKWELL INDUSTRIAL PARK 001 000 LOTS 24 THRU 26



Comparable Sale #3

1/19/2024

www.countyassessor.info
Oklahoma County Records [OK]

Owner Information
ANTONS INVESTMENTS LLC
2109 DEL SIMMONS DR
EDMOND, OK 73003

Property Address
2610 W MEMORIAL RD

Building No. 1
Account Number R146863640

Sub Name UNPLTD PT SEC 18 13N 3W
Lot: 000 **Block** 000
Area Name: 13N-3W
Section: 18 **Township:** 13N **Range:** 03W

Building Elements

Type Commercial
Style Restaurant
Design Restaurant
Quality Good Plus Interior Finish N/A
Condition N/A
Roof Flat Built Up Rock
Exterior Wall N/A N/A
Foundation Slab Fireplace N/A
Heat Complete HVAC Air N/A
Beds 0 Baths 0 Total Rooms 0
Garage N/A Garage SF 0
Porch N/A Porch SF 0
Basement N/A Basement SF 0
Year Built 2005 Eff Year Built 2005 Year Remodeled 0
Square Footage 5442

Taxable Market		Assessed Value
Land	\$638000	\$70180
Improved	\$757000	\$83270
Mobile	\$0	\$0
Total	\$1395000	\$153450
	Exemptions	\$0
School District 212	Net Assessed	\$153450
School Levy \$119.02	Estimated Taxes	\$18263.62

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20220711	1550000	15211/1643	284.82
Grantor:			
20170125	1555000	13354/1498	285.74
Grantor: BEST LOCATIONS LLC			
20170125	0	13398/978	0
Grantor: BEST LOCATIONS LLC			

Land Information

Land Use	Acres	SF	Width	depth
Commercial	0	58000	0	0
Description	SF			

Mobile Home Information

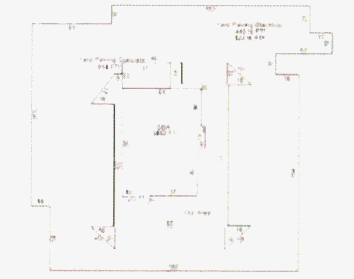
Serial No.
Make
Tag No. LxW 0 x 0

Commercial Elements

Stories N/A Story Height 00 Perimeter 0000
Units 0 Rent 000
Class Description N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Dumpster Enclosure	0	X	1
Yard Paving Concrete	0	X	814
Yard Paving Blacktop	0	X	44516
Yard Paving Blacktop	0	X	-12216
GBA	0	X	5442
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
UNPLTD PT NW4 SEC 18 13N 3W BEG 275.02FT S & 696.1



Comparable Sale #4

Tulsa County Records [OK]

Owner Information
 TULSA BLENDED LLC
 1713 BAGLEY AVE
 LOS ANGELES, CA 900354109
Property Address
 10801 E 31 ST S TULSA 741460000

Building No.
 1
Account Number
 R12055941834275
Sub Name: EASTPOINT
 Lot: 2 Block: 1
Area Name: TULSA CITY
 Section 18 Township: 19N Range: 14E

Building Elements

Type	Commercial
Style	Fast Food Restaurant
Design	Fast Food Restaurant
Quality	Good Interior Finish N/A
Condition	Good
Roof	Flat N/A
Exterior Wall	N/A N/A
Foundation	N/A Fireplace N/A
Heat	Complete HVAC Air N/A
Beds	0 Baths 0 Total Rooms 0
Garage	N/A Garage SF 0
Porch	N/A Porch SF 0
Basement	N/A Basement SF 0
Year Built	2015 Eff Year Built 2018 Year Remodeled 2020
Square Footage	2664

Taxable Market		Assessed Value
Land	\$345000	\$37950
Improved	\$1898000	\$208780
Mobile	\$0	\$0
Total	\$2243000	\$246730
	Exemptions	\$0
School District T-1A	Net Assessed	\$246730
School Levy \$126.91	Estimated Taxes	\$31312.5

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20200714	2243000	0/0	841.97
Grantor: TRIPEAK P9 LLC			
20200121	750000	0/0	281.53
Grantor: JULI, LLC			
20150323	475000	0/0	178.3
Grantor: SANDITEN, WILFRED T TTEE WILFRED T SANDITEN REV TR			

Land Information

Land Use	Acres	SF	Width	depth
Commercial	0.792	34500	0	0
Description	N/A			

Mobile Home Information

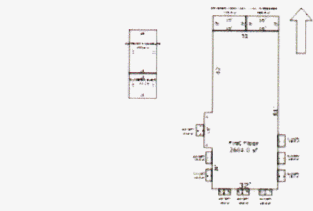
Serial No.
 Make
 Tag No. LxW 0 x 0

Commercial Elements

Stories	N/A	Story Height	00	Perimeter	234
Units	1	Rent	000		
Class Description	Wood Frame				

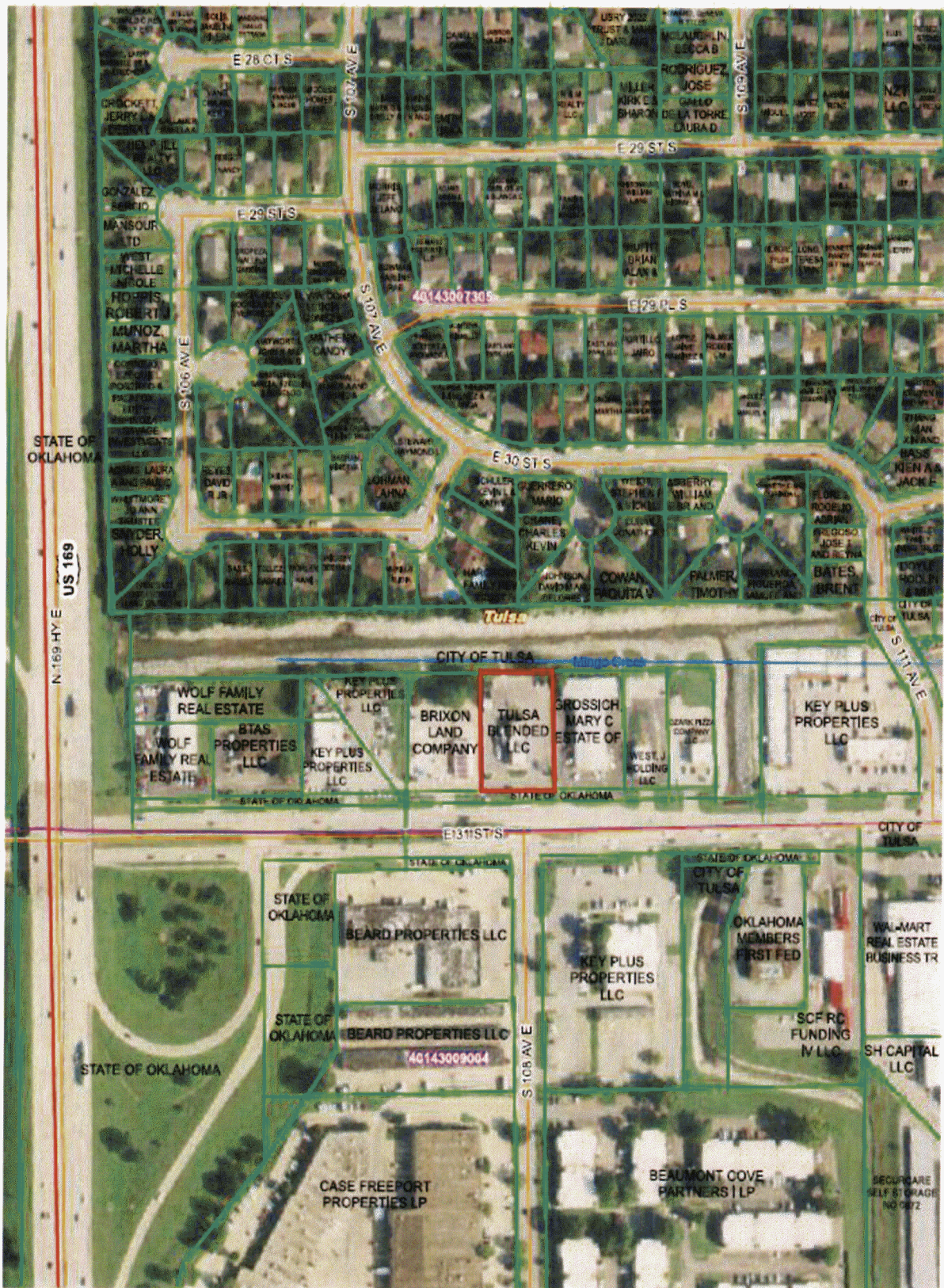
Miscellaneous Structures

Description	Yrbt	LxW	Units
Paving asphalt, medium trucks	0	X	22285
Service Building Brick Avg	0	X	156
Dumpster Enclosure	0	X	1
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



12055-94-18-34275 (8/2020)

Legal Description
 LT 2 BLK 1



Comparable Sale #5

Tulsa County Records [OK]

Owner Information
 MO & ABBY RENTALS LLC
 1813 W CANTON CT
 BROKEN ARROW, OK 740126885
Property Address
 3302 W KENOSHA ST N BROKEN ARROW 74012

Building No.
 1
Account Number
 R83360840469540
Sub Name: BRICKTOWN WEST EXT PRT RSB L1 B2 BR
 Lot 2 Block 1
Area Name: BROKEN ARROW CITY
 Section 04 Township 18N Range 14E

Building Elements
 Type Commercial
 Style Restaurant
 Design Restaurant
 Quality Average Interior Finish N/A
 Condition Avg
 Roof Flat N/A
 Exterior Wall N/A N/A
 Foundation N/A Fireplace N/A
 Heat Complete HVAC Ar N/A
 Beds 0 Baths 0 Total Rooms 0
 Garage N/A Garage SF 0
 Porch N/A Porch SF 0
 Basement N/A Basement SF 0
 Year Built 2007 Eff Year Built 2008 Year Remodeled 2022
 Square Footage 8684

Taxable Market		Assessed Value
Land	\$1178100	\$129591
Improved	\$21900	\$2409
Mobile	\$0	\$0
Total	\$1200000	\$132000
	Exemptions	\$0
School District BA-9A	Net Assessed	\$132000
School Levy \$129.06	Estimated Taxes	\$17035.92

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20211208	1200000	0/0	138.19
Grantor: SMITH, WILLIAM E & CAROL S			
Sale Date	Sale Price	Book/Page	\$/SF
20101104	3333000	0/0	383.81
Grantor: CARDINAL ENTERPRISES LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20061110	1178500	0/0	135.71
Grantor: BRICKTOWN WEST LLC			

Land Information

Land Use:	Acres	SF	Width	depth
Commercial	0	1,8031	78543.036	286
Description	N/A			

Mobile Home Information
 Serial No.
 Make
 Tag No. LxW 0 x 0

Commercial Elements
 Stories N/A Story Height 00 Perimeter 422
 Units 1 Rent 000
 Class Description Masonry

Miscellaneous Structures

Description	YrBl	LxW	Units
Paving concrete heavy duty trucks high		X	52000
Yard Paving Concrete Avg	0	X	2715
Canopy - CM Drive Under Good	0	X	600
Canopy - Metal/Low	0	X	440
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
 E34.49 LT 1 & ALL LT 2 BLK 1

Comparable Sale #6

Oklahoma County Records [OK]

Owner Information
 RG OLIE LLC
 6305 WATERFORD BLVD STE 480
 OKLAHOMA CITY ,OK 73118
Property Address
 6728 N OLIE AVE

Building No. 1
Account Number R085596775
Sub Name: NORTH OKLA CITY ADD
Lot: 000 **Block:** 135
Area Name: 12N-3W
Section: 4 **Township:** 12N **Range:** 03W

Building Elements

Type Commercial
 Style Restaurant
 Design Restaurant
 Quality Good Interior Finish N/A
 Condition N/A
 Roof Flat Built Up Rock
 Exterior Wall Masonry Concrete Block N/A
 Foundation Slab Fireplace N/A
 Heat Package Unit Air N/A
 Beds 0 Baths 0 Total Rooms 0
 Garage N/A Garage SF 0
 Porch N/A Porch SF 0
 Basement N/A Basement SF 0
 Year Built 2000 Eff Year Built 2000 Year Remodeled 0
 Square Footage 4082

Taxable Market		Assessed Value
Land	\$321792	\$35397
Improved	\$376809	\$41449
Mobile	\$0	\$0
Total	\$698601	\$76846
	Exemptions	\$0
School District 200	Net Assessed	\$76846
School Levy \$122.82	Estimated Taxes	\$9438.23

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20190507	720000	14016/1861	176.38
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20170912	690000	13552/1367	169.03
Grantor: N OLIE RE LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20170615	1341500	13485/1488	328.64
Grantor: STORE MASTER FUNDING III LLC			

Land Information

Land Use	Commercial
Lots	Acres
0	0
Description	SF
	40224
Width	depth
0	0

Mobile Home Information

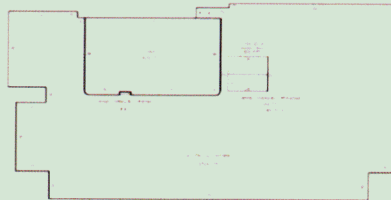
Serial No.
 Make
 Tag No. LxW 0 x 0

Commercial Elements

Stones N/A Story Height 00 Perimeter 0000
 Units 0 Rent 000
 Class Description N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Yard Paving Concrete	0	X	23745
Canopy Walkway Finished	0	X	14
Canopy Walkway Unfinished	2019	X	264
Wood Deck	2019	X	528
GBA	0	X	4082
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



NORTH OKLA CITY ADD 135 000 W160FT OF LOT 1

Legal Description



Comparable Sale #7

Tulsa County Records [OK]

Owner Information
 BD HOMES LLC & DORSEY ENTERPRISES OF
 TULSA LLC
 6528 E 101ST ST STE D1-422
 TULSA, OK 741336754

Property Address
 8310 E 71 ST S TULSA 74133

Building No. 1
Account Number R77303831204890

Sub Name TESORO ADDN RESUB N556 L4 B1 EL PASE
Lot: 1 **Block:** 1
Area Name: BERRYHILL
Section: 12 **Township:** 18N **Range:** 13E

Building Elements

Type: Commercial
 Style: Fast Food Restaurant
 Design: Fast Food Restaurant
 Quality: Good Interior Finish: N/A
 Condition: Avg
 Roof: Flat N/A
 Exterior Wall: N/A N/A
 Foundation: N/A Fireplace: N/A
 Heat: Complete HVAC Air: N/A
 Beds: 0 Baths: 0 Total Rooms: 0
 Garage: N/A Garage SF: 0
 Porch: N/A Porch SF: 0
 Basement: N/A Basement SF: 0
 Year Built: 1992 Eff Year Built: 2004 Year Remodeled: 2008
 Square Footage: 3983

Taxable Market		Assessed Value
Land	\$428600	\$47146
Improved	\$497200	\$54692
Mobile	\$0	\$0
Total	\$925800	\$101838
Exemptions		\$0
School District T-9A	Net Assessed	\$101838
School Levy \$127.87	Estimated Taxes	\$13022.03

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20230914	1375000	0/0	345.22
Grantor: BURRITO REAL ESTATE LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20080118	850000	0/0	213.41
Grantor: KIMVEN CORP			
Sale Date	Sale Price	Book/Page	\$/SF
19960130	0	05779:00113	0
Grantor:			

Land Information

Land Use	Lots	Acres	SF	Width	depth
Commercial	0	0.656	28575	0	0
Description	N/A				

Mobile Home Information

Serial No:
 Make:
 Tag No: LxW 0 x 0

Commercial Elements

Stories: N/A Story Height: 00 Perimeter: 318
 Units: 1 Rent: 000
 Class Description: Metal Frame

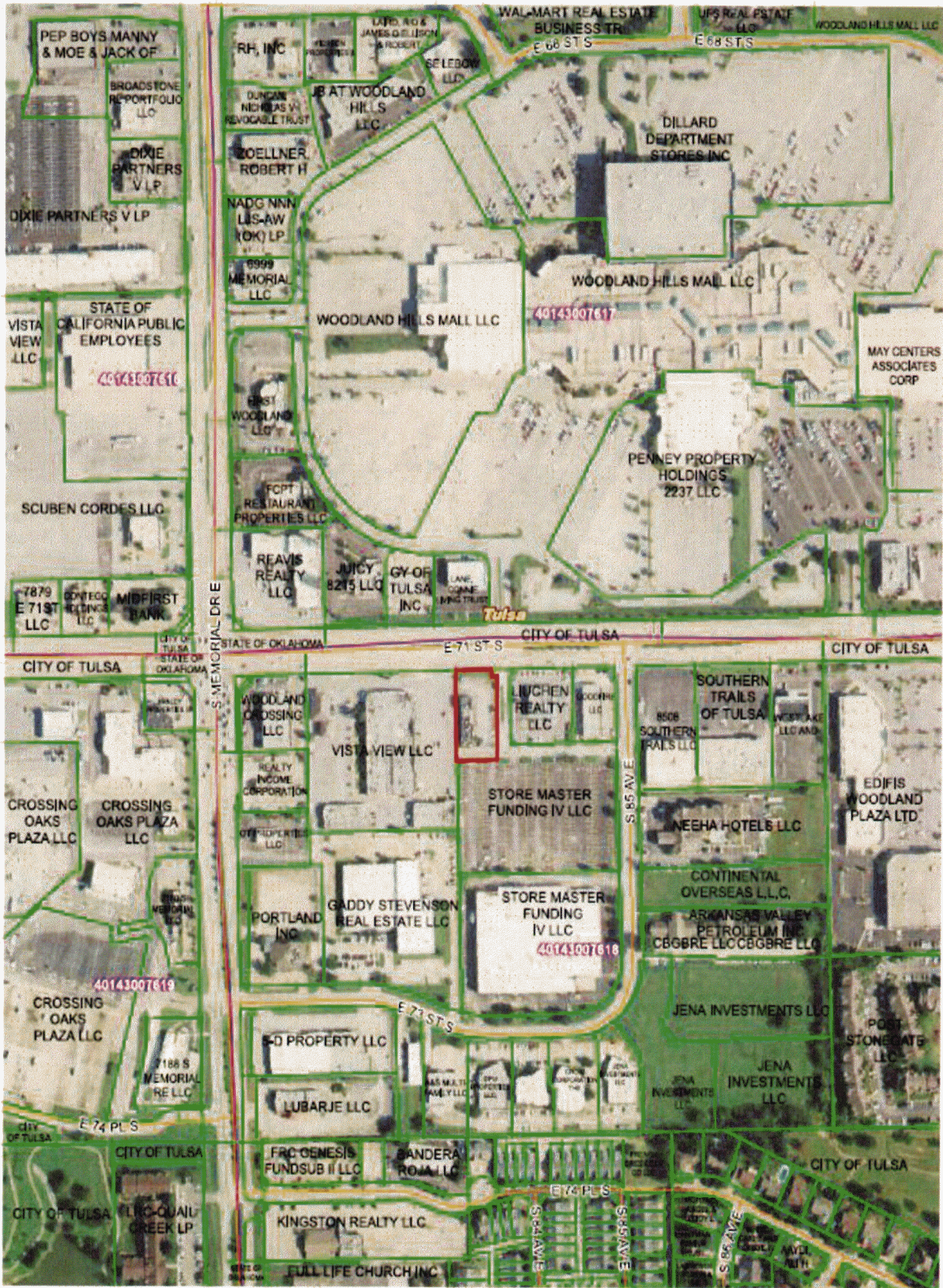
Miscellaneous Structures

Description	YrBlt	LxW	Units
Paving asphalt employee parking	0	X	18000
Dumpster Enclosure	0	X	1
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



R77303831204890 (04/2020)

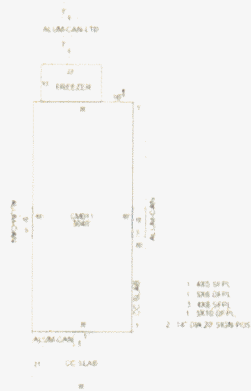
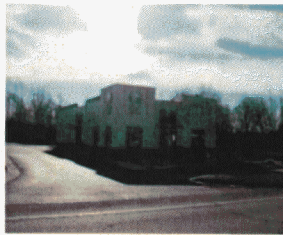
Legal Description
 LT 1 BLK 1



Comparable Sale #8

Parcel Number:	12-01268-000
County Name:	Benton County
Property Address:	JASAI JN LLC 207 S BLOOMINGTON ST LOWELL, AR Map This Address
Mailing Address:	JASAI JN LLC 9167 BRENHAM CT MONTGOMERY AL 36117
Collector's Mailing Address:	JASAI JN LLC 9167 BRENHAM CT MONTGOMERY, AL 36117
Total Acres:	1.16
Timber Acres:	0.00
Sec-Twp-Rng:	12-18-30
Lot/Block:	5A-1/
Subdivision:	MONROE CORNER COMM SUB-LOWELL
Legal Description:	REPLAT 7/09/03 2003-560.
School District:	CL30 ROGERS (LOWELL CITY)
Improvement Districts:	REDEVELOPMENT DIST 1 LOWELL
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Commercial Improvement #1



Building Section #: 1
Business Name: TACO BELL
Location: 207 S BLOOMINGTON
Total SF: 3,040
Stories: 1
Year Built: 2005
Effective Age: 8
Occupancy:

Code	Description	Class	Percent
349	FAST FOOD RESTAURANT	D-3	100%

Land Divisions

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
COMM	50,529 sqft					

Sales History

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
3/25/2022	3/18/2022	2,334,000	K-MAC ENTERPRISES INC	JASAI JN LLC	L2022	19524	SWD(SPECIAL WARRANTY DEED)
3/25/2022	3/16/2022	0	DILUMA PROPERTIES LLC	K-MAC ENTERPRISES INC	L2022	19523	AFF(AFFIDAVIT)
1/27/2022	12/2/2021	1,100,000	DILUMA PROPERTIES LLC	K-MAC ENTERPRISES INC	L2022	05882	WD(WARRANTY DEED)
9/30/2019	9/19/2019	775,000	FMI SILVER LLC	DILUMA PROPERTIES LLC	L2019	51871	SWD(SPECIAL WARRANTY DEED)
9/12/2016	9/7/2016	910,000	ARKMO FOODS LLC	FMI SILVER LLC	2016	55115	SWD(SPECIAL WARRANTY DEED)
8/12/2003	8/12/2003	40,000	HMG INVEST	ARKMO	2003	22564	CORRWD(CORRECTED WARRANTY DEED)
3/4/2003	3/4/2003	200,000	HMG INVEST	ARKMO	2003	5286	WD(WARRANTY DEED)
10/15/2001	10/15/2001	1,550,000	SCHWYHART	HMG (8P)	2001	159003	WD(WARRANTY DEED)
11/10/2000	11/10/2000	0	COLEMAN DIVORCE PROP	SETTLEMENT	NA	NA	OTHER(OTHER DOCUMENT)
6/1/2000	6/1/2000	400,000	HUDSON	SCHWYHART	2000	53964	WD(WARRANTY DEED)
9/16/1998	9/16/1998	450,000	SCHWYHART	HUDSON(2P)	98	98664	WD(WARRANTY DEED)
3/26/1998	3/26/1998	0	COLEMAN, W	CORTER, C	98	28728	WD(WARRANTY DEED)



Qualifications of

R. D. "Bob" GRACE, MAI, SRA, CRE

Oklahoma State Certified General No. 11452CGA

Mr. Grace is the senior appraiser with Grace & Sons Appraisal Service. He brings 20 plus years of experience in real estate advisory, consulting, and environmental economics. His primary areas of concentration are litigation consulting, construction defect, externality impact, and proximity damage analysis. Mr. Grace has testified as an expert in deposition, trial and mediation proceedings. Additionally, he has qualified on numerous occasions as an expert witness in federal, district, and state courts.

In addition to testifying as a damages expert, his real estate industry experience includes residential and commercial property, evaluation services for mortgage lenders, nationally recognized corporations, multi-national corporations, corporate relocation companies, and property owners.

Mr. Grace is in the 1% of appraisers worldwide to hold the prestigious MAI and SRA designations. His past experience includes serving in an elected position on the Board of Directors at the Appraisal Institute. In his time on the board, Mr. Grace was heavily involved in discussions with the leaders of The Appraisal Foundation, The National Association of Realtors, congressmen and women, and other industry leaders.

The resources of the firm enable Mr. Grace to provide a broad scope of services, allowing his current focus to lean toward the difficult and complex. This in turn causes him to be a sought-after authority for numerous newspapers and trade publications providing opinions, advice, and information.

Education

- Graduate, Oklahoma State University
- Stillwater, Oklahoma 1994
- Degree in Finance & Accounting

Appraisal Courses

- Standards of Professional Practice Course I & II,
- Basic Real Estate Appraisal Course I & II,
- Federal Highway Administration (FHWA Guideline Seminar),
- FHA Appraisal Seminar.
- EDI/AVM Seminar,
- Oklahoma Department of Transportation Federal Highway Administration,
- Residential Demonstration Report Writing,

- Advanced Residential Form & Narrative Report Writing.
- Attacking & Defending the Appraisal in a Litigation
- Basic and Advanced Income Capitalization
- Numerous additional courses

Experience

- Grace & Sons Appraisal Service, Inc. 1994 to Present
- Litigation support
- Assignments also included Agricultural, Residential, Commercial and Industrial Properties.

Qualifications

- Appraisal Institute National Board of Directors 2009-2012
- Oklahoma State Certified General
- Member of the Appraisal Institute Designated MAI and SRA
- VA Approved Appraiser #1291 & FHA Approved Appraiser CHUMS #4241.
- Qualified Expert Witness in state, federal and district courts.
- *Member of The Counselors of Real Estate*

Community involvement

- Board of Directors at Scope Ministries International, Christian Counseling
- Mentor of foster kids at Stand in the Gap Ministries (SITGM)

Great Plains Chapter of the Appraisal Institute Offices held:

- President 2006-2008,
- Secretary, Treasurer 2004-2006, and numerous committee assignments.

State of Oklahoma



Glen Mulready, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

Robert D Grace

has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a State Certified General Real Estate Appraiser in the State of Oklahoma.

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 18th day of April, 2022.

**Glen Mulready, Insurance Commissioner
Chairperson, Oklahoma Real Estate Appraiser Board**

Members, Oklahoma Real Estate Appraiser Board



Brandon Witt

Patricia A. Brown

Expires:

04/30/2025

Oklahoma Appraiser Number:

11452CGA

The SRA Professional Membership Designation

The SRA professional membership designation is held by appraisers who are experienced in the valuation of single-family dwellings and two, three, and four-unit residential properties. To receive the SRA designation, the appraiser must have fulfilled the following technical requirements:

Education

Received a passing grade on a series of examinations that tested the appraiser's knowledge of:

- Real Estate Principles
- Residential Valuation Techniques
- Standards of professional practice
- Report writing
- Hold an undergraduate college degree from an accredited educational institution (or comply with specified alternatives)

Experience

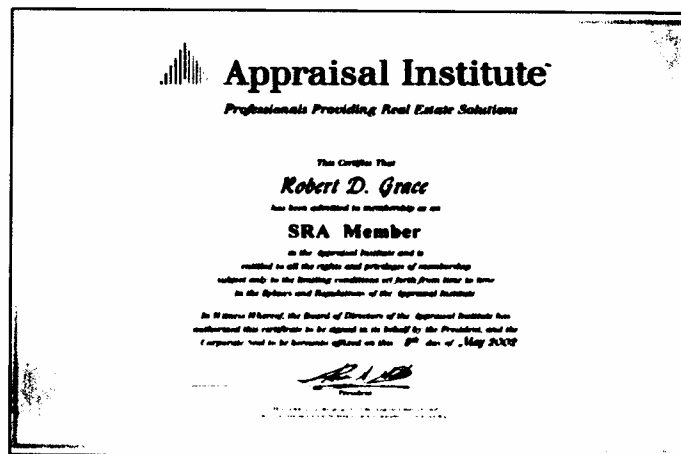
- Received credit for residential appraisal experience.

Demonstration Report

- Received credit for a demonstration appraisal report, relating to a one to four-unit residential property.

Continuing Education

- To maintain the designation a member must fulfill a rigorous cycle of continuing education in which credit is earned for attending training courses and seminars. This requirement includes attendance at and passing of the examinations corresponding to the Appraisal Institute's Standards of Professional Practice, Parts A & B.



The MAI Professional Membership Designation

The MAI professional membership designation is held by appraisers who are experienced in the valuation of commercial, industrial, residential and other types of properties, and advise clients on real estate investment decisions. To have received the MAI designation, the appraiser must have fulfilled the following technical requirements:

Education

Received a passing grade on a series of examinations that tested appraiser's knowledge of:

- Real Estate Principles
- Valuation Techniques
- Capitalization Techniques
- Appraisal problem analysis
- Standards of professional practice
- Report writing
- Received a passing grade on the comprehensive examination (a requirement since 1971)
- Hold an undergraduate degree from a four-year accredited educational institution (or comply with specified alternatives)

Experience

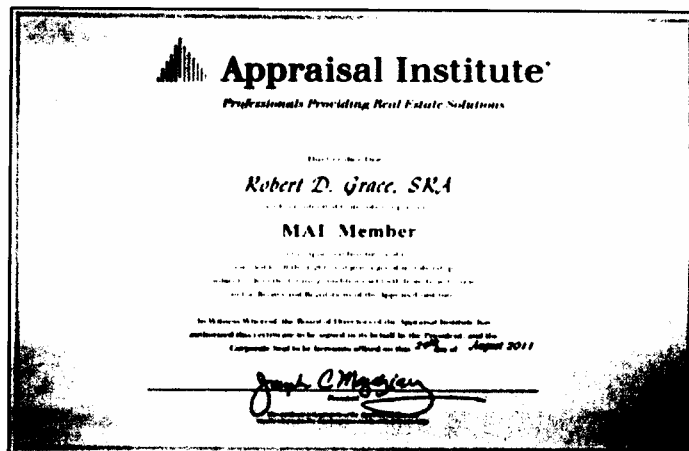
- Received credit for specialized appraisal experience of real estate other than one to four-family residential properties.

Demonstration Report

- Received credit for a demonstration appraisal report that satisfactorily demonstrated the appraiser's ability to present a properly supported value estimate of the nature, quality, or utility of an income producing property.

Continuing Education

- To maintain the designation a member must fulfill a rigorous cycle of continuing education in which credit is earned for attending training courses and seminars. This requirement includes attendance at and passing of the examinations corresponding to the Appraisal Institute's Standards of Professional Practice, Parts A & B.



GRACE & SONS

APPRAISAL SERVICE, INC.

* 2740 Global Parkway * Midwest City, OK * 73110 * (405) 275 - 9121 * FAX (405) 273 - 4870 *

February 1, 2024

Erin Moore
Assistant Attorney General
Oklahoma Attorney General's Office
Litigation Section
313 NE 21st St
Oklahoma City, OK 73105

Garrett Sill
Deputy General Counsel
Oklahoma Department of Tourism & Recreation
123 Robert S. Kerr Ave
Suite 910
Oklahoma City, OK 73102

Re: Appraisal Report – Sequoyah Restaurant Property, Sequoyah State Park - Sec 26-T17N-R19E, I.M., Cherokee County, Oklahoma.

Dear Ms. Moore,

At your request, I have appraised the property referenced above. The date of my site visit was 1/26/2024. The Market Value estimates given in this report are as of 4/25/2022, the date the property was last occupied by Swadley's Foggy Bottom Kitchen, LLC. My opinion of Market Value is based on the Fee Simple Estate of the restaurant purpose improvements only located on the subject property as of 4/25/2022.

Contributory Market Value of the Improvements Before Renovation

\$332,000

Three Hundred Thirty-Two Thousand Dollars

Contributory Market Value of the Improvements After Renovation

\$663,000

Six Hundred Sixty-Three Thousand Dollars

Market Value Increase Based on the Swadley's FBK Renovations

\$332,000

Three Hundred Thirty-Two Thousand Dollars

This opinion of Market Value is subject to the Assumptions and Limiting Conditions as well as the Certification which are a part of the attached report. This is a Restricted Report in narrative form, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it is a brief statement of information significant to the solution to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R.D. Grace', with a long horizontal flourish extending to the right.

R.D. Grace, MAI, SRA, CRE
Oklahoma State Certified
General #11452CGA

Restricted Appraisal Report | Restaurant Property, Sequoyah State Park, OK

Client & Intended Users: Erin Moore - Assistant Attorney General, Oklahoma Attorney General's Office.
Garrett Sill - Deputy General Counsel, Oklahoma Department of Tourism & Recreation.

Intended Use: Market valuation. This report is intended for the client only. Conclusions set forth in this report may not be understood without the appraiser's complete file. This is a privileged document and completed at the request of the client.

Real Property Involved: Part of Section 26, Township 17 North, Range 19 East, Cherokee County, Oklahoma. The restaurant space now known as Lookout Kitchen, located in the north half of the northeast quarter of the northeast quarter less 0.85 ac and the west half of the northeast quarter. The subject has no county records and no legal description as it is located within the Sequoyah State Park. Its USPS mailing address is 19808 Park 10, Hulbert, OK 74441. All information has been gathered from inspection, aerials, interviews, and plans supplied.

Interest Appraised: Market value of the Fee simple estate, surface only.

Type of Value: Market Value, as defined by the Dictionary of Real Estate Appraisal, 7th edition.

Conditions of Appraisal: The appraisal was performed as-is, as of the retrospective date of value. An extraordinary assumption is made that assumes the condition of the subject property is similar as of the retrospective date to what is observed as of the date of inspection. The before value is based on the hypothetical condition that the subject was not remodeled as of 4/25/2022, the effective date of value. The use of an extraordinary assumption or hypothetical condition may affect the assignment results.

Date of Report: 2/1/2024.

Scope of Work: This appraisal report was developed to determine the Market Value of the subject property as of the effective date of value and determine any increase in market value based upon the Swadley's FBK renovations. During this process, conversations were held with the client and various market participants. To gather relevant information about the subject property and its surrounding submarket, a thorough review of documents was performed, including aerial imagery, FEMA flood maps, county data, MLS systems, and other pertinent sources. R. D. Grace inspected the interior and exterior of the subject property on 1/26/2024. Please note that this report remains subject to revision should any new information be provided to the appraiser.

All three approaches to Market Value were considered, and all three approaches were utilized. Because of the quality and quantity of available data, the Sales Comparison Approach was developed. The Income Approach was developed as support and a test of reasonableness. The subject property has been recently renovated; therefore, the Cost Approach was also developed and was also used as support and a test of reasonableness.

The site improvements consist of a 6,634-sf recently renovated restaurant space located within the Sequoyah State Park Lodge. I have developed an opinion of Market Value of the restaurant improvements

based upon my inspection of the property, my conversation with the client, aerial imagery, and review of county data. No usual valuation approaches were excluded.

The property is and has been used as a commercial restaurant property and that use remains its highest and best use. No prior service has been provided on this property in the past 3 years. The property is not currently listed for sale or previously listed for sale in the past five years. All information necessary to support the opinions expressed herein are in the appraiser's work file.

Opinions and Conclusions | Restaurant Property, Sequoyah State Park, OK

The recent, proximate commercial restaurant sales were analyzed based on the following sales grid (see below). A map of the comparable sales can be found in the addenda section of this report.

Sales Analysis Grid										
Analysis Grid	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7	Sale 8	
Address		1909 S Douglas Blvd	8301 Glad Ave	2610 W Memorial Rd	10801 E 31st St	3302 W Kenosha St	6728 N Olie Ave	8310 E 71st St	207 S Blooming St	
City		Oklahoma City	Oklahoma City	Oklahoma City	Tulsa	Broken Arrow	Oklahoma City	Tulsa	Lowell, AR	
Assessors Parcel No		R150210310	R125501230	R146863640	R12055941834275	R83360840469540	R085596775	R77303831204890	12-01268-000	
Proximity to Subject	Not Applicable	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	
Sold Date	N/A	12/20/22	10/11/22	7/13/22	1/21/20	12/8/21	5/7/19	9/14/23	12/2/21	
Status	Subject Property	Sold	Sold	Sold	Sold	Sold	Sold	Sold	Sold	
Sold Price		\$1,100,000	\$542,500	\$1,550,000	\$750,000	\$1,200,000	\$720,000	\$1,375,000	\$1,100,000	
Lot Acres	Various	2.17	0.96	1.33	0.79	1.80	0.92	0.66	1.16	
Transaction Adjustments										
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjusted Price		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Financing		Market 0.0%	Market 0.0%	Market 0.0%	Market 0.0%	Market 0.0%	Market 0.0%	Market 0.0%	Market 0.0%	Market 0.0%
Adjusted Price		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Conditions of Sale	N/A	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%
Adjusted Price		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concessions	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Price		\$1,100,000	\$542,500	\$1,550,000	\$750,000	\$1,200,000	\$720,000	\$1,375,000	\$1,100,000	
Market Trends Through	4/25/2022 4.0%	-\$28,827	-\$10,053	-\$13,427	\$67,845	\$18,158	\$85,579	-\$76,439	\$17,368	
Adjusted Price		\$1,071,173	\$532,447	\$1,536,573	\$817,845	\$1,218,158	\$805,579	\$1,298,561	\$1,117,368	
Property Adjustments										
Adverse Influence	None	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%
Year Built	Various	1998 0.0%	2000 0.0%	2005 0.0%	2016 0.0%	2007 0.0%	2000 0.0%	1992 0.0%	2005 0.0%	
Location	Good	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	
Building Sq Ft	Various	7,982 0.0%	4,630 0.0%	5,442 0.0%	2,664 0.0%	8,684 0.0%	4,082 0.0%	3,983 0.0%	3,040 0.0%	
Site	None	2.17 0.0%	0.96 0.0%	1.33 0.0%	0.79 0.0%	1.80 0.0%	0.92 0.0%	0.66 0.0%	1.16 0.0%	
Parking Surface	Asphalt	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	
Land/Bldg Ratio	None	11.84 0.0%	9.03 0.0%	10.65 0.0%	12.95 0.0%	9.04 0.0%	9.85 0.0%	7.17 0.0%	16.62 0.0%	
Condition	Average	Average 0.0%	Average 0.0%	Average 0.0%	Average 0.0%	Average 0.0%	Average 0.0%	Average 0.0%	Average 0.0%	
Adjusted Price		\$1,071,173	\$532,447	\$1,536,573	\$817,845	\$1,218,158	\$805,579	\$1,298,561	\$1,117,368	
Total Adjustments		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Adjusted \$/SF		\$134.20	\$115.00	\$282.35	\$307.00	\$140.28	\$197.35	\$326.03	\$367.56	
Prior Sale	N/A	Yes 10/13/22 Cor. Deed; 9/15/21 \$1,200,000	Yes 8/5/20 Quit Claim Deed	None in Prior 3 Years	None in Prior 3 Years	None recent	Yes 9/12/17 \$690,000	None in Prior 3 Years	Yes 9/19/2019 \$775,000	
Prior Sale Date										

Before Renovation	
Subject Square Footage	6,634
Indicated Price per Square Foot	\$200
<hr/>	
Indicated Market Value of the Land & Improvements	\$1,326,800
Land Component	\$995,100
Improvement Contribution	\$331,700
<hr/>	
Rounded	\$332,000

After Renovation	
Subject Square Footage	6,634
Indicated Price per Square Foot	\$250
<hr/>	
Indicated Market Value of the Land & Improvements	\$1,658,500
Land Component	\$995,100
Improvement Contribution	\$663,400
<hr/>	
Rounded	\$663,000

The minimally adjusted sales range from \$115-\$367 per square foot. The primary difference in the sale prices is condition and quality. The subject is most like Comparable Sales #3, #4, #7 and #8. Given the subject's size, quality, and condition, an opinion near the upper-middle of the indicated range is most reasonable.

This property was reportedly in average condition before the renovation per interview. The value of the land & improvements before the renovation was \$200 per square foot, or \$1,326,800. The value of the land & improvements after the renovation is \$250 per square foot, or \$1,658,500.

The land component contributes \$995,100, indicating a contributory value of the improvements at \$331,700, rounded to \$332,000 before renovation and \$663,400, rounded to \$663,000 after renovations. These calculations are supported by the cost and income approaches.

The identified prior sales were not arm's length nor were they at market, with the exception of prior sales on Comparable Sales #6 & #8. Sales #6 & #8 appear to have been arm's length transactions and at market.

Opinion of Value | My opinion of the contributory Market Value of the improvements as of 4/25/2022 before the renovation is \$331,700, rounded to \$332,000. My opinion of the contributory Market Value of the improvements as of 4/25/2022 after the renovation is \$663,400, rounded to \$663,000. The contributory market value of the improvements does not include any Furniture, Fixtures, & Equipment. The FF&E typically contributes 0-10% of the total market value of the property.

Highest and Best Use | The existing use is the highest and best use.

Exposure Time | The appraiser's opinion of reasonable exposure time for the subject property is 3 to 6 months. User is owner or operator, and timing of the use is now.

Extraordinary Assumptions | The condition of the subject property is similar as of the retrospective date to what is observed as of the date of inspection. The use of an Extraordinary Assumption might affect assignment results.

Hypothetical Conditions | The before value is based on the Hypothetical Condition that the subject property was not remodeled as of 4/25/2022. The use of a Hypothetical Condition might affect the assignment results.

Effective Date of Value | 4/25/2022.

Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved with this assignment.
4. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. This report is also in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I, R. D. Grace, have completed the requirements of the continuing education program of the Appraisal Institute.



R.D. Grace, MAI, SRA, CRE
Oklahoma State Certified
General #11452CGA

General Assumptions and Limiting Conditions

This appraisal report has been made with the following general limiting conditions.

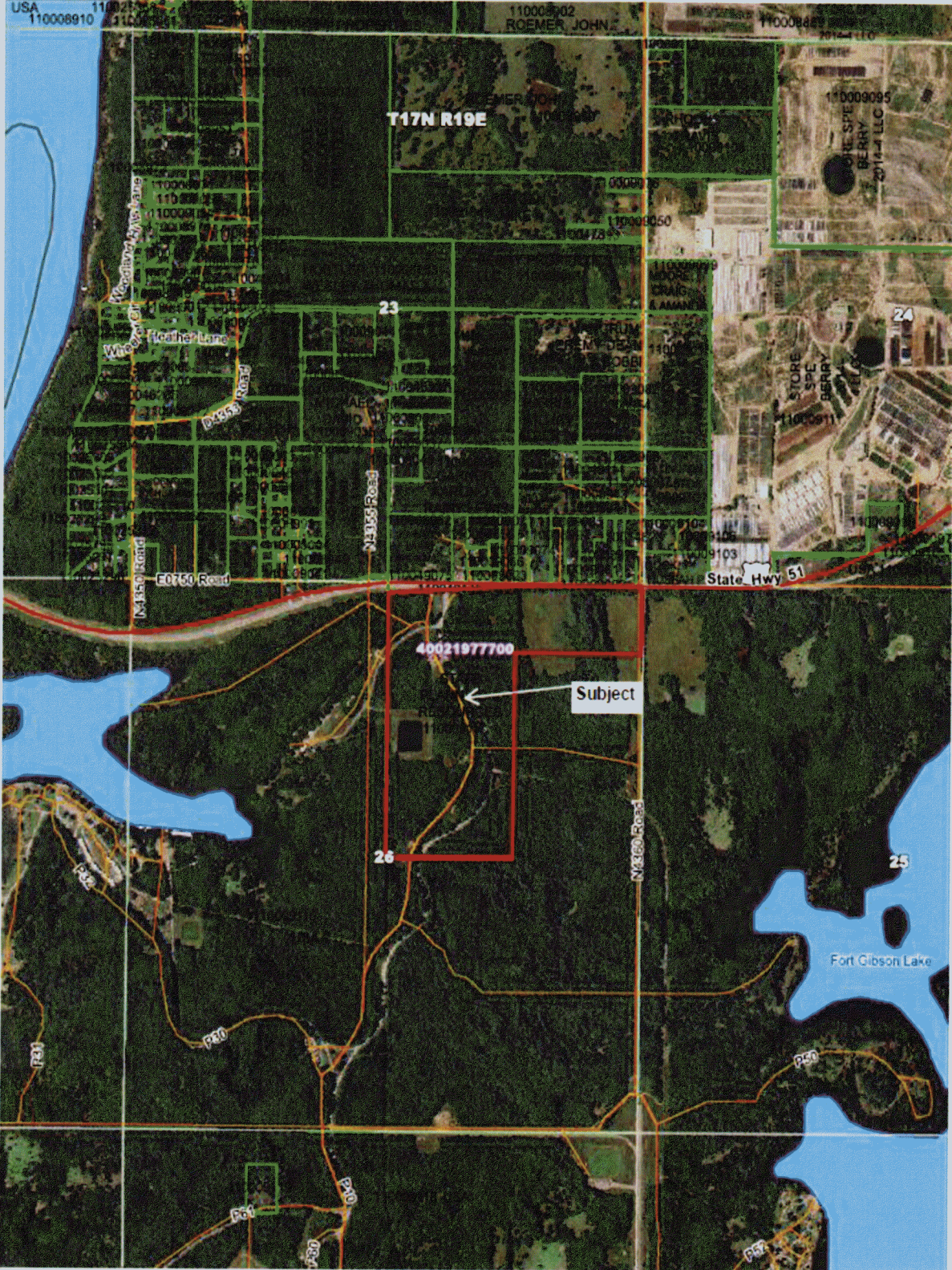
1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others contained in this report is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans, photos, and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam, insulation, and other potentially hazardous materials may affect the value of the property. The value opinion in this report is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.
12. Any allocation of the total value opinion in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal or for any other purpose and are invalid if so used.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication.

14. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without the prior written consent and approval of the appraiser.
16. Unless otherwise noted this appraisal applies to the surface rights only. Subsurface values, such as minerals and oil, if any, are not included in this report.
17. Unless otherwise noted all taxes and assessments are assumed to have been paid.
18. All appraisals, subject to satisfactory completion, repairs, or alterations, are contingent upon completion of the improvements in a workmanlike manner, with construction inspections by a qualified inspector during the construction and subject to a final inspection by this appraiser.
19. The opinion of Market Value contained in this report is subject to change based upon the final inspection if required in condition number 7. A fee will be charged for the final inspection and any report revisions required.
20. The reader is encouraged to read this report in its entirety since portions of this report when taken out of context could lead to false conclusions and erroneous assumptions on the part of the reader or others involved in making decisions regarding the subject property.
21. Any value opinions provided in the report apply to the entire property and any proration or division of the total into fractional interests will invalidate the value opinion, unless such proration or division of interests has been set forth in the report.
22. The forecasts, projections, or operating estimates contained herein are based on current market conditions as of the date of this appraisal, anticipated short-term supply and demand factors, and a continued stable economy. Real estate markets can change dramatically in very short periods of time. These forecasts are, therefore, subject to changes with future conditions and the appraiser reserves the right to modify this report accordingly. I/We specifically reserve the right to add cost, sales, and income information to this report and change my/our opinion of Market Value based upon this subsequent market information.
23. The Americans with Disabilities Act (A. D. A.) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis to determine whether or not it is in conformity with the various detailed requirements of A. D. A. It is possible that a compliance survey of the property and detailed analysis of the requirements of the A. D. A. would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact on the value of the property. Since the appraiser has no direct evidence related to this issue, possible noncompliance with the requirements of A. D. A. was not considered in my/our opinion of the Market Value of the property.
24. The possession and use of this report, for any purpose, does not obligate the appraisers to give testimony or a deposition in any judicial proceeding. If such testimony or deposition is required by verbal request or subpoena the client identified in the transmittal letter of this report agrees to be responsible for any expenses including, but not limited to actual out of pocket costs. These costs shall include the appraiser's time at standard rates and the employment of outside legal counsel and other experts if deemed necessary by this appraiser. The client identified in the transmittal letter of this report agrees to pay the charges incurred upon receipt of the invoice.

25. This appraisal report is the property of Grace & Sons Appraisal Service until paid for in full.
26. This report is intended only for use and reliance upon its conclusions by the specifically identified intended users. Any use of this report or its conclusions by others is invalid and not intended by this appraiser.
27. Any disputes between the appraiser and any intended user or other party shall be settled by mediation. The maximum amount of damages is the return of the fee paid for this report by the original client named in the report.
28. These assumptions and limiting conditions are a part of this report and cannot be excluded. Do not use this report unless you accept all the terms and conditions in this section of the report and the certification found elsewhere in this report. The use of this report for any purpose will be considered as the acceptance of these conditions.

Addenda

Subject Location in Section - 26-T17N-R19E, Cherokee Co., OK



Subject Aerial



Subject Flood Map

National Flood Hazard Layer FIRMeta



95°14'46" W 35°53'33" N



Legend

- SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, X, Y
 - With BFE or Depth Zone AE, AO, AN, VE, AR
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard: Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Flood Risk due to Levee: See Notes
 - Area with Flood Risk due to Levee
 - OTHER AREAS OF FLOOD HAZARD**
 - NO SCREEN Area of Minimal Flood Hazard
 - Effective LOMRs
 - Area of Undetermined Flood Hazard
 - OTHER AREAS**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
 - GENERAL STRUCTURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - OTHER FEATURES**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
 - MAP PANELS**
 - The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location

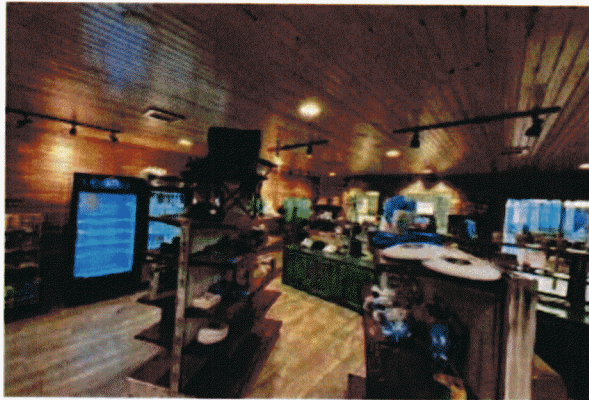
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/31/2024 at 8:48 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000 95°14'11" W 35°53'4" N
 Basemap Imagery Source: USGS National Map 2023

Subject Pictures Taken 1/25/2024 by R.D. Grace



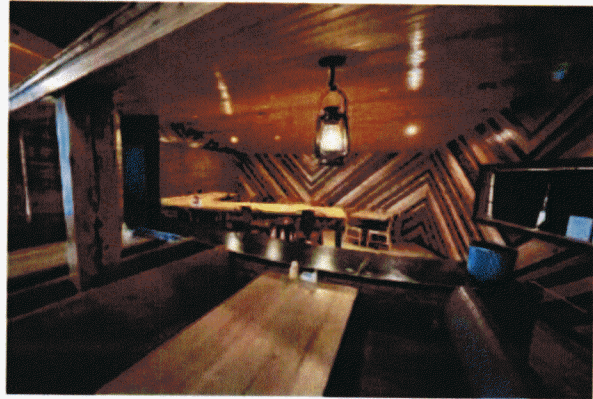
Gift Shop Entrance - Converted Meeting Space



Dining Room



Dining Room



Converted Buffet Bar



Beverage Station



Storage



Dish Pit



Cook Line



Cook Line



New Coolers/Freezer



Back Deck



New Ramp



Cook Line



Existing Fountain & Personal Property Camper

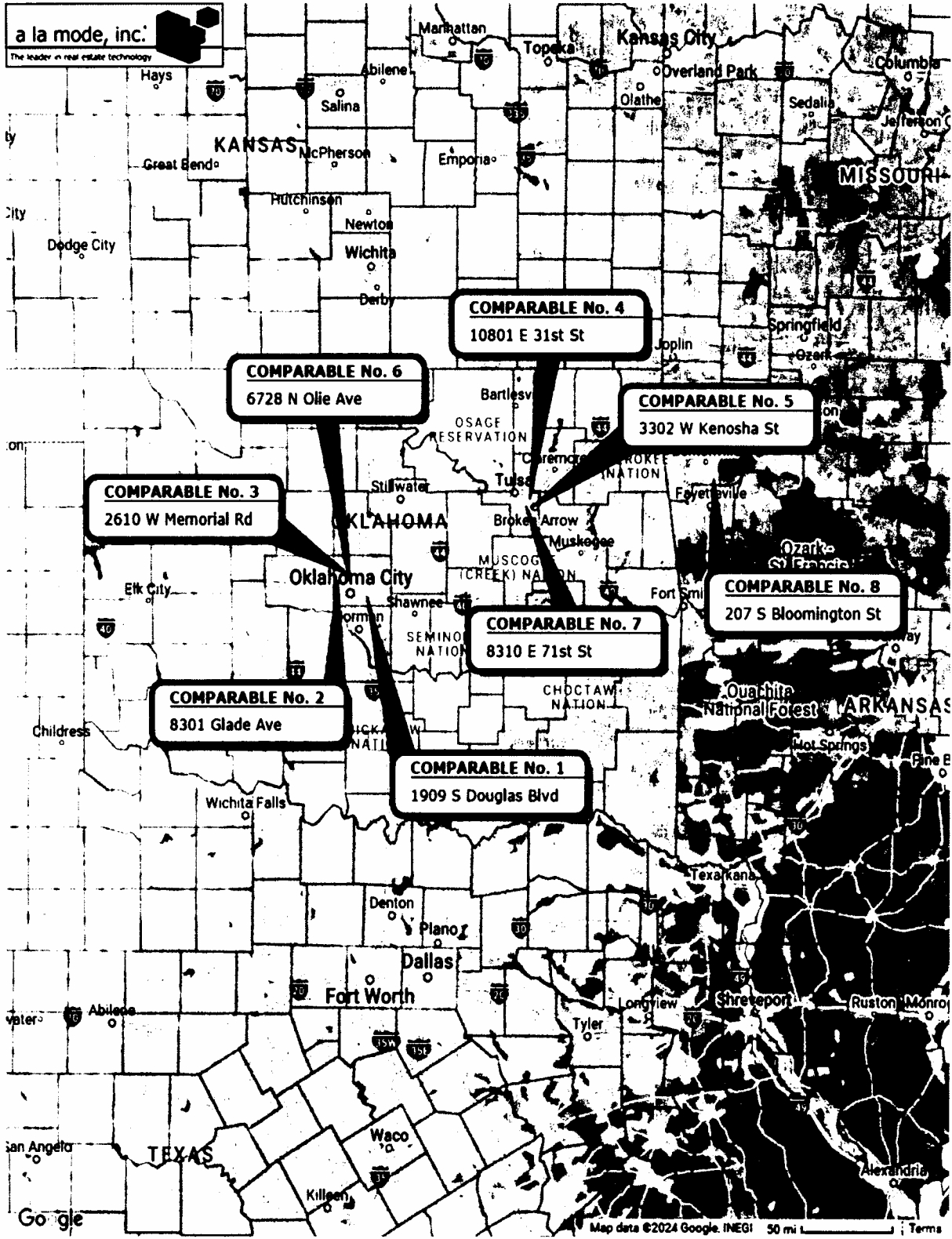


Lodge Entrance



New Dumpster Fencing

Comparable Sales Map



Comparable Sale #1

1/19/2024

www.countyassessor.info
Oklahoma County Records [OK]

Owner Information
J LOU PROPERTIES LLC
1 NE 7TH ST
OKLAHOMA CITY, OK 73104
Property Address
1909 S DOUGLAS BLVD

Building No. 1
Account Number R150210310
Sub Name UNPLTD PT SEC 11 11N 2W
Lot 000 **Block** 000
Area Name 11N-2W
Section 11 **Township** 11N **Range** 02W

Building Elements

Type	Commercial
Style	Restaurant
Design	Restaurant
Quality	Average
Condition	N/A
Roof	Gable
Exterior Wall	Metal Siding
Foundation	N/A
Heat	Complete HVAC
Beds	0
Baths	0
Total Rooms	0
Garage	N/A
Porch	N/A
Basement	N/A
Year Built	1998
Eff Year Built	2001
Square Footage	7982

Taxable Market		Assessed Value
Land	\$411510	\$45266
Improved	\$684990	\$75349
Mobile	\$0	\$0
Total	\$1096500	\$120615
		Exemptions \$0
School District	552	Net Assessed \$120615
School Levy	\$117.71	Estimated Taxes \$14197.59

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20221215	1100000	15351/894	137.81
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20221013	0	15295/440	0
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20210915	1200000	14913/810	150.34
Grantor:			

Land Information

Land Use:	Commercial
Lots	0
Acres	0
SF	94600
Width	0
depth	0
Description	SF

Mobile Home Information

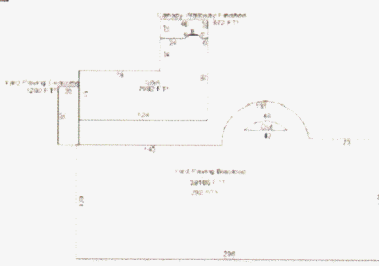
Serial No.
Make
Tag No. LxW 0 x 0

Commercial Elements

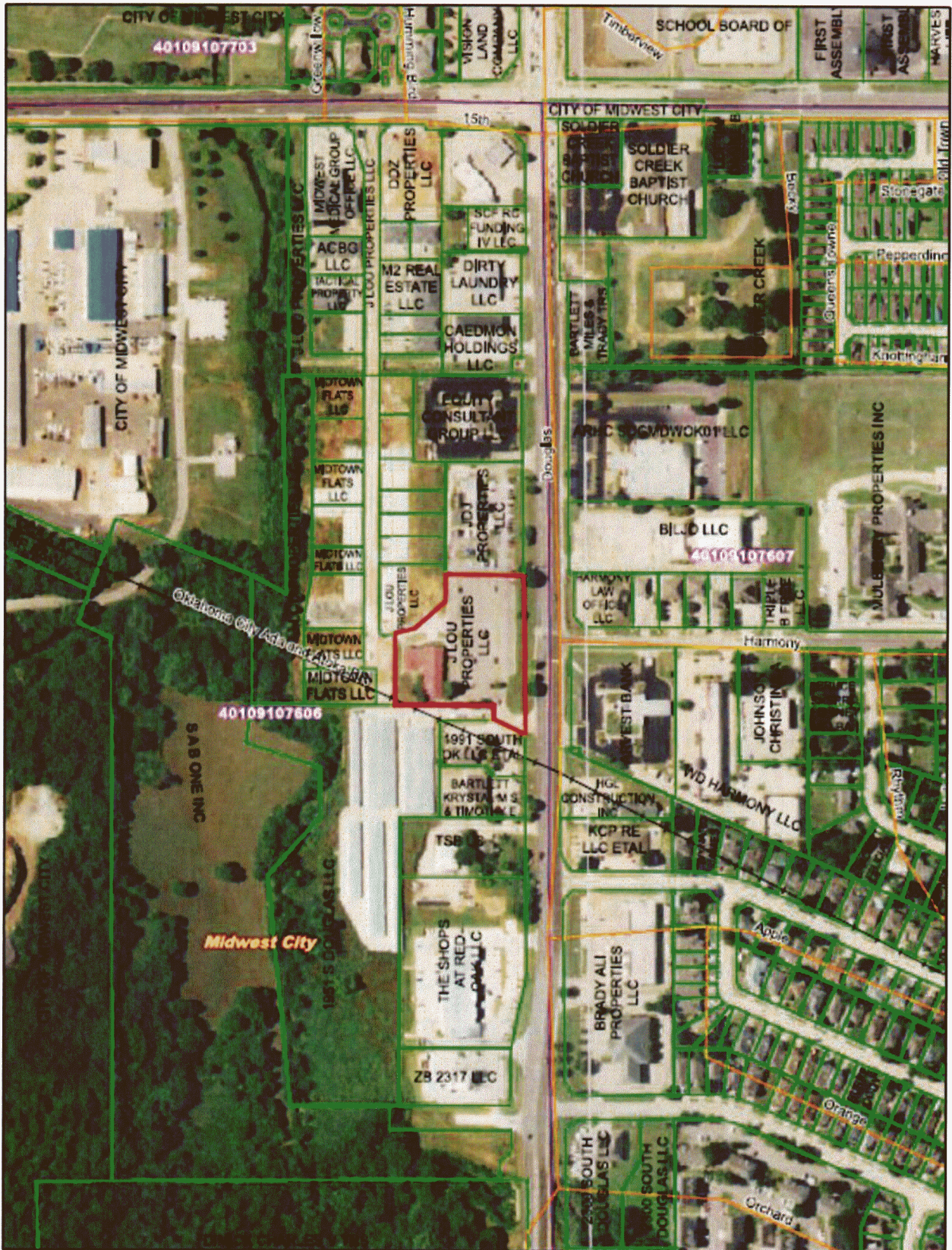
Stories	N/A
Story Height	00
Perimeter	0000
Units	0
Rent	000
Class Description	N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Canopy Walkway Finished	0	X	872
Yard Paving Concrete	0	X	1200
Yard Paving Blacktop	0	X	-292
Yard Paving Blacktop	0	X	39166
GBA	0	X	7982
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
UNPLTD PT NE4 SEC 11 11N 2W BEG 1159.56FT S & 60FT



Comparable Sale #2

1/19/2024

www.countyassessor.info
Oklahoma County Records [OK]

Owner Information
DESMALCHI LLC
11217 N MAY AVE

OKLAHOMA CITY, OK 73120

Property Address
8301 N GLADE

Building No. 1
Account Number R125501230
Sub Name: ROCKWELL INDUSTRIAL PARK
Lot: 000 **Block:** 001
Area Name: 13N-4W
Section: 32 **Township:** 13N **Range:** 04W

Building Elements
Type: Commercial
Style: Bar/Tavern
Design: Bar/Tavern
Quality: Average **Interior Finish:** N/A
Condition: N/A
Roof: Flat **Built Up Rock**
Exterior Wall: Masonry Concrete Block **N/A**
Foundation: Slab **Fireplace:** N/A
Heat: Package Unit **Air:** N/A
Beds: 0 **Baths:** 0 **Total Rooms:** 0
Garage: N/A **Garage SF:** 0
Porch: N/A **Porch SF:** 0
Basement: N/A **Basement SF:** 0
Year Built: 2000 **Eff Year Built:** 2000 **Year Remodeled:** 0
Square Footage: 4631

Taxable Market		Assessed Value
Land	\$156075	\$17168
Improved	\$324368	\$35680
Mobile	\$0	\$0
Total	\$480443	\$52848
Exemptions		\$0
School District	501	Net Assessed \$52848
School Levy	\$121.91	Estimated Taxes \$6442.7

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20221011	542500	15293/263	117.15
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20200805	0	14434/817	0
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20181029	473000	13877/113	102.14
Grantor:			

Land Information

Land Use:	Commercial			
Lots	Acres	SF	Width	depth
0	0	41620	0	0
Description: SF				

Mobile Home Information
Serial No.:
Make:
Tag No.: LxW C x 0

Commercial Elements
Stories: N/A **Story Height:** 00 **Perimeter:** 0000
Units: 0 **Rent:** 000
Class Description: N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Yard Paving Concrete	0	X	25493
Canopy Walkway Finished	0	X	145
GBA	0	X	4631
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
ROCKWELL INDUSTRIAL PARK 001 000 LOTS 24 THRU 26



Comparable Sale #3

1/19/2024

www.countyassessor.info
Oklahoma County Records [OK]

Owner Information	
ANTONS INVESTMENTS LLC 2109 DEL SIMMONS DR EDMOND, OK 73003	
Property Address 2610 W MEMORIAL RD	

Taxable Market	Assessed Value
Land \$638000	\$70180
Improved \$757000	\$83270
Mobile \$0	\$0
Total \$1395000	\$153450
Exemptions \$0	
School District 212	Net Assessed \$153450
School Levy \$119.02	Estimated Taxes \$18263.62

Land Information				
Land Use: Commercial				
Lots	Acres	SF	Width	depth
0	0	58000	0	0
Description SF				

Miscellaneous Structures				
Description	YrBlt	LxW	Units	
Dumpster Enclosure	0	X	1	
Yard Paving Concrete	0	X	814	
Yard Paving Blacktop	0	X	44516	
Yard Paving Blacktop	0	X	-12216	
GBA	0	X	5442	
N/A	0		0	
N/A	0		0	
N/A	0		0	
N/A	0		0	
N/A	0		0	

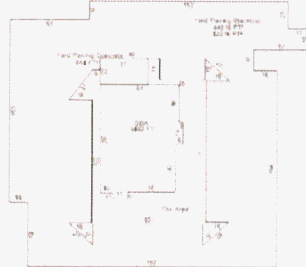
Building No. 1	Account Number R146863640
Sub Name UNPLTD PT SEC 18 13N 3W	
Lot: 000	Block 000
Area Name 13N-3W	
Section 18	Township 13N Range 03W

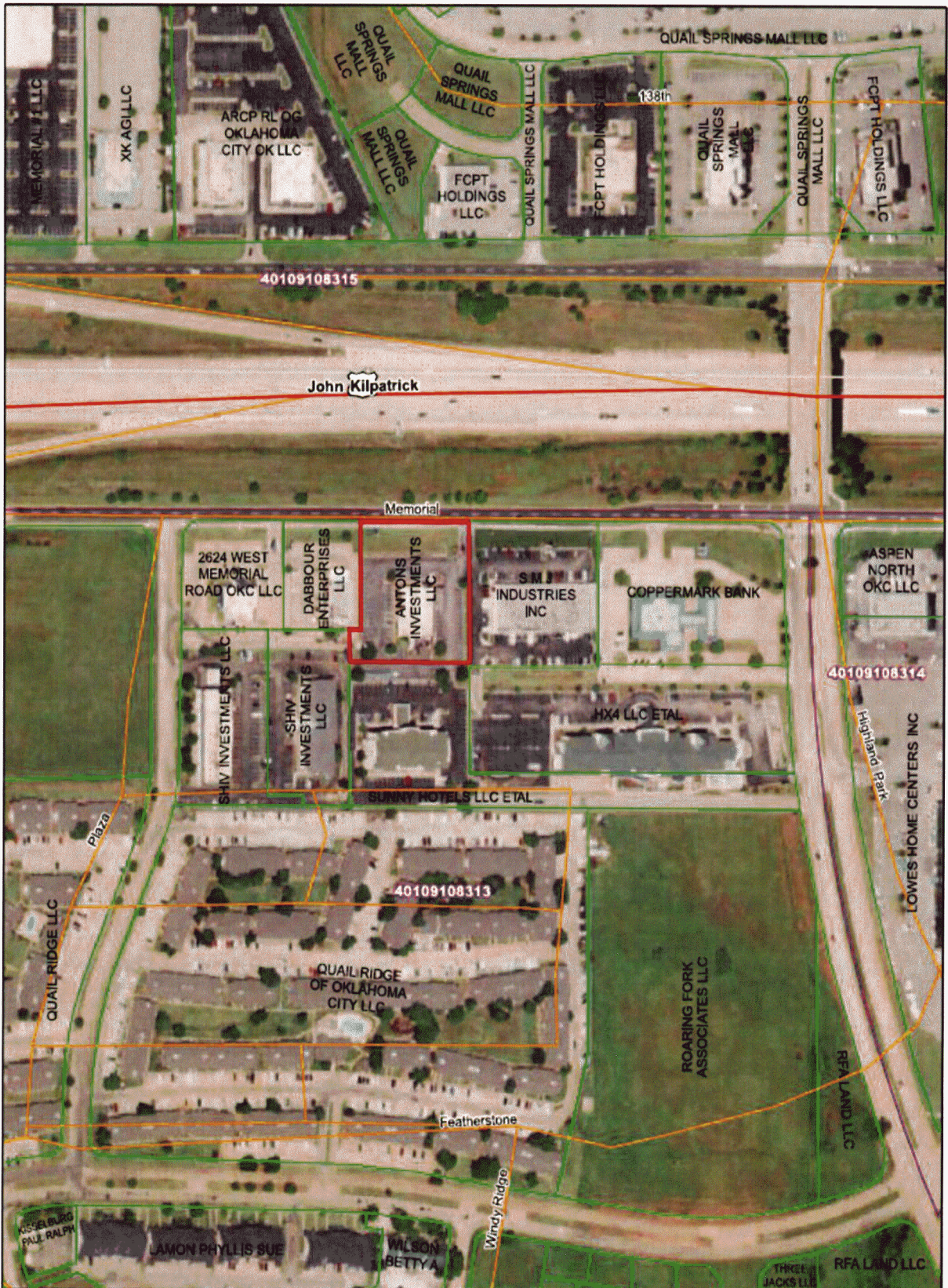
Sales Information			
Sale Date	Sale Price	Book/Page	\$/SF
20220711	1550000	15211/1643	284.82
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20170125	1555000	13354/1498	285.74
Grantor: BEST LOCATIONS LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20170125	0	13398/978	0
Grantor: BEST LOCATIONS LLC			

Mobile Home Information	
Serial No.	
Make	
Tag No.	LxW 0 x 0

Building Elements		
Type	Commercial	
Style	Restaurant	
Design	Restaurant	
Quality	Good Plus	Interior Finish N/A
Condition	N/A	
Roof	Flat	Built Up Rock
Exterior Wall	N/A	N/A
Foundation	Slab	Fireplace N/A
Heat	Complete HVAC	Air N/A
Beds	0	Baths 0 Total Rooms 0
Garage	N/A	Garage SF 0
Porch	N/A	Porch SF 0
Basement	N/A	Basement SF 0
Year Built	2005	Eff Year Built: 2005 Year Remodeled 0
Square Footage	5442	

Commercial Elements		
Stories	N/A	Story Height 00 Perimeter 0000
Units	0	Rent 000
Class Description	N/A	





Comparable Sale #4

Tulsa County Records [OK]

Owner Information
 TULSA BLENDED LLC
 1713 BAGLEY AVE
 LOS ANGELES, CA 900354109
Property Address
 10801 E 31 ST S TULSA 741460000

Building No. 1
Account Number
R12055941834275
Sub Name: EASTPOINT
Lot: 2 **Block:** 1
Area Name: TULSA CITY
Section: 18 **Township:** 19N **Range:** 14E

Building Elements
 Type Commercial
 Style Fast Food Restaurant
 Design Fast Food Restaurant
 Quality Good Interior Finish N/A
 Condition Good
 Roof Flat N/A
 Exterior Wall N/A N/A
 Foundation N/A Fireplace N/A
 Heat Complete HVAC Air N/A
 Beds 0 Baths 0 Total Rooms 0
 Garage N/A Garage SF 0
 Porch N/A Porch SF 0
 Basement N/A Basement SF 0
 Year Built 2015 Eff Year Built 2018 Year Remodeled 2020
 Square Footage 2664

Taxable Market		Assessed Value
Land	\$345000	\$37950
Improved	\$1898000	\$208780
Mobile	\$0	\$0
Total	\$2243000	\$246730
Exemptions		\$0
School District T-1A	Net Assessed	\$246730
School Levy \$126.91	Estimated Taxes	\$31312.5

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20200714	2243000	0/0	841.97
Grantor: TRIPEAK P9 LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20200121	750000	0/0	281.53
Grantor: JULI, LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20150323	475000	0/0	178.3
Grantor: SANDITEN, WILFRED T TTEE WILFRED T SANDITEN REV TR			

Land Information

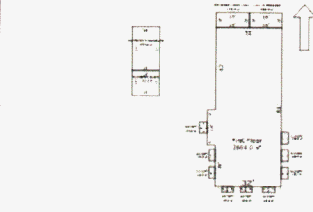
Land Use	Commercial			
Lots	Acres	SF	Width	depth
0	0.792	34500	0	0
Description	N/A			

Mobile Home Information
 Serial No.
 Make
 Tag No. LxW 0 x 0

Commercial Elements
 Stories N/A Story Height 00 Perimeter 234
 Units 1 Rent 000
 Class Description Wood Frame

Miscellaneous Structures

Description	YrBlt	LxW	Units
Paving asphalt, medium trucks	0	X	22285
Service Building Brick Avg	0	X	156
Dumpster Enclosure	0	X	1
N/A	0	0	0
N/A	0	0	0
N/A	0	0	0
N/A	0	0	0
N/A	0	0	0
N/A	0	0	0



LT 2 BLK 1 Legal Description



Comparable Sale #5

Tulsa County Records [OK]

Owner Information
 MO & ABBY RENTALS LLC
 1813 W CANTON CT
 BROKEN ARROW, OK 740126885

Property Address
 3302 W KENOSHA ST N BROKEN ARROW 74012

	Taxable Market	Assessed Value
Land	\$1178100	\$129591
Improved	\$21900	\$2409
Mobile	\$0	\$0
Total	\$1200000	\$132000
	Exemptions	\$0
School District BA-9A	Net Assessed	\$132000
School Levy \$129.06	Estimated Taxes	\$17035.92

Land Information

Land Use:	Acres	SF	Width	depth
Commercial	0	78543.036	286	274
Description	N/A			

Miscellaneous Structures

Description	YrBlt	LxW	Units
Paving concrete heavy duty trucks high		X	52000
Yard Paving Concrete Avg	0	X	2715
Canopy - CM Drive Under Good	0	X	600
Canopy - Metal/Low	0	X	440
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0

Building No.
1

Account Number
R83360840469540

Sub Name: BRICKTOWN WEST EXT PRT RSB L1 B2 BR
 Lot 2 Block 1
Area Name: BROKEN ARROW CITY
 Section 04 Township 18N Range 14E

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20211208	1200000	0/0	138.19
Grantor: SMITH, WILLIAM E & CAROLS			
Sale Date	Sale Price	Book/Page	\$/SF
20101104	3333000	0/0	383.81
Grantor: CARDINAL ENTERPRISES LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20061110	1178500	0/0	135.71
Grantor: BRICKTOWN WEST LLC			

Mobile Home Information

Serial No.
 Make
 Tag No. LxW 0 x 0

Building Elements

Type	Commercial
Style	Restaurant
Design	Restaurant
Quality	Average
Interior Finish	N/A
Condition	Avg
Roof	Flat
Exterior Wall	N/A
Foundation	N/A
Heat	Complete HVAC
Bed	0
Bath	0
Total Rooms	0
Garage	N/A
Garage SF	0
Porch	N/A
Porch SF	0
Basement	N/A
Basement SF	0
Year Built	2007
Eff Year Built	2008
Year Remodeled	2022
Square Footage	8684

Commercial Elements

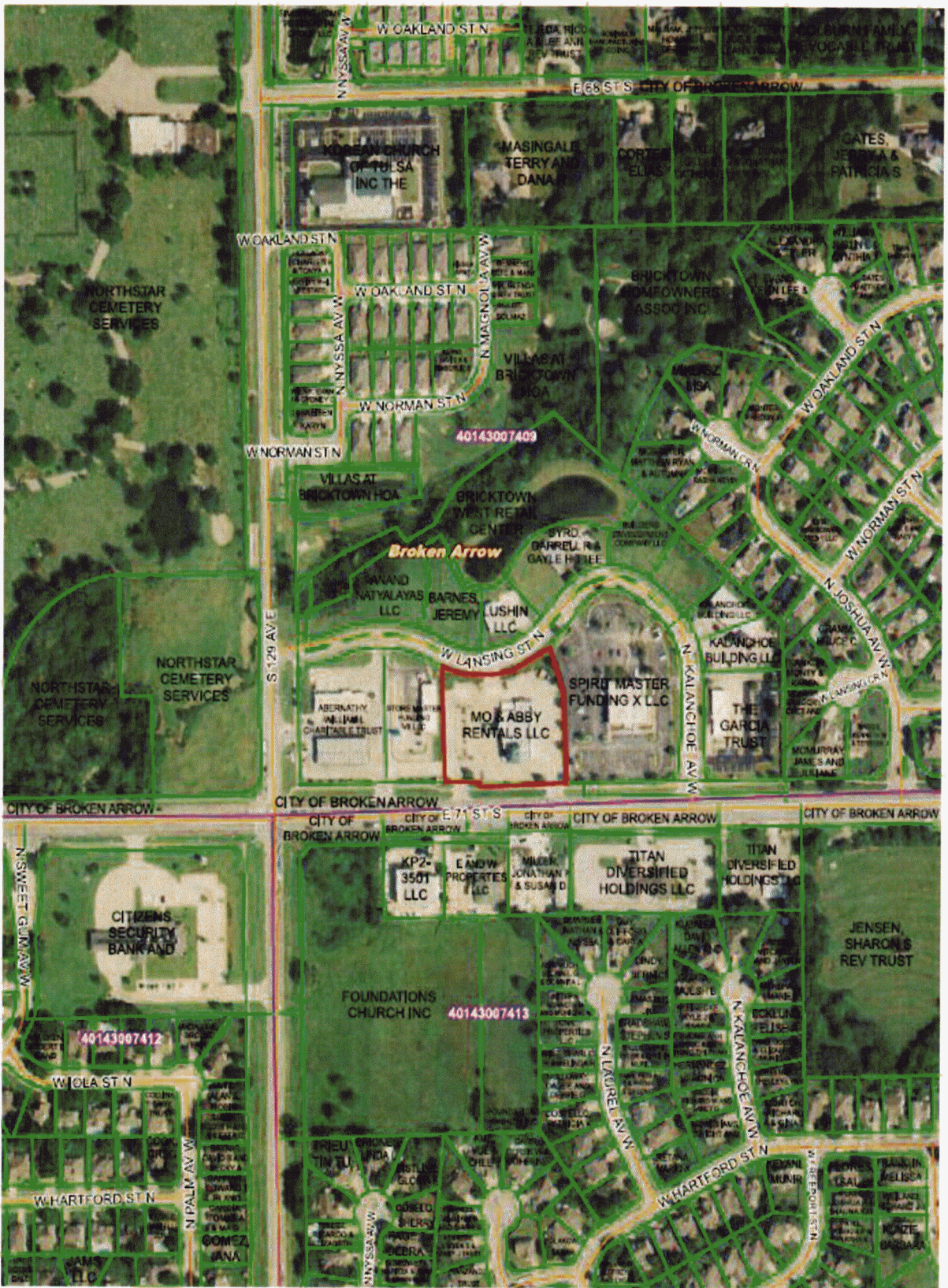
Stories	N/A
Story Height	00
Perimeter	422
Units	1
Rent	000
Class Description	Masonry



83360-84-04-69540 (3/2020)

E34.49 LT 1 & ALL LT 2 BLK 1

Legal Description



Comparable Sale #6

Oklahoma County Records [OK]

Owner Information
 RG OLIE LLC
 6305 WATERFORD BLVD STE 480
 OKLAHOMA CITY ,OK 73118
 Property Address
 6728 N OLIE AVE

Building No. 1
 Account Number R085596775
 Sub Name: NORTH OKLA CITY ADD
 Lot: 000 Block 135
 Area Name: 12N-3W
 Section 4 Township 12N Range 03W

Building Elements
 Type Commercial
 Style Restaurant
 Design Restaurant
 Quality Good Interior Finish N/A
 Condition N/A
 Roof Flat Built Up Rock
 Exterior Wall Masonry Concrete Block N/A
 Foundation Slab Fireplace N/A
 Heat Package Unit Air N/A
 Beds 0 Baths 0 Total Rooms 0
 Garage N/A Garage SF 0
 Porch N/A Porch SF 0
 Basement N/A Basement SF 0
 Year Built 2000 Eff Year Built 2000 Year Remodeled 0
 Square Footage 4082

	Taxable Market	Assessed Value
Land	\$321792	\$35397
Improved	\$376809	\$41449
Mobile	\$0	\$0
Total	\$698601	\$76846
	Exemptions	\$0
School District 200	Net Assessed	\$76846
School Levy \$122.82	Estimated Taxes	\$9438.23

Sales Information

Sale Date	Sale Price	Book/Page	\$/SF
20190507	720000	14016/1861	176.38
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20170912	690000	13552/1367	169.03
Grantor: N OLIE RE LLC			

Sale Date	Sale Price	Book/Page	\$/SF
20170615	1341500	13485/1488	328.64
Grantor: STORE MASTER FUNDING III LLC			

Land Information

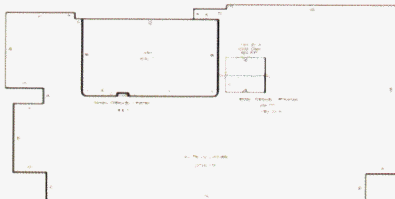
Land Use:	Acres	SF	Width	depth
Commercial	0	40224	0	0
Description SF				

Mobile Home Information
 Serial No.
 Make
 Tag No. LxW 0 x 0

Commercial Elements
 Stories N/A Story Height 00 Perimeter 0000
 Units 0 Rent 000
 Class Description N/A

Miscellaneous Structures

Description	YrBlt	LxW	Units
Yard Paving Concrete	0	X	23745
Canopy Walkway Finished	0	X	14
Canopy Walkway Unfinished	2019	X	264
Wood Deck	2019	X	528
GBA	0	X	4082
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Legal Description
 NORTH OKLA CITY ADD 135.000 W 160FT OF LOT 1



Comparable Sale #7

Tulsa County Records [OK]

Owner Information	
BD HOMES LLC & DORSEY ENTERPRISES OF TULSA LLC 6528 E 101ST ST STE D1-422 TULSA, OK 741336754	
Property Address	
8310 E 71 ST S TULSA 74133	

Building No.	Account Number
1	R77303831204890
Sub Name: TESORO ADDN RESUB N556 L4 B1 EL PASO	
Lot: 1	Block: 1
Area Name: BERRYHILL	
Section: 12	Township: 18N Range: 13E

Building Elements	
Type	Commercial
Style	Fast Food Restaurant
Design	Fast Food Restaurant
Quality	Good Interior Finish N/A
Condition Avg	
Roof	Flat N/A
Exterior Wall	N/A N/A
Foundation	N/A Fireplace N/A
Heat	Complete HVAC Air N/A
Beds	0 Baths 0 Total Rooms 0
Garage	N/A Garage SF 0
Porch	N/A Porch SF 0
Basement	N/A Basement SF 0
Year Built	1992 Eff Year Built 2004 Year Remodeled 2008
Square Footage	3983

Taxable Market		Assessed Value
Land	\$428600	\$47146
Improved	\$497200	\$54692
Mobile	\$0	\$0
Total	\$925800	\$101838
	Exemptions	\$0
School District T-9A	Net Assessed	\$101838
School Levy \$127.87	Estimated Taxes	\$13022.03

Sales Information			
Sale Date	Sale Price	Book/Page	\$/SF
20230914	1375000	0/0	345.22
Grantor: BURRITO REAL ESTATE LLC			
Sale Date	Sale Price	Book/Page	\$/SF
20080118	850000	0/0	213.41
Grantor: KIMVEN CORP			
Sale Date	Sale Price	Book/Page	\$/SF
19960130	0	05779/00113	0
Grantor:			

Land Information				
Land Use: Commercial				
Lots	Acres	SF	Width	depth
0	0.656	28575	0	0
Description N/A				

Mobile Home Information	
Serial No.	
Make	
Tag No.	LxW 0 x 0

Commercial Elements		
Stories	N/A	Story Height 00 Perimeter 318
Units	1	Rent 000
Class Description	Metal Frame	

Miscellaneous Structures			
Description	Yrbit	LxW	Units
Paving asphalt employee parking	0	X	18000
Dumpster Enclosure	0	X	1
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



R77303831204890 (04/2020)

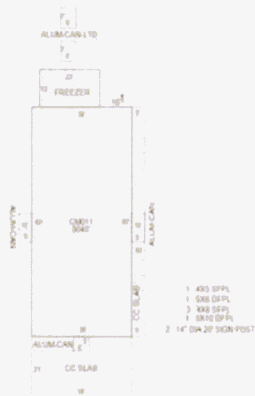
Legal Description
LT 1 BLK 1



Comparable Sale #8

Parcel Number:	12-01268-000
County Name:	Benton County
Property Address:	JASAI JN LLC 207 S BLOOMINGTON ST LOWELL, AR Map This Address
Mailing Address:	JASAI JN LLC 9167 BRENHAM CT MONTGOMERY AL 36117
Collector's Mailing Address:	JASAI JN LLC 9167 BRENHAM CT MONTGOMERY, AL 36117
Total Acres:	1.16
Timber Acres:	0.00
Sec-Twp-Rng:	12-18-30
Lot/Block:	5A-1/
Subdivision:	MONROE CORNER COMM SUB-LOWELL
Legal Description:	REPLAT 7/09/03 2003-560.
School District:	CL30 ROGERS (LOWELL CITY)
Improvement Districts:	REDEVELOPMENT DIST 1 LOWELL
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Commercial Improvement #1



Building Section #: 1
 Business Name: TACO BELL
 Location: 207 S BLOOMINGTON
 Total SF: 3,040
 Stories: 1
 Year Built: 2005
 Effective Age: 8

Occupancy:	Code	Description	Class	Percent
	349	FAST FOOD RESTAURANT	D-3	100%

Land Divisions

Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
COMM	50,529 sqft					

Sales History

Filed	Sold	Price	Grantor	Grantee	Book	Page	Deed Type
3/25/2022	3/18/2022	2,334,000	K-MAC ENTERPRISES INC	JASAI JN LLC	L2022	19524	SWD(SPECIAL WARRANTY DEED)
3/25/2022	3/16/2022	0	DILUMA PROPERTIES LLC	K-MAC ENTERPRISES INC	L2022	19523	AFF(AFFIDAVIT)
1/27/2022	12/2/2021	1,100,000	DILUMA PROPERTIES LLC	K-MAC ENTERPRISES INC	L2022	05882	WD(WARRANTY DEED)
9/30/2019	9/19/2019	775,000	FMI SILVER LLC	DILUMA PROPERTIES LLC	L2019	51871	SWD(SPECIAL WARRANTY DEED)
9/12/2016	9/7/2016	910,000	ARKMO FOODS LLC	FMI SILVER LLC	2016	55115	SWD(SPECIAL WARRANTY DEED)
8/12/2003	8/12/2003	40,000	HMG INVEST	ARKMO	2003	22564	CORRWD(CORRECTED WARRANTY DEED)
3/4/2003	3/4/2003	200,000	HMG INVEST	ARKMO	2003	5286	WD(WARRANTY DEED)
10/15/2001	10/15/2001	1,550,000	SCHWYHART	HMG (8P)	2001	159003	WD(WARRANTY DEED)
11/10/2000	11/10/2000	0	COLEMAN DIVORCE PROP	SETTLEMENT	NA	NA	OTHER(OTHER DOCUMENT)
6/1/2000	6/1/2000	400,000	HUDSON	SCHWYHART	2000	53964	WD(WARRANTY DEED)
9/16/1998	9/16/1998	450,000	SCHWYHART	HUDSON(2P)	98	98664	WD(WARRANTY DEED)
3/26/1998	3/26/1998	0	COLEMAN, W	CORTER, C	98	28728	WD(WARRANTY DEED)



Qualifications of

R. D. "Bob" GRACE, MAI, SRA, CRE

Oklahoma State Certified General No. 11452CGA

Mr. Grace is the senior appraiser with Grace & Sons Appraisal Service. He brings 20 plus years of experience in real estate advisory, consulting, and environmental economics. His primary areas of concentration are litigation consulting, construction defect, externality impact, and proximity damage analysis. Mr. Grace has testified as an expert in deposition, trial and mediation proceedings. Additionally, he has qualified on numerous occasions as an expert witness in federal, district, and state courts.

In addition to testifying as a damages expert, his real estate industry experience includes residential and commercial property, evaluation services for mortgage lenders, nationally recognized corporations, multi-national corporations, corporate relocation companies, and property owners.

Mr. Grace is in the 1% of appraisers worldwide to hold the prestigious MAI and SRA designations. His past experience includes serving in an elected position on the Board of Directors at the Appraisal Institute. In his time on the board, Mr. Grace was heavily involved in discussions with the leaders of The Appraisal Foundation, The National Association of Realtors, congressmen and women, and other industry leaders.

The resources of the firm enable Mr. Grace to provide a broad scope of services, allowing his current focus to lean toward the difficult and complex. This in turn causes him to be a sought-after authority for numerous newspapers and trade publications providing opinions, advice, and information.

Education

- Graduate, Oklahoma State University
- Stillwater, Oklahoma 1994
- Degree in Finance & Accounting

Appraisal Courses

- Standards of Professional Practice Course I & II,
- Basic Real Estate Appraisal Course I & II,
- Federal Highway Administration (FHWA Guideline Seminar),
- FHA Appraisal Seminar.
- EDI/AVM Seminar,
- Oklahoma Department of Transportation Federal Highway Administration,
- Residential Demonstration Report Writing,

- Advanced Residential Form & Narrative Report Writing.
- Attacking & Defending the Appraisal in a Litigation
- Basic and Advanced Income Capitalization
- Numerous additional courses

Experience

- Grace & Sons Appraisal Service, Inc. 1994 to Present
- Litigation support
- Assignments also included Agricultural, Residential, Commercial and Industrial Properties.

Qualifications

- Appraisal Institute National Board of Directors 2009-2012
- Oklahoma State Certified General
- Member of the Appraisal Institute Designated MAI and SRA
- VA Approved Appraiser #1291 & FHA Approved Appraiser CHUMS #4241.
- Qualified Expert Witness in state, federal and district courts.
- *Member of The Counselors of Real Estate*

Community involvement

- Board of Directors at Scope Ministries International, Christian Counseling
- Mentor of foster kids at Stand in the Gap Ministries (SITGM)

Great Plains Chapter of the Appraisal Institute Offices held:

- President 2006-2008,
- Secretary, Treasurer 2004-2006, and numerous committee assignments.

State of Oklahoma



Glen Mulready, Insurance Commissioner

Oklahoma Real Estate Appraiser Board

This is to certify that:

Robert D Grace

has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a State Certified General Real Estate Appraiser in the State of Oklahoma.

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 18th day of April, 2022.

*Glen Mulready, Insurance Commissioner
Chairperson, Oklahoma Real Estate Appraiser Board*

Members, Oklahoma Real Estate Appraiser Board



Brandon Witt

Patricia M. Brown

*Expires:
04/30/2025*

*Oklahoma Appraiser Number:
11452CGA*

The SRA Professional Membership Designation

The SRA professional membership designation is held by appraisers who are experienced in the valuation of single-family dwellings and two, three, and four-unit residential properties. To receive the SRA designation, the appraiser must have fulfilled the following technical requirements:

Education

Received a passing grade on a series of examinations that tested the appraiser's knowledge of:

- Real Estate Principles
- Residential Valuation Techniques
- Standards of professional practice
- Report writing
- Hold an undergraduate college degree from an accredited educational institution (or comply with specified alternatives)

Experience

- Received credit for residential appraisal experience.

Demonstration Report

- Received credit for a demonstration appraisal report, relating to a one to four-unit residential property.

Continuing Education

- To maintain the designation a member must fulfill a rigorous cycle of continuing education in which credit is earned for attending training courses and seminars. This requirement includes attendance at and passing of the examinations corresponding to the Appraisal Institute's Standards of Professional Practice, Parts A & B.



The MAI Professional Membership Designation

The MAI professional membership designation is held by appraisers who are experienced in the valuation of commercial, industrial, residential and other types of properties, and advise clients on real estate investment decisions. To have received the MAI designation, the appraiser must have fulfilled the following technical requirements:

Education

Received a passing grade on a series of examinations that tested appraiser's knowledge of:

- Real Estate Principles
- Valuation Techniques
- Capitalization Techniques
- Appraisal problem analysis
- Standards of professional practice
- Report writing
- Received a passing grade on the comprehensive examination (a requirement since 1971)
- Hold an undergraduate degree from a four-year accredited educational institution (or comply with specified alternatives)

Experience

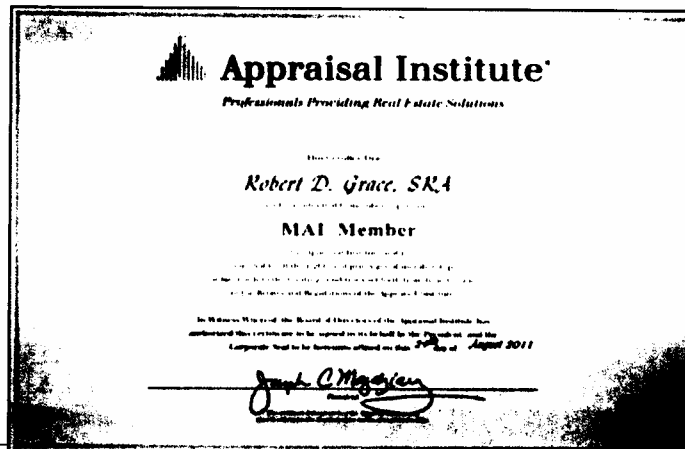
- Received credit for specialized appraisal experience of real estate other than one to four-family residential properties.

Demonstration Report

- Received credit for a demonstration appraisal report that satisfactorily demonstrated the appraiser's ability to present a properly supported value estimate of the nature, quality, or utility of an income producing property.

Continuing Education

- To maintain the designation a member must fulfill a rigorous cycle of continuing education in which credit is earned for attending training courses and seminars. This requirement includes attendance at and passing of the examinations corresponding to the Appraisal Institute's Standards of Professional Practice, Parts A & B.



9:56



Tim



Yeah I can't wait

May 17, 2021 at 8:46 AM

Did we not do FBK numbers or is James doing them

He is

Ok good

May 17, 2021 at 5:21 PM

Are we going to stick with 2.5% bonus for us?

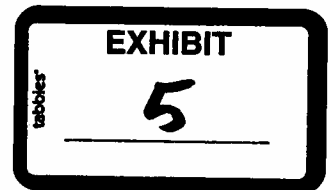
I think it is a good number, and we have Melissa to keep us honest on P&L's so we are not playing the system to show better profitability

Hey will u ask Scott if they took my door apart or anything. My drivers side door mirror is not extending by itself

Ok

From Scott:

No. Didn't take anything apart on that door or any door for that matter. Glue pulled everything on the sides. Plus I





FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OCT - 5 2022

SWADLEY'S FOGGY BOTTOM)
KITCHEN, LLC, an Oklahoma limited)
liability company,)
)
Plaintiff,)
)
v.)
)
CURT BREUKLANDER,)
)
Defendant.)

RICK WARREN
COURT CLERK

41 _____

Case No. CJ-2022-2867
Hon. Sheila Stinson

AFFIDAVIT OF TIM HOOPER

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

I, Tim Hooper, of lawful age, being first duly sworn upon oath, depose and state as follows:

1. I am the Vice President of Plaintiff, Swadley's Foggy Bottom Kitchen, LLC ("Swadley's FBK").

2. I make this affidavit on the basis of personal knowledge, as I am personally familiar with all the facts and documents at issue.

3. I have reviewed the facts alleged in the Petition that Swadley's FBK filed on June 21, 2022. The factual statements in the Petition, which are incorporated herein by reference, are true and accurate to the best of my knowledge and belief.

4. I have reviewed the facts alleged in Plaintiff's Combined (1) Response in Opposition to Defendant's Motion to Dismiss; and (2) Motion for Leave to Amend ("Motion") that Swadley's FBK is filing herewith. The factual statements in the Motion, which are incorporated herein by reference, are true and accurate to the best of my knowledge and belief.



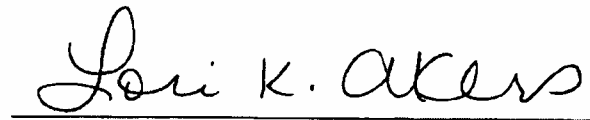
5. Since the publication of the statements set forth in the article from *The Oklahoman* attached as Exhibit 1 to Defendant's Motion to Dismiss and other statements on this same subject matter, the Oklahoma Tourism and Recreation Department has unilaterally canceled its contract with Swadley's FBK. The stated reasons for the cancellation track with the allegations made by the alleged "whistleblower" from that article.

FURTHER, AFFIANT SAITH NOT.


Tim Hooper

SUBSCRIBED and SWORN to before me this 5th day of October, 2022.

[SEAL]


Notary Public

My Commission Number/Expiration Date:

19011043 / 11 / 01 / 23

891962/06607

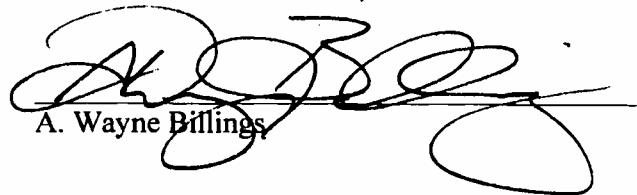


CERTIFICATE OF SERVICE

This is to certify that on October 5, 2022, a true and correct copy of the above and foregoing was sent by email and U.S. Mail, postage prepaid, to the following:

Conner L. Helms, OBA No. 12115
Scott A. May, OBA No. 33963
HELMS LAW FIRM
One NE Second Street, Suite 202
Oklahoma City, OK 73104
Telephone: (405) 319-0700
Facsimile: (405) 319-9292
Email: conner@helmslegal.com
scott@helmslegal.com

*Attorneys for Defendant,
Curt Breuklander*


A. Wayne Billings

891962/06607

2:49

LTE



Swadley



Wow

It's beaver all over again

Ur a madman!!

Just want it to be right

Git it son!!

Aug 21, 2020 at 11:59 AM

We're out

Thanks



voicemail-500.m4a

Audio Recording · 118 KB

Awesome!!!!

U want me to reach out

Yes

Hey we cleaned those invoices up took my name off it and salesperson. Separated the parking lot off to a separate invoice. Am I good to send

Yes



iMessage



Breuklander-OKSDT_000046

EXHIBIT

7

tabbles

2:54

LTE



Swadley

Sep 7, 2020 at 11:58 AM

Beeline's bill was \$39,744 at beavers

Call Jeff and get in the middle of him

Call me

Sep 7, 2020 at 6:58 PM

Fwd:L M -	Sales	Labor
7/31-	¿66.35	¿181.86
8/1-	¿-27.00	¿263.49
8/7-	¿10.50	¿195.72
8/8-	¿-24.70	¿267.99
8/14-	¿337.50	¿210.99
8/15-	¿-107.50	¿217.72
8/21-	¿-743.00	¿221.97
8/22-	¿180.00	¿224.17
8/28-	¿-1.50	¿114.20
8/29-	¿-3.00	¿183.15
9/4-	¿57.00	¿108.02
9/5-	¿115.00	¿225.49
Fwd:R N-	Sales	Labor
7/31-	¿0.00	¿100.84
8/1-	¿0.00	¿122.08
8/7-	¿58.50	¿111.89
8/8-	¿22.00	¿128.40
8/14-	¿0.00	¿107.20
8/15-	¿52.00	¿102.58
8/21-	¿0.00	¿81.39
8/22-	¿3.00	¿154.50
8/28-	¿0.00	¿107.67



Message



3:02

LTE



Swadley



What kind of margin you wanna make on the art group in quartz? 2x or 1.5x

Not to much

Tent, walls, a/c, generator and lights.
Make floors separate

Ok

Oct 5, 2020 at 8:07 AM

Costs per person per day
Food-\$11
Tent/HVAC-10.98
Flooring-\$6.25
Total-\$28.23
Mark up 2.5=\$70.58 per person per day

\$395,248 for two weeks

We make \$237,160 before labor

Oct 5, 2020 at 12:32 PM



Jay (Carpet & Tile Man) Floor Pro.vcf



Contact Card · 185 bytes

Oct 5, 2020 at 4:10 PM



3:09

LTE

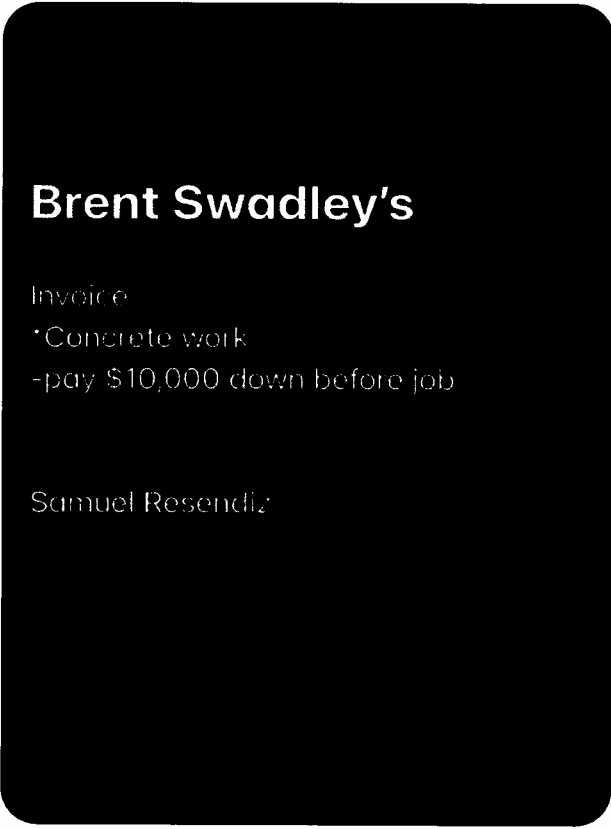


Swadley



Can ya right back

Oct 16, 2020 at 8:14 AM



Brent Swadley's

Invoice

*Concrete work

-pay \$10,000 down before job

Samuel Resendiz



South please pay today

Yes sir

Oct 16, 2020 at 1:17 PM

Call me

Oct 16, 2020 at 4:32 PM



3:27

LTE



Swadley



Dec 2, 2020 at 8:26 AM

FYI. We've gotten like 250k in the last two days from the state

That's good

Be sure and collect on the robbers Celio bill

For sure

Dec 2, 2020 at 11:30 AM

Why are we padding MWC invoices when we aren't financing it?

Dec 3, 2020 at 8:16 AM

Call me

Dec 3, 2020 at 12:20 PM



iMessage



3:37

LTE



Swadley

Yes

We fix and state pays
We can add very nice lights while we
are at it all around to help us stand
out. 911

Yes that's a 911 and let's make sure
the power for these are tide to the
event power and also side lights from
the resort rooms close by

Jan 5, 2021 at 9:18 PM

Ok

Jan 5, 2021 at 10:45 PM

Republicans lost both senate seats in
Georgia it's over democracy will
change greatly as we know it. We
"white race" has lost
Look out it's going bad

Not good

Jan 6, 2021 at 8:41 AM

Call me about brisket

Creekstone brisket-\$2.62
Brisket weight-14.25 lbs
Brisket weight-\$27.00



iMessage



3:41

LTE



Swadley

Jan 28, 2021 at 9:07 AM

I need you to answer Tori's question
30%? Or more

Done. I did more

Jan 28, 2021 at 12:59 PM

I've got Jerry on the phone are you
available

Jan 28, 2021 at 3:15 PM



63356129313__D
E32B157-01AC-40
65-8955-0ADED...



Image · 4.5 MB

Can we eliminate this for room for the
beer cooler. It's really redundant

Where is that

Next to the ice cream freezer in
beavers. There's a hand sink right
behind it and one at the end of the
line. It's really excess and we could
use the square footage

I Guess hate that though

Jan 29, 2021 at 12:17 PM

Are you paying Jerry's Blake \$20 ea



iMessage



Breuklander-OKSDT_000075

4:04

LTE



Swadley



Did Lisa tell u Oklahoma Joe's is building a restaurant at the marina in lake Murray?

Yes I told you months ago
They are only going to be open during summer and limited menu.
That's why I told you we need to add BBQ to Murray

Oh yeah that's right

May 21, 2021 at 11:22 PM

I wonder what they are thinking

Not sure if it's true we were told they were shipping meat fully cooked

May 22, 2021 at 3:00 PM

We're paying cooks at Jim's more than their everyone of their Managers. Including bonuses.

Not good

Wrong is what it is. These sumbitches back us up against a wall. I'm ready to fire everyone of them

Maybe we just do the dance around and lots of hugs very little change on



4:05

LTE



Swadley



I'd like to pay a few bonuses for this week:

- Cara-\$1000
- Leslie- \$1000
- Nick House- \$750
- Pedro Vega-\$500
- Tamera Haymes-\$750
- Koltan-\$1000
- Total-\$5000

All these folks worked 6+ days this week and deserve a little pat on the back.

I can have Tim wrap it into construction labor

Jun 1, 2021 at 4:21 AM

Yes I'll handle it

Jun 1, 2021 at 7:20 PM

https://www.foxbusiness.com/...

FOX BUSINESS Login Watch TV

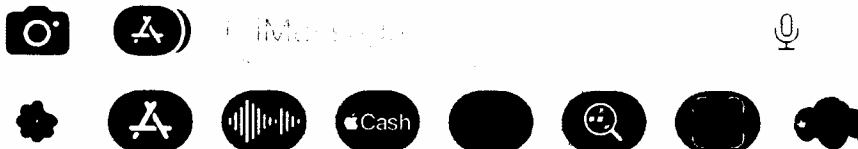
MARKETS Published 1 hour ago

JBS cyberattack forces shutdown all company's US beef plants

Meat shortage in the US a concern following cyberattack



By Thomas Barrabi | FOXBusiness



4:05

LTE 



Swadley

Jun 2, 2021 at 11:19 AM

Call me

Why haven't you gone over all the construction stuff yet

It was just completed yesterday and I was off. I have a meeting with Tim today at 3

By phone

Not good

I need to collect all we can and we said you and we're going to do together so this needs to be in person

Why are you going to beavers on Wednesday

I'm about to end Foggy's

I told u my schedule last week. We had all the guats coming today and Tonya came back so I felt I needed to be here to massage all the changes. And Tim and I were going to do a zoom meeting today to review

Then let's meet in the morning here

Ok I'll come back tonight then



Breuklander-OKSDT_000102

11/17/21, 3:22 PM

Quality Food Equipment
 813 NE Oak Street
 Oklahoma City, OK 73109

Statement
 Date: _____
 9/1/2020

To: _____
 From: Ronda
 Lake Murray State Park

Date	Transaction	Amount Due	
		9/1/20	9/1/21
08-14-2020	PAID 4298811	-116,822.97	-116,822.97
08-15-2020	JUN 19878 Due 08-05-2020	183,369.00	6,475.00
08-15-2020	JUN 19878 Due 08-05-2020	1,965.00	0.00
08-15-2020	JUN 19878 Due 08-05-2020	2,760.00	15,175.00
08-15-2020	JUN 19878 Due 08-05-2020	71.00	15,207.00
08-17-2020	JUN 19878 Due 08-05-2020	12,378.00	71,388.00
08-17-2020	JUN 19878 Due 08-05-2020	17,007.00	48,897.00
08-17-2020	JUN 19878 Due 08-05-2020	14,874.00	63,768.00
08-17-2020	JUN 19878 Due 08-05-2020	16,278.00	80,046.00
08-17-2020	JUN 19878 Due 08-05-2020	16,113.00	96,159.00
08-17-2020	JUN 19878 Due 08-05-2020	16,822.97	112,981.97
08-17-2020	JUN 19878 Due 08-05-2020		129.00
TOTAL			129.00

COMMENTS: 1-00 DAILY PAID DUE 11-01 DAILY PAID DUE 01-00 DAILY PAID DUE OVER 90 DAYS PAID DUE Amount Due 99.00

Just an FYI, Ronda never picked up her check.

Yes she's in the hospital

Have the girls send her flowers not sure where

Oh sorry to hear that. We will find out and send.

She's having kidney stone issues so there was a surgery today I believe that they were going to be removing the stones

Will be praying for her.

12/7/21, 2:07 PM

337865

Samuel Resendiz
 418 N 16th St

DATE	DESCRIPTION	AMOUNT	PAY
	8 pass cattle for	\$ 3,500	
	and a pipe or 12 x 20 yd long by the load for	\$ 300	
	Total	\$ 3,800	

KEEP THIS SLIP FOR REFERENCE

Cristie Fisher

From: Bryan King <Bking@fellerssnider.com>
Sent: Tuesday, March 12, 2024 8:32 AM
To: Erin Moore
Cc: Eric Shephard; Wayne Billings; Lexie Norwood
Subject: [EXTERNAL] RE: Tourism v. Swadley's FBK

Erin,

I disagree with your interpretation of the *Crest Infiniti II, LP v. Swinton*, 2007 OK 77 case as it relates to the deposition notices you issued to Messrs. Swadley and Hooper. *Crest Infiniti II* correctly notes, “[a]n official may be **named** in the notice **to the corporate party**” when seeking to depose a party corporation. Id., at ¶ 5. Here, you have not noticed the corporate party. Rather, you have noticed these gentlemen in their individual capacity. 12 O.S. § 3230(C)(5) states, “[t]his paragraph does not preclude taking a deposition by any other procedure authorized in the Oklahoma Discovery Code.” That alternative procedure is a subpoena.

If, as you indicated in your voicemail, you intend to make a record tomorrow, then let’s do it here in our office since that is the location set forth on the notices and I’ll make a record with you.

Respectfully,



Bryan N.B. King

Shareholder | Director
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102
W: 405 232 0621 | M: 405 823 7317
E: bking@fellerssnider.com



From: Erin Moore <erin.moore@oag.ok.gov>
Sent: Monday, March 11, 2024 5:22 PM
To: Bryan King <Bking@fellerssnider.com>
Cc: Eric Shephard <ESHEPHARD@fellerssnider.com>; Wayne Billings <WBillings@fellerssnider.com>; Lexie Norwood <lexie.norwood@oag.ok.gov>; Eric Shephard <ESHEPHARD@fellerssnider.com>
Subject: RE: Tourism v. Swadley's FBK

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Bryan,

I noted your footnote as to the validity of the notices and must disagree with you on that. Mr. Swadley and Mr. Hooper are both officers or managers of the entity such that they can be compelled to appear by notice only. See *Crest Infiniti II, LP v. Swinton*, 2007 OK 77. Mr. Swadley signed the contract with the State and set forth his status and tax returns as manager. Mr. Hooper has signed several affidavits in this and related cases about his status with Swadley’s Foggy Bottom Kitchen.

Erin M. Moore
Assistant Attorney General

From: Bryan King <Bking@fellerssnider.com>
Sent: Monday, March 11, 2024 4:47 PM
To: Erin Moore <erin.moore@oag.ok.gov>
Cc: Eric Shephard <ESHEPHARD@fellerssnider.com>; Wayne Billings <WBillings@fellerssnider.com>; Lexie Norwood <lexie.norwood@oag.ok.gov>; Eric Shephard <ESHEPHARD@fellerssnider.com>
Subject: [EXTERNAL] RE: Tourism v. Swadley's FBK

Erin,

I tried calling you back this afternoon as soon as I got out of my deposition and saw your email below. As I mentioned on your voicemail, I filed out motion this afternoon (see attached), and delivered a copy to Judge Stinson's chambers. At that time, because you had requested an audience with her tomorrow, I inquired about her availability. Her bailiff informed me that Judge Stinson is out all week and unavailable. She set our motion for hearing on April 5, 2024, at 10:00 a.m (see attached).

Even though Judge Stinson is not available, I'm available on and off tomorrow for a phone call with you to discuss further. Regardless of your opinion of the merits of our motion, we cannot dictate to the Court when our motion will be heard. And as a courtesy to you for planning purposes, I want to make clear that Messrs. Swadley and Hooper will not be attending depositions on Wednesday. Apart from the issue of a sequencing/timing order under 12 O.S. § 3226 (D), the Notices of Deposition for Messrs. Swadley and Hooper are facially invalid as discussed in our motion. As such, they have not been served and are under no obligation to attend at present.

Respectfully,



Bryan N.B. King
Shareholder | Director
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102
W: 405 232 0621 | M: 405 823 7317
E: bking@fellerssnider.com

From: Erin Moore <erin.moore@oag.ok.gov>
Sent: Monday, March 11, 2024 10:53 AM
To: Bryan King <Bking@fellerssnider.com>
Cc: Eric Shephard <ESHEPHARD@fellerssnider.com>; Wayne Billings <WBillings@fellerssnider.com>; Lexie Norwood <lexie.norwood@oag.ok.gov>
Subject: RE: Tourism v. Swadley's FBK

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Bryan,

I called your office to discuss your email and the unfiled motion; however, you were in deposition. I then left a voicemail for Wayne. To restate my voicemail, I think you need to file your motion even though I think it is improper and not well founded. Additionally, the motion needs to be heard tomorrow as filed motions without a court order do not actually stay a deposition. I know that in this jurisdiction a practice has developed whereby parties voluntarily delay the deposition pending the outcome of the motion; however, in this case that is not feasible. We are now less than 45 days from pretrial.

I am not canceling the depositions. I originally issued a notice for Mr. Swadley's deposition on February 27, 2024 for his deposition on March 6. I then as a courtesy withdrew that notice to allow you all to discuss his civil deposition in light of the parallel proceedings. However, you have elected not to file a motion to stay based upon constitutional guarantees but on this disingenuous basis. A properly filed motion on an actual basis might get me to cancel the depositions. However, the scheduling order was initially requested by your motion and each agreed to extension initiated by me was only to the amount of time your client would agree to. I am conducting the discovery I need to meet the current deadline. Depositions of Gino DeMarco and Lt. Governor Pinnell have been conducted. Finally, Mr. Hooper signed an affidavit that is attached to the motion you elected to file and I am entitled to test his knowledge and credibility in that affidavit.

Please let me know when you file and when we will argue tomorrow. If you would like to discuss anything, I am available.

Sincerely,

Erin M. Moore
Assistant Attorney General

From: Bryan King <Bking@fellerssnider.com>
Sent: Monday, March 11, 2024 8:08 AM
To: Erin Moore <erin.moore@oag.ok.gov>
Cc: Eric Shephard <ESHEPHARD@fellerssnider.com>; Wayne Billings <WBillings@fellerssnider.com>
Subject: [EXTERNAL] Tourism v. Swadley's FBK
Importance: High

Erin,

We're in receipt of your deposition notices and subpoena setting the depositions of Messrs. Swadley, Hooper, and Breuklander for this Wednesday and Thursday (March 13 and 14). As you know, we've also just recently received a copious document production from you dosed out in piecemeal fashion which include nearly seven thousand pages of information discussing invoices and other materials underlying Tourism's claims and including your experts' findings and opinions. Our witnesses need ample time to evaluate this information which we've been waiting on for a long time.

Please be advised that we object to the deposition notices/subpoena and are filing a motion for protective order to quash them and to establish the sequence and timing of the discovery going forward. As a courtesy, an unfiled draft of the motion we intend to file later today is attached here. It is my understanding that you and Wayne Billings already spoke and conferred about the sequence of depositions and were unable to reach an agreement. Nevertheless, I renew our position again here:

1. We agree to give you an extension of time to respond to our motion for summary judgment, and if an overall extension of deadlines is necessary, we will consent to that.
2. We serve our own discovery requests and get Tourism's responses.
3. You agree not to notice Brent Swadley, Tim Hooper, or Curt Breuklander for deposition until after such time as we complete the discovery in Item #4 below.
4. We take the depositions of several key witnesses, including at least the following: a corporate representative of Tourism, Katherine Nichols, Ben Davis, Brett Thomas, Ann Igo, Allen Jones; and Tourism's experts.

We recognize there is no statutory right for a party to dictate the sequence of discovery, but as demonstrated in the attached motion, the Discovery Code contemplates and authorizes the Court to enter orders regarding the sequence and timing of discovery when, as here, the interests of justice and avoidance of prejudice are served. Please let me know if you wish to discuss this further as we remain committed to good faith discussions. However, given the short amount of time between the issuance of the deposition notices/subpoena and the deposition dates, we must file our motion quickly.

Kind regards,



FELLERS SNIDER
ATTORNEYS AT LAW

Bryan N.B. King

Shareholder | Director
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102
W: 405 232 0621 | M: 405 823 7317
E: bking@fellerssnider.com

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

SWADLEY'S FOGGY BOTTOM)	
KITCHEN, LLC, an Oklahoma limited)	
liability company,)	
)	
Plaintiff,)	
v.)	Case No. CJ-2022-2867
)	
CURT BREUKLANDER,)	
)	
Defendant.)	

TRANSCRIPT OF THE PROCEEDINGS

HELD ON THE 4TH DAY OF OCTOBER, 2022

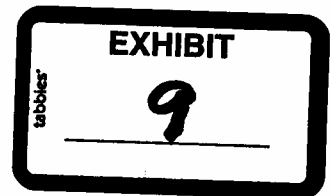
HEARD BEFORE

THE HONORABLE SHEILA D. STINSON

DISTRICT JUDGE

REPORTED BY:

CHARLY YOST-SEWELL, CSR
OKLAHOMA COUNTY COURTHOUSE
321 PARK AVENUE, SUITE 712
OKLAHOMA CITY, OKLAHOMA 73102
(405) 713-1444



A P P E A R A N C E S

MR. BRYAN N.B. KING

100 North Broadway Avenue, Suite 1700

Oklahoma City, Oklahoma 73102

Attorney for Plaintiff, Swadley's Emergency Relief Team

MR. CONNER L. HELMS

MR. SCOTT A. MAY

1 Northeast 2nd Street, Suite 202

Oklahoma City, Oklahoma 73104

Attorneys for Defendant, Curt Breuklander

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I N D E X

Hearing on the motions..... 4

CURTIS BREUKLANDER testified:

 Direct Examination by Mr. Helms..... 22

 Cross-Examination by Mr. King..... 35

 Redirect Examination by Mr. Helms..... 44

 Examination by the Court..... 47

 Further Redirect Examination by Mr. Helms.... 49

End of proceedings..... 50

Certificate of the court reporter..... 51

C O N T E N T

DEFENDANT'S EXHIBITS:	OFFERED:	RULED:
2. Article by The Oklahoman	31	31
3. Article by The Journal Record	31	31
4. Invoice	28	28
5. Plaintiff's Responses to Defendant's	35	35
First Set of Discovery Requests to Plaintiff		

1 (Whereupon, the following proceedings were held in open
2 court on the 4th day of October, 2022:)

3 THE COURT: We are on the record in CJ-2022-2867.
4 If counsel will announce their appearance for the
5 record beginning with the plaintiff.

6 MR. KING: Bryan King on behalf of Plaintiff
7 Swadley's.

8 MR. HELMS: Good morning, Your Honor. Conner
9 Helms and Scott May on behalf of Defendant Curt Breuklander,
10 who is present here in the front row with his wife,
11 Ms. Breuklander.

12 THE COURT: We are set today on defendant's
13 special entry of appearance and motion to dismiss that was
14 filed August 19, 2022. This hearing is taking place within
15 the statutory time requirements to set this hearing.

16 I have also received and reviewed plaintiff's
17 combined response in opposition to defendant's motion to
18 dismiss and motion for leave to amend.

19 I also have defendant's response to plaintiff's
20 motion for leave to amend and defendant's reply to
21 plaintiff's response and opposition to defendant's motion to
22 dismiss.

23 The purpose of today's hearing is for me to
24 receive any legal argument or evidence that the parties wish
25 to present pursuant to the multiple burden shifting

1 requirements under the Citizens Participation Act.

2 So let me begin with Mr. King. The first question
3 that I must -- I'm required to meet is: Does Plaintiff
4 agree that the statements made by the defendant are based
5 on, relate to, or in response to his exercise of the right
6 of free speech, petition, or association? I think we're
7 more on the free speech than the petition or association
8 portion of that statute. But is there any argument to be
9 had that this doesn't even trigger the OCPA due to the fact
10 that this was not an exercise of free speech?

11 MR. KING: Your Honor, we do not concede that. We
12 don't see defamation as protected free speech. And the
13 causes of action here that are being attacked under the OCPA
14 are two causes of action. Indemnification and contribution
15 have nothing to do and don't implicate free speech or the
16 right to associate, assemble, or gather a petition. And
17 then the other one being defamation, which it's clear that
18 defamation is not protected free speech and that gets to the
19 crux of the merits of the case, which is: If it's not
20 defamation, it's protected. If it is defamation, it's not
21 protected, it's not a constitutional right that was intended
22 to be protected by the OCPA.

23 THE COURT: And I'm segmenting out the two counts
24 because I think we have very different issues as to the
25 defamation issue. And then at the end I'll take up the

1 indemnification and contribution argument because I think
2 those are very different issues that I have to address, and
3 I have some questions for you as to that.

4 But focusing solely on the defamation -- and
5 granted we're a notice pleading state. But looking at the
6 petition, the defamation was the publication of disparaging
7 and defamatory statements, and it wasn't clear from the
8 petition what those statements were. Were they solely the
9 statements made as part of The Oklahoman's article?

10 MR. KING: They are. There are a lot of minute
11 details included in that article. And we do reference that
12 article in the petition and it's been attached as an exhibit
13 here in the motion practice before you and not denied by the
14 defendant as the one who made those publications to Dave
15 Cathey at The Oklahoman. But, yes, it is primarily that.
16 We've referenced social media as well.

17 THE COURT: Is that his social media or someone
18 else's? That's why I wasn't real clear on the social media
19 comment.

20 MR. KING: Yes, both. And that is something that
21 if were necessary to amend and go beyond notice pleading
22 somehow or we could add those details, but we really felt
23 like The Oklahoman article captures the essence of the
24 defamatory speech.

25 THE COURT: In my multiple cases under the OCPA

1 that I have, my interpretation of what can be asserted as a
2 right to free speech is a fairly broad definition, that we
3 then transition into the second stage where the plaintiff
4 must show by clear and convincing evidence a prima facie
5 case of each element. I am fine -- well, let me hear from
6 Mr. Helms as to Mr. King's argument that this does not
7 qualify under the OCPA as your client's right to free
8 speech. And you're not asserting a petition or association
9 category; is that correct?

10 MR. HELMS: No.

11 THE COURT: I didn't read that in your motion and
12 I just wanted to make sure that I didn't miss it. Okay. So
13 focusing solely on the right to free speech, what is your
14 response to Mr. King?

15 MR. HELMS: The cases that we cite, and
16 specifically the Court of Appeals case, I think it was the
17 *Thacker* case that reversed the District Court for not
18 applying the Oklahoma Citizens Participation Act to a
19 defamation claim.

20 THE COURT: Well, in that case, the judge -- was
21 it Judge Sellers -- he just let it expire; right? He
22 ruled -- he denied it by default by not issuing a ruling, so
23 there isn't -- I also am dealing with a case on the timing
24 aspect, so I'm very familiar with that. But rereading that
25 case, he didn't issue an order denying it; it was by default

1 denied because he -- I won't say sat on it, but didn't issue
2 an order within the statutory required time, which deemed it
3 denied.

4 MR. HELMS: Sure.

5 THE COURT: Was there an underlying -- I didn't
6 know that there was an underlying order that he had issued
7 at some point. I didn't pull the case to actually look at
8 the dynamics. But they somewhat addressed it as though he
9 had denied it, but he denied it under the statute; is that
10 correct?

11 MR. HELMS: Right, Your Honor. And I didn't dig
12 down in the weeds either. I just read the opinion. Mr. May
13 did the actual research and did the wonderful brief writing
14 for us, so I got to read his work.

15 But the cases that we cite, it's very clear that
16 the defamation claims, if they're challenging -- if we
17 challenge it, because we met with the government to blow the
18 whistle, and they're challenging it and they're suing us
19 because what we've told -- they're claiming what we've told
20 the government was false. They're also suing us because of
21 what we told the news reporter and the state department, the
22 Department of Tourism; they're claiming that was false. So
23 we do have all the boxes checked under Title 12 Section
24 1430. In paragraph 22 of the petition, 24 of the petition,
25 26 of the petition, and paragraph 27 of the petition are all

1 statements we're being sued for, for making supposed false
2 statements regarding the plaintiff to various government
3 agencies, representatives, and the media, all First
4 Amendment rights.

5 And so the burden today, we agree with Your Honor,
6 is there is a prima facie showing that the claims are
7 addressed here and incumbent by the acts and now the burden
8 shifts to Plaintiff to produce clear and specific evidence
9 for each element. So we do believe your previous statement,
10 that the act was.

11 THE COURT: Pursuant to Title 12 Section 1431, the
12 definition of exercise of the right of free speech means a
13 communication made in connection with a matter of public
14 concern. Public concern is anything relating to the health
15 or safety, environmental, economic, community wellbeing, the
16 government, a public official, or public figure or a good,
17 product, or service in the marketplace.

18 While that was not, I believe, specifically
19 responded to, you have -- in the motion to dismiss, the
20 categories that are bold, which I can interpret are the ones
21 that you think apply, are economic or community wellbeing,
22 the government, or a service in the marketplace.

23 I am finding that the -- now that I know that it's
24 admitted or conceded that the statements made to the
25 newspaper were by your client, which I think hasn't been

1 clear because we're not to the answer stage yet, that
2 comments made were in exercise -- fall within the definition
3 of potentially protected activities as matters of public
4 concern as it relates to economic and community wellbeing,
5 the government, and goods, products, or services in the
6 marketplace.

7 Finding that this is the type of speech that is
8 potentially protected under the Oklahoma Citizens
9 Participation Act, the burden now shifts to the plaintiff to
10 present a prima facie showing by clear and convincing
11 evidence as to the elements of your count. Count 1 is
12 listed as two different elements, so I think your response
13 kind of loops it all under defamation; is that correct?

14 MR. KING: Correct.

15 THE COURT: So this will be the elements that I
16 work from. Okay.

17 And the petition alleges both written and oral. I
18 have different elements for slander versus libel. The
19 Uniform Jury Instruction 28.2 addresses defamation elements
20 all together. So I will somewhat work off both those lists
21 and address each of the elements. I think they all get to
22 the same point. They're all listed a little bit different
23 as far as of the elements.

24 Another issue I need to take up, is there any
25 dispute that Swadley's Foggy Bottom Kitchen, LLC, is a

1 public figure? I think that changes somewhat of the burden
2 on one of the three burden shifts that I'm about to have to
3 undergo. Is there any dispute -- I guess it would be in
4 your client's position to argue. Are they holding
5 themselves out to the public? Is there any dispute that
6 they're a private entity versus a public figure pursuant to
7 the statute?

8 MR. KING: Your Honor, we're a private entity and
9 not holding ourselves out as a public figure. That would be
10 our position.

11 THE COURT: Okay. I think that adds a -- either
12 adds or takes away an element of malice.

13 But, Mr. Helms, is there any argument as to
14 whether -- I know there's different Swadley's entities, and
15 so this is the Swadley's Foggy Bottom Kitchen, LLC. At the
16 time that this lawsuit was filed, and the petition was filed
17 June 21, 2022, were they holding themselves out or in the
18 eyes of the public a public figure or a public entity at
19 that point?

20 MR. HELMS: Your Honor, I am a frequent customer
21 of the restaurants and they are public. They're not limited
22 to invitation only. It's not a private club. It is a
23 public place in every restaurant that they operate in the
24 state of Oklahoma. And to say that they are a private
25 entity is not the question. Had they been a private country

1 club or dining club that we have, then maybe have an
2 argument, but they are open to the public.

3 THE COURT: Mr. King, how do you wish to proceed
4 as to addressing the elements of defamation? Do you have --

5 MR. KING: Yes, Your Honor. The affidavit of Tim
6 Hooper, which is the Vice President of Swadley's, converts
7 what are just mere allegations in a petition to sworn
8 statements of fact. And we have alleged in the petition,
9 which is now this subject matter of a valid affidavit
10 that --

11 THE COURT: Do you have a notarized version?
12 Mine's not notarized.

13 MR. KING: Let me see.

14 THE COURT: It was DocuSigned, and I don't know
15 the legality of whether that somehow qualifies as a verified
16 self-attesting signature.

17 MR. KING: I don't --

18 THE COURT: I don't think the statutes have caught
19 up to the times yet, but the copy that was attached to mine
20 was DocuSigned but not notarized.

21 MR. KING: I noticed that as well, and I honestly
22 can't tell Your Honor whether the one original is back at
23 the office with a notarization page or not.

24 THE COURT: Okay.

25 MR. KING: I would ask leave to be able to cure

1 that if it's because of our staff putting in a copy rather
2 than an original.

3 THE COURT: Mr. Helms, you were shaking your head.
4 Is the copy you received also not notarized? You didn't
5 receive the one notarized one, did you?

6 MR. HELMS: That's correct, Your Honor. We do
7 have a notebook of things, but the one we have is not
8 notarized.

9 THE COURT: Okay.

10 MR. HELMS: Also, for affidavits that are not
11 notarized, there's a specific statute that they have to put
12 the date, time, and place, and that's not complied with
13 either. So I'm not familiar with whether or not DocuSign,
14 whether that is included and makes it, but we don't have
15 that either. So we would object that it's not properly
16 notarized. Also, the case law affidavits are insufficient
17 and that's the *Southwest Orthopaedic Specialist* case, 218
18 Oklahoma Civil Appeals 69. And in that case they also
19 looked at Texas for guidance, and that's at paragraph 17.
20 Texas has the same case law that affidavits do not require
21 that he be totally required by the Citizens Protection Act
22 -- Participation.

23 MR. KING: And my response to that, Your Honor, is
24 regardless of Texas law -- and I know the acts language are
25 similar -- the *Krimbill* analysis is the Oklahoma analysis.

1 And *Krimbill* very much guarded against and said you can't
2 construe the actual requirements to require a higher burden
3 of proof at the pleading stage than require the plaintiff at
4 trial. And the issue is: Are there disputed questions of
5 material fact? And if there are, they cannot be resolved in
6 an OCPA dismissal proceeding.

7 And so in the same way that you would have
8 disputed issues of material fact in a motion for summary
9 judgment for instance, that can be supported by affidavit.
10 That fact issue can be created by affidavit sufficient to
11 keep the Court from ruling as a matter of law. That is in
12 harmony with the *Krimbill* requirement, not that there be a
13 summary ruling on evidence and limitation of -- or a higher
14 burden of proof at the pleading stage than at trial.

15 So that's our position. I certainly understand
16 the technical requirements of an affidavit. But assuming
17 that an affidavit, a proper affidavit is before the Court,
18 that is sufficient, we contend, under the *Krimbill* analysis.

19 THE COURT: In *Krimbill*, 417 P.3d 1240, addresses
20 an affidavit in this exact situation, and in that case they
21 found that it was generally admissible to the same extent
22 that the witnesses' testimony would be admissible at trial
23 and did not find it was in error to admit it. Do you
24 have -- and I know they worked through the analysis to get
25 to that point with cases that you've cited, but is there --

1 and this case law is always changing. So is there anything
2 since the *Krimbill* case that you're relying on?

3 MR. HELMS: And I know Your Honor has read it,
4 you've got it highlighted there in front of you. But my
5 reading of it, that was their third stage of establishing a
6 defense, a valid defense, not the plaintiff's second stage
7 burden of presenting clear and specific evidence of their
8 prima facie case.

9 And so Mr. Tim Hooper is local, and why he's not
10 here today to testify is -- instead of relying upon an
11 improper affidavit is an issue as well. But for him just to
12 boldly assert that there's damages or boldly assert that
13 there was defamation is insufficient. It's not specific
14 enough. And so they're supposed to come forward with what
15 was said, prove that it's false, and damages resulted.

16 And so what we have is: We have the defendant
17 here today to testify to Your Honor on that third stage and
18 we brought the evidence that they did in fact -- Swadley's
19 sold two used smokers for over \$50,000 each in 2021 to the
20 State of Oklahoma to put it in the State's restaurant. They
21 were purchased in 2018 for a Swadley's store in Ardmore,
22 Oklahoma, and my client didn't like them. He pulled them
23 out and put them in storage. They've been sitting. We
24 brought the invoice where it was purchased in 2018 and that
25 was the price for both of those.

1 And after my client -- and the evidence will be
2 and he'll testify that he told the owner of Swadley's, Brent
3 Swadley, You can't do this, it is not pursuant to our
4 contract with the State. He and the CFO, the one who signed
5 this affidavit, did it anyway. And when the check came in
6 for \$100,000 for the vendor, that was it. My client
7 resigned and he went and told the State about it. He did.
8 He went and met with the directors for tourism and told them
9 -- he gave them the evidence that what they did was wrong.
10 And so we brought our evidence today.

11 And I think I probably went way afar on that, but
12 I thought -- and my memory could be wrong, but I thought the
13 *Krimbill* case was about that third stage.

14 THE COURT: In the *Krimbill* case, he presented his
15 own affidavit at the prima facie stage. So that's in
16 essence a second stage, so the plaintiff's position.

17 MR. HELMS: Okay.

18 THE COURT: I will, for purposes of the record, I
19 will permit, as long as a notarized version of the affidavit
20 is substituted or filed of record --

21 MR. KING: Thank you, Your Honor.

22 THE COURT: -- by the 7th at 5:00, by Friday
23 afternoon. I don't want any ruling to be based on the lack
24 of a notary. So if there is a notarized version of that
25 document, that it can be provided and filed of record. And

1 as far as the evidence portion, I will substitute it out
2 before any ruling.

3 That aside, is there any additional evidence or
4 argument as to the prima facie portion of Plaintiff's
5 defamation case? Aside from the affidavit that is attached.
6 For purposes of the record, it is attached as Exhibit 1 to
7 Plaintiff's combined response to the motion to dismiss.

8 MR. KING: Yes, Your Honor. That is the substance
9 of the evidence to be considered by Your Honor. I will just
10 point out that the affidavit, by adopting and swearing to
11 the allegations on the specific elements that are my prima
12 facie case to make, the publications are laid out in detail
13 in the article that's attached. They were made to a
14 third-party, Dave Cathey at The Oklahoman. And there was
15 damage that's been alleged, which is based on the cited
16 reason for Swadley's losing the contract with the State of
17 Oklahoma was these alleged improprieties that are the
18 substance of what the defendant published. And so we meet
19 all three elements of defamation in that regard.

20 THE COURT: Do you have any evidence or does your
21 affidavit or petition address the inaccuracies, beyond minor
22 inaccuracies, the falsehood, the malice --

23 MR. KING: I'm sorry, Your Honor.

24 THE COURT: -- knowledge of reckless disregard of
25 whether it was false or not? That element. The case law

1 says I can use circumstantial evidence to get there, but
2 what --

3 MR. KING: And here is that. I now understand
4 what you're asking. We have alleged in the petition that
5 the defendant was at all times in charge of the billing
6 practices, the invoicing, the financial documents, the
7 things that he then published to The Oklahoman and on social
8 media, et cetera. And being in that position, he was in a
9 position to know the truth or should have known the truth,
10 certainly could have availed himself of it. And so the fact
11 that it is not true, but he was in that position is at a
12 minimum negligence, if not -- and if done intentionally, it
13 meets the malice requirement. But negligence is all that
14 we're needing to show under our claim. And that
15 circumstantial evidence, that he was minding it and a
16 hundred percent in charge of what he's then claiming was
17 wrongdoing and then blames that on Swadley's and knows that
18 it's not true and or had the means to avail himself of the
19 fact that it was not true, is how we -- is the evidence that
20 we have on that point, Your Honor.

21 THE COURT: And the response brief goes into a lot
22 of detail about their relationship prior to The Oklahoman
23 article. I did not pull up the other case that maybe
24 Judge Ogden has that has the same or similar parties
25 involved. Are these facts and the employment relations and

1 the phone number issue and the alleged stolen property, is
2 that all subject -- is that lawsuit still pending and is it
3 the subject of the petition in that case?

4 MR. KING: It is, Your Honor.

5 THE COURT: Okay. There was some issue raised in
6 your response, and I did not highlight it so I can't find
7 it, but that there was a misstatement made in the petition
8 regarding his role. Do I remember where I read that?

9 MR. KING: I don't recall that.

10 THE COURT: I thought there was some statement
11 that somehow his role through the company and his oversight
12 of the invoices was unintentionally misstated in the
13 petition, and now I can't find that in the response brief.

14 Anything else as to Plaintiff's presentation?

15 MR. KING: On the defamation claim, no.

16 THE COURT: Okay.

17 MR. KING: That's all, Your Honor. And subject to
18 filing by Friday at 5:00 the notarized affidavit. Thank
19 you.

20 MR. HELMS: One point on that, Your Honor. The
21 statement that they just have to show negligence is not true
22 as to a public figure. As the Court is aware, in *Herbert v.*
23 *Oklahoma Christian Coalition*, 99 OK 90, they have to show
24 the statements were made with knowledge of their false
25 implications or reckless disregard of the truth. And so for

1 public figures, that negligence is not required.

2 MR. KING: And, Your Honor, I'm sorry, but if I
3 may, and I was wondering if I had already made this clear,
4 but we believe that the petition as alleged and now as
5 adopted by affidavit supports adequate prima facie case with
6 respect to whether it's a public figure or not. Negligence
7 or malice, by virtue of the circumstantial evidence that I
8 described and is outlined in our petition because of the
9 position that the defendant was in and his knowledge of all
10 of the details about the matter in which he has now
11 published falsely and that's -- and malice, to us, that is a
12 prima facie case of malice. I understand there's a disputed
13 issue of fact about that, but we believe that being in that
14 position could only lead to -- it is evidence surely of
15 negligence, but it is also evidence of malice because the
16 intent or recklessness that would have to exist given the
17 position he was in and the duties he had.

18 THE COURT: As to my order, I'm going to take this
19 under advisement. So, knowing that, my order will address
20 each shifting burden back and forth.

21 So, to that end, Mr. Helms, your client is here,
22 you have evidence for me to present, so even if I find that
23 there is not a clear and convincing -- that Plaintiff hasn't
24 satisfied the clear and convincing element, I still want to
25 hear your preponderance of the evidence burden as to the

1 defense of the statements made because I want all the
2 evidence on the record before I issue my order.

3 So whether Plaintiff has satisfied their clear and
4 convincing burden at this point, I will now, for purposes of
5 the record, shift over to Plaintiff's third prong of the
6 OCPA and ask what evidence you have to show by a
7 preponderance of the evidence a defense as to the defamation
8 allegations.

9 Before we close the record, I will address the
10 indemnification and contribution argument because I think
11 that's very separate and apart from the elements raised
12 under the defamation.

13 Mr. Helms.

14 MR. HELMS: Thank you, Your Honor. We have some
15 exhibits to offer, plus we have the testimony of the
16 defendant. And so with permission of the Court, we'll call
17 Mr. Breuklander to the stand.

18 THE COURT: Okay. You may.

19 MR. HELMS: May I approach, Your Honor?

20 THE COURT: Yes.

21 Will you raise your right hand.

22 (Whereupon, the witness was sworn in by the Court
23 and responded "yes, ma'am" to the oath.)

24 THE COURT: If you'll have a seat.

25 MR. HELMS: Does Your Honor prefer we use the

1 podium?

2 THE COURT: It's on if you want to use it.

3 **CURTIS BREUKLANDER,**

4 was called as a witness, after having been first duly sworn,
5 and testified as follows:

6 DIRECT EXAMINATION

7 BY MR. HELMS:

8 Q Please you state your name.

9 A Curtis Breuklander.

10 Q Mr. Breuklander, what is your date of birth, sir?

11 A 10/8/1974.

12 Q And at one time did you work for the plaintiff entity
13 in this lawsuit, which is Swadley's Foggy Bottom Kitchen
14 LLC?

15 A Yes, I did.

16 Q At any point in time were you an owner in that entity?

17 A No, I wasn't.

18 Q At some point did you resign?

19 A Yes, I did.

20 Q When did you resign from that company?

21 A September 3, 2021.

22 Q And at the time of your resignation what was your
23 title?

24 A Executive Vice President.

25 Q I'm sorry?

1 A Executive Vice President.

2 Q This affidavit that I'm furnishing a notary on by
3 Mr. Tim Hooper, was Mr. Hooper an employee at the time of
4 your resignation?

5 A Yes, sir.

6 Q What was his position at the time of your resignation?

7 A Chief Financial Officer.

8 Q And so you've heard the statement of counsel here that
9 at the time of your resignation you were in charge of
10 invoicing; is that a true statement?

11 A No, sir.

12 Q Who was in charge of invoicing at the time of your
13 resignation?

14 A Tim Hooper.

15 Q I'm sorry?

16 A Tim Hooper.

17 Q All right. And for a little background for the Court
18 and for the record, how long had you been with the Swadley
19 group?

20 A Thirteen years.

21 Q At the time of your resignation, did you have any
22 involvement in the performance of the contract that the
23 plaintiff had with the State of Oklahoma?

24 A Yes.

25 Q Explain to the Court what your role was in the

1 performance of that contract by the plaintiff.

2 A My role in the contract? Can you state that again.

3 Q Yeah, let me rephrase it. So, just generally, what was
4 Swadley's supposed to do for the Tourism Department in the
5 State of Oklahoma?

6 A We were to remodel, construct, and then operate
7 initially five restaurants within the Oklahoma Tourism and
8 Recreation Department.

9 Q Which five were those?

10 A Roman Nose State Park, Sequoyah State Park, Lake Murray
11 State Park, Beaver's Bend State Park, and Robbers Cave State
12 Park.

13 Q And at some point did the State add another one?

14 A Yes, sir.

15 Q What was that one?

16 A Quartz Mountain. And Little Sahara was added and
17 amended, but then it was then canceled.

18 Q At the time of your resignation how long had Tim Hooper
19 been the CFO for the plaintiff?

20 A I believe his employment officially started in January
21 of 2020. No, I'm sorry, 2021.

22 Q All right. Your role on these five and then became six
23 restaurants in 2021, how many of those restaurants had been
24 opened up and refurbished pursuant to the contract?

25 A Four.

1 Q And so at the time of your resignation what were the
2 two that were left to refurbish and reopen?

3 A Quartz Mountain and Robbers Cave.

4 Q Now, at some point in time after your resignation, did
5 you actually go and meet with the Directors of Tourism?

6 A Yes, I did.

7 Q And how soon after your resignation did you do that?

8 A Approximately two weeks.

9 Q Who did you meet with with the State Department of
10 Tourism?

11 A The Director of Finance Katherine Nichols and Deputy
12 Director Ben Davis.

13 Q Why did -- well, first, let's back up. Why did you
14 resign when you did?

15 A Our morals and our ethics no longer aligned.

16 Q Who are you referring to?

17 A Brent Swadley.

18 Q And, Brent, what's his relationship to the plaintiff or
19 what's your understanding?

20 A He's the owner of the company.

21 Q Okay. When you say your morals no longer aligned, can
22 you be more specific.

23 A In regards to the actions that he had taken upon the
24 State Department. I had informed them that I believed that
25 that was fraud and --

1 Q You informed who?

2 A Brent Swadley and Tim Hooper. That it was -- what they
3 were planning to do was fraud and I did not support that and
4 therefore when it occurred I resigned.

5 Q All right. And so again we were on the issue of your
6 involvement for these restaurants. So what was your role in
7 2021 regarding the restaurants that were supposed to be up
8 and running under the contract?

9 A I was one hundred percent in charge of the operations,
10 the physical operations of the restaurant.

11 Q All right. The obligation or the responsibilities for
12 invoicing, was that under your umbrella in 2021?

13 A No, sir.

14 Q Whose umbrella was that under?

15 A Tim Hooper.

16 Q And so, if you would, explain to the Court what was the
17 issue that you thought was fraud that you communicated to
18 Brent Swadley and Tim Hooper.

19 A At one point Mr. Swadley approached me --

20 Q Let's not get into any statements. So, just generally,
21 what was the issue that you thought was fraud?

22 A They were padding invoices.

23 Q All right. And can you be more specific?

24 A They were having a vendor add additional pricing on to
25 the invoices and then billing the State on top of that.

1 Q And did you go along with that?

2 A No, sir.

3 Q Was there an issue with some of the equipment that they
4 were going to sell to the State of Oklahoma for a location?

5 A Yes, sir.

6 Q And what was the equipment that was the issue?

7 A It was two old hickory smokers.

8 Q And would you turn to Exhibit 2 in the notebook there
9 in front of you, sir. I'm sorry, turn to Exhibit 4 or Tab
10 4.

11 A Yeah, I'm on four.

12 Q Okay. And can you identify for the Court what Exhibit
13 4 is.

14 A Exhibit 4 is an invoice from Quality Food Equipment for
15 the kitchen equipment for the Swadley's in Ardmore,
16 Oklahoma.

17 Q And is it a true and correct copy of that invoice from
18 Swadley's BarBQ?

19 A I'm sorry, I couldn't hear you.

20 Q Is it accurate?

21 A Yes, sir.

22 Q Has it been modified in any way?

23 A No, sir.

24 Q The smokers that you've just talked about, are they
25 listed in this exhibit?

1 A Yes, sir.

2 MR. HELMS: Move for the admission of Exhibit 4,
3 Your Honor.

4 THE COURT: Any objection?

5 MR. KING: No objection, Your Honor.

6 THE COURT: It'll be admitted.

7 Q (By Mr. Helms) If you'll turn to page 21. Are the
8 smokers listed on page 21 of this exhibit?

9 A Yes, sir.

10 Q And when did Swadley's buy the smokers as shown as "Ole
11 Hickory Pits Model No. SSE"?

12 A January of 2018.

13 Q And were these two smokers purchased in 2018?

14 A Yes, sir.

15 Q Were they put in location in Ardmore, Oklahoma, in the
16 Swadley's there?

17 A Yes, sir.

18 Q What happened with those smokers that were put in
19 operation in 2018 in the Swadley's in Ardmore?

20 A They were removed.

21 Q Who removed them?

22 A Quality Food Equipment.

23 Q Well, whose decision to remove them?

24 A Brent Swadley.

25 Q Okay. And how much was paid for each of those smokers

1 in 2018?

2 A Approximately \$27,000.

3 Q Each or total?

4 A Each.

5 Q It shows \$54,475.60 for two smokers installed.

6 A Correct.

7 Q And how long were they in operation in Ardmore,
8 Oklahoma?

9 A Several years to the best of my recollection.

10 Q Okay. And then explain to the Court what the issue is
11 in 2021 regarding these two smokers.

12 A Mr. Swadley had them placed at Quartz Mountain and
13 Robbers Cave and then billed the State as new equipment and
14 charged the State approximately \$50,000 a piece.

15 Q In 2021?

16 A Yes, sir.

17 Q What is it that you were telling the two people at the
18 State Tourism Department, what were you telling them about?

19 A That they were receiving used equipment and being
20 billed as new.

21 Q Why did you do that?

22 A Because it's wrong, sir.

23 Q Did you have any ill will towards Brent Swadley at the
24 time you were meeting with the State of Oklahoma?

25 A No, sir.

1 Q Do you have any ill will towards Tim Hooper?

2 A No, sir.

3 Q Did you meet with anybody else besides the State
4 Department of Tourism people regarding what you thought was
5 wrong that was going on that was unethical and morally wrong
6 at Swadley's, under this contract?

7 A Yes, sir, I did.

8 Q Who else did you meet with?

9 A I met with Agent Spurlock with the Oklahoma State
10 Bureau of Investigations and Mr. Dave Cathey with The Daily
11 Oklahoman.

12 Q Okay. Did you provide them with evidence of the
13 wrongdoing by Swadley's?

14 A I did not provide them with tangible evidence other
15 than my testimony.

16 Q Okay. Did you have anything to give them other than
17 your testimony?

18 A No, sir.

19 Q Subsequently, did the State Directors ask you questions
20 about what they were finding in their audit?

21 A Can you restate the question.

22 Q Sure. Did you continue to assist the State as they
23 began to audit Swadley's for the operations of these
24 restaurants?

25 A Yes, I did.

1 Q Do you continue to support and assist the State of
2 Oklahoma with either the OSBI or David Prater's office or
3 the State Tourism Department regarding what you believe was
4 wrong?

5 A Yes, sir, I am.

6 MR. HELMS: We have Exhibit 2, Your Honor, is the
7 article by Dave Cathey that published April 15, 2022. We'd
8 move for the admission of this article.

9 THE COURT: Any objection?

10 MR. KING: No objection.

11 THE COURT: It'll be admitted.

12 MR. HELMS: And then Exhibit 3 is the article in
13 The Journal Record that was published April 25, 2022, by
14 Janice Francis-Smith. We'd move for the admission of that
15 article.

16 MR. KING: No objection, Your Honor.

17 THE COURT: It'll be admitted.

18 Q (By Mr. Helms) Have you read the two articles, sir?

19 A Yes, I have.

20 Q Are you the whistleblower made reference to in this
21 article?

22 A Yes, I am.

23 Q The information that you provided the reporters, was
24 any of that any different than what you've told the Court
25 today?

1 A No, it is not.

2 Q Anything that you told them that was untrue?

3 A No, sir.

4 Q You've read the petition that Swadley's has filed
5 against you; correct?

6 A Yes, I have.

7 Q They've got some allegations in there to try to I think
8 paint a picture of motive, that you were somehow
9 disgruntled. Let's talk about this phone thing. When you
10 left Swadley's, when you resigned, did you have a cell
11 phone?

12 A Yes, sir, I did.

13 Q And did you take it with you?

14 A No, sir, I did not.

15 Q What did you do with that cell phone?

16 A I left it on my desk with other company property.

17 Q The actual cell phone, did you believe that was
18 property of the company and you left it with them?

19 A Yes, sir.

20 Q Or were you asked to leave it?

21 A No, I left it voluntarily.

22 Q Let's talk about the -- there's an allegation that you
23 tried to extort money for the phone number. Are you
24 familiar with that allegation?

25 A Yes, sir, I am.

1 Q How long had you had that phone number?

2 A Approximately 20 years.

3 Q How long had you worked for Swadley's?

4 A Thirteen.

5 Q And so this phone number, did Swadley's ever pay for
6 the phone number?

7 A No, sir.

8 Q Did you offer to sell it to them?

9 A I did.

10 Q And what's the -- I don't know, did they actually pay
11 you for the phone number?

12 A No, sir, they did not.

13 Q Okay. So it never was property of Swadley's to begin
14 with; is that correct?

15 A That is correct.

16 Q Now this phone number had some value, didn't it?

17 A It did, sir.

18 Q Explain to the Court how a phone number that's been
19 used for over 20 years would have value to Swadley's at the
20 time you resigned.

21 A In regards to the Swadley's Emergency Relief Team, I
22 was the point of contact, primary point of contact for those
23 utility companies that they would call should they need
24 their services.

25 Q All right. So you did offer for them to buy it from

1 you, but they declined.

2 A That is correct.

3 Q This recent hurricane down in Florida, did you get
4 contacted for that?

5 A I did.

6 Q All these national emergencies where they lose power,
7 did you get calls on those?

8 A I do.

9 MR. HELMS: One second, Your Honor.

10 THE COURT: Okay.

11 Q (By Mr. Helms) Is there, to your knowledge, a contract
12 between you and the plaintiff where you have to indemnify
13 them for anything?

14 A I don't recall any such agreement.

15 Q Have we asked for that in this case?

16 A Yes, we have.

17 Q Have we asked for it in the other case pending in front
18 of Judge Ogden?

19 A Yes, we have.

20 Q Has there been any such document produced by Swadley's?

21 A No, sir, there has not.

22 Q Now this claim that if the State of Oklahoma sues them
23 and wins a bunch of money, somehow you're going to be
24 responsible. Are you aware of any document that requires
25 you to be responsible regarding that contract with the State

1 of Oklahoma?

2 A No, sir, I am not.

3 MR. HELMS: That's all I have, Your Honor.

4 THE COURT: Cross.

5 MR. KING: Thank you.

6 MR. HELMS: Your Honor, just for the purpose of
7 the record, I would offer Exhibit 5, which is the discovery
8 responses of the plaintiff?

9 THE COURT: And those are in Judge Ogden's other
10 case; is that correct?

11 MR. HELMS: Yes, Your Honor.

12 THE COURT: Any objection?

13 MR. KING: No objection.

14 THE COURT: Okay. It'll be admitted.

15 CROSS-EXAMINATION

16 BY MR. KING:

17 Q Mr. Breuklander, and am I pronouncing your last name
18 correctly?

19 A Yes, sir, you are.

20 Q Okay. Will you tell us one more time when you first
21 began working at Swadley's.

22 A I believe the date was April of 2009.

23 Q And you worked for Swadley's continuously until
24 September of 2021?

25 A That is correct.

1 Q And was it on or about September 3 of 2021 that you
2 tendered your resignation?

3 A That is correct.

4 Q Was it in deed a resignation or were you terminated?

5 A It's a resignation.

6 Q Do you have a written resignation to offer to the Court
7 here today?

8 A I do not.

9 Q Is it your testimony that a written resignation exists?

10 A It does not.

11 Q You were just presented with some exhibits, one of
12 which was an itemized list of equipment, and that was
13 Exhibit 4. Do you have that in front of you?

14 A Yes, sir, I do.

15 Q This exhibit is on Quality Food Equipment letterhead.
16 Who is Quality Food Equipment?

17 A They're the vendor that supplies Swadley's with all
18 their kitchen equipment.

19 Q And how did you come into possession of this document?

20 A I have them on a -- I had retained those files.

21 Q From your days at Swadley's?

22 A Yes, sir.

23 Q So this would be -- this Exhibit 4 would be property of
24 Swadley's, would it not?

25 A I don't know how to answer that question.

1 Q Well, it's Swadley's that ordered this equipment and
2 paid for it and it's invoiced to Swadley's, is it not?

3 A Yes, sir.

4 Q In other words, it's not invoiced to or purchased by
5 Curt Breuklander, is it?

6 A No, sir.

7 Q Okay. And so you also have presented the Court with an
8 exhibit, which is Exhibit 6, the Swadley's Employee
9 Handbook. Do you recognize that?

10 A I do not recognize this document.

11 Q Okay. Do you recall receiving and signing an employee
12 handbook when you went to work at Swadley's?

13 A I do not.

14 Q And is it that you don't recall or that you deny
15 receiving it?

16 A I don't recall receiving an employee handbook.

17 Q All right. If you look at the bottom right of the
18 pages you'll see what we refer to as Bates numbers and
19 that's a series of letters and numbers. Do you see what I'm
20 looking at in Exhibit 6?

21 A Yes, sir.

22 Q If you'll turn to SERT 32, S-E-R-T 32. I'll give you a
23 moment and tell me when you're there, please.

24 A I'm here.

25 Q Okay. Now, this is page 32 within -- well, it's within

1 the Swadley's Employee Handbook that is Exhibit 6. Do you
2 see halfway down the page reference to a Non-Solicitation
3 Agreement?

4 A I do.

5 Q And right above it, a section on Return of Materials.
6 Do you see that?

7 A I do.

8 Q Now the phone and the phone number that you referred to
9 on direct examination with your attorney, did you use that
10 phone to operate and to perform your job at Swadley's?

11 A I did.

12 Q Did Swadley's customers and contacts and vendors all
13 have your -- that phone number to contact you with respect
14 to your job duties at Swadley's?

15 A Among others, yes.

16 Q Following your separation from Swadley's, have you
17 continued to be in contact with Swadley's customers or
18 vendors using that phone and phone number?

19 A No, sir.

20 Q Since your separation from Swadley's, have you competed
21 with Swadley's with respect to the Emergency Relief Team
22 aspect of their business?

23 MR. HELMS: Objection, Your Honor; we're way far
24 afield of what we're here on today and it's not relevant.

25 MR. KING: The relevance, I believe, goes to

1 credibility of the witness. Also, the motive and the
2 circumstantial evidence that he has denied as counsel walked
3 him through the petition. I'm not going to linger on it
4 long, but we're talking about -- he said that he harbored no
5 ill will and hadn't done -- and gave testimony that he
6 hadn't done anything wrong; in other words, that the phone
7 number was his. And it goes to why there might be this
8 motive to then harm and it goes to his veracity and
9 credibility. I don't intend to linger into the weeds on
10 this subject. I only wanted to make that point.

11 MR. HELMS: Your Honor, for this purpose of this
12 hearing, first of all, Exhibit 6 doesn't even apply and he
13 hasn't laid the proper foundation for it. This came from
14 them and so to say that something in this document applies
15 to my client, he hasn't even established that foundation.

16 The Court will hear, if you're going to let him
17 continue on, that none of these companies shown on page 1,
18 except for SERT, wasn't even in existence in 2009. And so
19 this wasn't produced by them, it doesn't apply to my client,
20 and they don't have a signed one, he never signed it. We
21 asked for it in Exhibit 5, and this is what we got back,
22 Exhibit 6.

23 MR. KING: I'm happy at this point to continue on.
24 I don't need to linger on this exhibit, but that was the
25 purpose of my line of questioning to this point.

1 THE COURT: The exhibit aside, your question
2 related to his, I think, more intention or current conduct.
3 The only way I can relate this back to the pending motion to
4 dismiss, and it's again addressed in the *Krimbill* case is
5 there's a long analysis as to commercial speech and whether
6 that falls outside of the OCPA. And one of the elements of
7 commercial speech that I look at are: Are they involved in
8 the same area of business and do those statements form the
9 basis -- the statements forming the basis of the suit remain
10 at least partially for the purpose of promoting sales or
11 business for the person involved in making the statement. I
12 don't necessarily know that's your intention in asking these
13 questions, but that's -- I find that this is relevant
14 probably for a different area than what you were intending.

15 You haven't admitted the handbook. I don't think
16 any foundation has been laid that this handbook even applies
17 to the defendant. But your last question, which was the one
18 that warranted the objection, I am overruling because I'm
19 trying to circle this back to what I'm actually here for,
20 which is the motion to dismiss portion under the OCPA. I
21 have to determine whether the statements fall under the
22 commercial speech exception. So I'm finding your question
23 relevant as to that issue. So I'll overrule the objection.
24 If you recall what your last question was, you can reask it.
25 If not, if you want to stay in that same area, separate and

1 apart from any questions as to this handbook, because I
2 don't think any foundation has been laid to it.

3 MR. KING: Thank you, Your Honor.

4 Q (By Mr. King) Sir, upon your resignation did you take a
5 Swadley's laptop with you?

6 A No, sir, I did not.

7 Q And I believe you testified that this Exhibit 4 from
8 Quality Food Equipment was something that you had that you
9 took with you was on something from Swadley's; true? Was
10 that like a flash drive or a computer or some documents?

11 A Those documents were stored on my OneDrive Cloud, which
12 then followed my new phone number and my new phone.

13 Q Okay. And were those documents -- when you say your
14 OneDrive Cloud, is that yours personally or Swadley's?

15 A It's mine personally.

16 Q And was that the source of information then that you
17 passed on to The Oklahoman or other government officials?

18 A No, sir.

19 Q Okay. You don't have with you a copy of the -- well,
20 strike that.

21 You testified earlier on direct examination about what
22 I think you referred to as padding invoices; do you recall
23 that?

24 A I do.

25 Q And specifically I think you refer to a couple of

1 smokers; is that right?

2 A Yes, sir.

3 Q You do not have an invoice here to provide the Court to
4 substantiate the invoice that was given from Swadley's to
5 the government, the State of Oklahoma, do you?

6 A In these exhibits?

7 Q Yes, sir, or with you here today.

8 A I do not.

9 Q Are there any other invoices besides the smokers that
10 you claim were padded or were the subject of your
11 conversation with Brent Swadley that led to your
12 reservation?

13 A Yes.

14 Q And I think the answer is obvious, but you don't have
15 any of those invoices here today either, do you?

16 A No, sir.

17 Q You testified that Tim Hooper came on in January of
18 2021; is that correct?

19 A That's correct.

20 Q By that time, how long had Swadley's been operating
21 this contract at the state parks?

22 A Approximately two months perhaps, I believe.

23 Q But, at any rate, did I hear you testify four of the
24 six restaurants had been completed by then?

25 A That is correct.

1 Q By the time that Tim took over. Or joined Swadley's, I
2 should say.

3 A Yes, sir.

4 Q Okay. You testified that two weeks after your
5 resignation approximately that's when you met with Katherine
6 Nichols?

7 A That is correct.

8 Q Was that at your request or hers?

9 A Mine.

10 Q And who else did you meet with?

11 A Deputy Director Ben Davis.

12 Q Was that at your request or his?

13 A It was at Ms. Nichols's request.

14 Q Okay. And at no time prior to your separation from
15 Swadley's, did you raise any issue about Swadley's padding
16 invoices or doing anything incorrect, did you?

17 A To who, sir?

18 Q I'm sorry?

19 A To who?

20 Q Well, to either of those individuals or anyone in
21 governmental capacity.

22 A No, sir, I did not.

23 Q Before Tim Hooper joined Swadley's in January of 2021,
24 you were an executive vice president of Swadley's; correct?

25 A That is correct.

1 Q Would you agree that you were involved in negotiating
2 and implementing the contract between Swadley's and the
3 State of Oklahoma?

4 A I was.

5 Q And would you agree that before Mr. Hooper joined
6 Swadley's, you were -- part of your job duties included
7 Swadley's billing practices, purchases, and invoicing?

8 A Can you restate the question, please.

9 Q Sure. Prior to Mr. Hooper joining Swadley's in January
10 of 2021, did your job as executive vice president of
11 Swadley's include, among other things, overseeing the
12 billing practices and invoicing of Swadley's?

13 A Yes, it did.

14 MR. KING: Your Honor, I'll pass the witness.

15 THE COURT: Redirect.

16 MR. HELMS: Just briefly, Your Honor.

17 REDIRECT EXAMINATION

18 BY MR. HELMS:

19 Q Were the invoices prior to January of 2021, that you
20 saw, in compliance with the contract of State of Oklahoma in
21 your opinion?

22 A Yes, they were.

23 Q Was there anything in your opinion that needed to be
24 reported to the State of Oklahoma on the ones that you were
25 involved in prior to January of 2021?

1 A No, sir.

2 Q Was there anything that you believed should have been
3 reported to the OSBI?

4 A No, sir.

5 Q Was there anything that you believed should be reported
6 to the newspaper?

7 A No, sir.

8 Q Were the four stores that you helped get open and
9 running, the equipment in there, was it properly billed in
10 your opinion to the State of Oklahoma?

11 A Yes.

12 Q It's just this fifth store that we are talking about
13 here after the CFO becomes involved and Mr. Swadley takes
14 over?

15 A That is correct.

16 Q Now the information on your Cloud, the phone contact
17 information, did you provide that to the counsel for the
18 plaintiff?

19 A Yes, I did.

20 Q And specifically who did you give it to?

21 A Several people. Immediately upon my departure, I --
22 Brent Swadley requested contacts and I immediately sent them
23 every contact that he would need. Later in the week, I
24 provided those same contacts to Mr. Don Hanks, who was an
25 employee of Swadley's.

1 Q Okay. And did you have a meeting to meet -- a meeting
2 with Mark Stonecipher with Fellers Snider?

3 A I did.

4 Q Did you turn the information over to him?

5 A I did, sir.

6 Q Even though you had already given it to Brent Swadley?

7 A That is correct.

8 Q As far as this Exhibit 4, yours is a copy. Do you know
9 where the original is?

10 A I do not.

11 Q Has anybody at Swadley's asked you to check and see if
12 you had any original invoices?

13 A No, sir.

14 Q Do you have any original invoices?

15 A No, sir.

16 Q All right. So as far as where this original should be,
17 should it be at the plaintiff's office?

18 A That is correct.

19 Q I represent to the Court that we were going to show
20 something about Exhibit 6, this document produced in the
21 other case in front of Judge Ogden that's SERT Bates stamped
22 22, starting on page one. This logo on page 1 of Exhibit 6,
23 all of these entity names up here, did any of those exist in
24 2009 when you went to work there?

25 A Yes, sir.

1 Q Which ones?

2 A The Swadley's BarBQ, the Swadley's Catering, and the
3 Swadley's Emergency Relief Team.

4 Q Okay. And so these other ones that you didn't mention
5 were not in existence when you went to work?

6 A That is correct.

7 Q Were they even formed yet?

8 A No, sir.

9 Q Have you furnished the plaintiff and their counsel your
10 IP addresses for your phone and your laptop?

11 A Yes, I have.

12 Q So they can actually see if you've tried to access
13 their records; right?

14 A That is correct.

15 Q Have you tried to access their records since you
16 resigned?

17 A No, sir.

18 MR. HELMS: That's all I have, Your Honor.

19 THE COURT: I have just one question. The article
20 that's been admitted as Exhibit 2 starts off discussing an
21 email from an anonymous whistleblower and then talks about a
22 whistleblower talking to the Tourism Department. It's
23 somewhat implied in this article that that's the same
24 person. And since the defamation lawsuit references this
25 newspaper article, were you as far as you know the anonymous

1 whistleblower that's referenced through the State auditor's
2 office that sent her emails?

3 THE WITNESS: Yes, Your Honor, I am.

4 THE COURT: Okay. That's the way the article
5 reads, but I didn't want to just assume that without asking.

6 THE WITNESS: Yes, ma'am.

7 THE COURT: Did my question elicit any additional
8 questions of this witness?

9 FURTHER REDIRECT EXAMINATION

10 BY MR. HELMS:

11 Q I don't think it's really clear what the email said, so
12 I think I would ask him if he recalls what was in the two
13 emails.

14 A They were bringing light to the Tourism Department
15 fraud that had occurred.

16 Q Were YOU the one that initiated the email communication
17 or was it the State?

18 A It was myself.

19 Q Anything in the emails that were not true in your
20 opinion?

21 A No.

22 MR. HELMS: That's all I have, Your Honor.

23 THE COURT: Mr. King, any followup?

24 MR. KING: No, Your Honor.

25 THE COURT: Okay. You may step down. Thank you.

1 THE WITNESS: Thank you, Your Honor.

2 MR. HELMS: That concludes the evidence from the
3 defendant, Your Honor.

4 THE COURT: Okay. For purposes of the record, I
5 want to clarify that I found the one sentence that I had
6 remembered. I actually had misremembered it, because it
7 states -- it's on page 12 of the response brief "The
8 petition unmistakably alleges." When I first read that, in
9 my mind I read "mistakably alleges," so I'm glad I'm leaving
10 this hearing having reread that sentence and not leaving
11 thinking that you were admitting to some type of accidental
12 mistake in your petition.

13 MR. KING: Thank you, Your Honor.

14 THE COURT: Then that concludes our defamation
15 count issue.

16 Moving on to the indemnification and contribution
17 counts, I believe both of you have fully briefed that
18 through your motion and your response and your reply brief.
19 Is there anything else as to that issue, Mr. King, that you
20 wish to present that you haven't presented through a
21 pleading or oral argument already?

22 MR. KING: No, Your Honor.

23 THE COURT: Okay. Mr. Helms?

24 MR. HELMS: No, Your Honor.

25 THE COURT: Okay. Is there anything else from

1 either counsel or any additional witnesses or does that
2 conclude the record?

3 MR. KING: Yes, Your Honor.

4 THE COURT: Then pursuant to the statute, my
5 timeline now kicks in and I must issue an order within 30
6 days of today's date or it is deemed dismissed. And they
7 interpret that very strictly pursuant to another case that I
8 have, so I will issue my order within 30 days. It will be a
9 written order and it will be mailed to all counsel.

10 So is there anything else for purposes of the
11 record before we conclude the hearing?

12 MR. KING: Not from plaintiff.

13 MR. HELMS: Not from the defendant, Your Honor.
14 Thank you for your time.

15 THE COURT: Thank you.

16 (Whereupon, the proceedings concluded.)
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C E R T I F I C A T E

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, Charly R. Yost-Sewell, Certified Shorthand reporter and Official Court Reporter for Oklahoma County, do hereby certify that the foregoing transcript in the above-styled case is a true, correct and complete transcript of my shorthand notes of the proceedings had and that I am not related to nor attorney for either of said parties nor otherwise interested in the event of said action.

WITNESS MY HAND ON THIS 28TH DAY OF OCTOBER, 2022.

Charly Yost-Sewell

CHARLY R. YOST-SEWELL, CSR
Certified Shorthand Reporter
In and for the State of Oklahoma
Certification Number: 1990
Date of Expiration: 12/31/2022