COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under states statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II-Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electric form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction fo the Company.
g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, not is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST President

Secretary

Countersigned:

By:_____
Richard W. Riddle
Oklahoma Title & Escrow Corp.
5314 S Yale Ave Ste 200
Tulsa, OK 74135
Tel: 918-494-3966
Fax: 918-492-5264

This page is only a part of a 2016 ALTA Commitment for Title Insurance [issued by Chicago Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data for reference only:
Issuing Agent: Oklahoma Title & Escrow Corporation
Issuing Office: 5314 South Yale Avenue, Suite 200, Tulsa, Oklahoma 74135
Issuing Office's ALTA® Registry ID: Agent #6855.1.75.36
Loan ID Number:
Commitment Number: 003876
Issuing Office File Number: 551-3494; TI-4036
Property Address: 15869 E. Oklahoma St.
Tulsa, OK

SCHEDULE A

1. Commitment Date: March 10, 2020 at 7:55 a.m.
Policy to be issued:
2. (a) 2006 ALTA® Owner's Policy
Proposed Insured:
Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below
Proposed Policy Amount: $ TBD

(b) 2006 ALTA® Loan Policy
Proposed Insured: N/A
Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above.
Proposed Policy Amount: $ N/A

The estate or interest in the Land described or referred to in this Commitment is fee simple.
3. The Title, at the Commitment Date, is vested in:
4. The Shelby Trust dated July 24, 1998

Title acquired by virtue of a Personal Representatives Deed, dated August 30, 2002, and recorded on September 3, 2002, in the land records of the Rogers County Clerk, in Book 1403, at Page 116.

The Land is described as follows:
5.

Lot Fourteen (14), Block Three (3), AMENDED HIGHLAND ACRES SECOND ADDITION, a subdivision in Section 34, Township 20 North, Range 14 East of the I. B. & M., in Rogers County, State of Oklahoma, according to the recorded plat thereof.

CHICAGO TITLE INSURANCE COMPANY

_____
By: Oklahoma Title & Escrow Corporation
Authorized Signatory

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   a. Trustee's Deed, properly executed and acknowledged, from the current fee simple owner shown in Schedule A-4 above to **TBD**. The Deed shall be executed by the Trustee of the Trust.

   b. The Company requires that it be provided with a transcript of Case No. PB-2000-453 of the District Court of Tulsa County, State of Oklahoma, styled In the Matter of the Estate of Joe Fred Malinka, Deceased. There may be additional requirements after review of the Transcript.

   c. The Company requires that a Memorandum of Trust, in accordance with 60O.S.2001§175.6(a), for the Shelby Trust dated July 24, 1998 be filed of record.

5. Payment of all taxes, charges, assessments, levied and assessed against subject Land, which are due and payable.

6. The Proposed Policy Amount (s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner’s Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the Land as collateral. Proposed Policy Amount (s) will be revised and premiums charged consistent therewith when the final amounts are approved.

7. Payment to or for the account of Grantors or Mortgagors, as the case may be, of the consideration for the estate or interest to be insured.

8. Title Insurance Affidavit and Agreement to Chicago Title Insurance Company executed by the Seller certifying that there are no unpaid bills for labor or materials furnished to the property which charges could become a lien against the property; that there are no unpaid taxes or special assessments on the property, other than those of public record; that there are no financing statements filed on the property which are not of public record, which financing statements could become a lien on said property. The Buyer should also sign this Affidavit if Buyer has had access to the property or has contracted for labor to be performed or materials furnished to the property.

9. If Standard Exception numbered "2" on Schedule B, Section 2, hereto which states, "Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land," is to be removed from the Owner's or Mortgagee's Policy to be issued in accordance with this Commitment, it will be necessary to provide the Company with an as-built survey showing all encroachments and easements and other matters affecting the property, which survey must be certified to Chicago Title Insurance Company and Oklahoma Title & Escrow Corporation.

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10. The Company requires that it be provided with a copy of the instrument creating The Shelby Trust and all amendments thereto.

11. Determine by gap check that no adverse documents, transactions, or other matters, affecting title, or as against insured owner(s) have been filed subsequent to the effective date of this Commitment to actual date of closing.

12. Before the final policy of title insurance can be issued on the property described in Schedule A-3 hereof, a title report through the date of the filing of the closing documents must be obtained from a licensed abstractor.

13. If closing occurs 180 days or later from the effective date of this Commitment, it will be necessary for an updated and recertified abstract to be furnished to Oklahoma Title & Escrow Corporation prior to issuance of the policy of title insurance.

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

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
   Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
   Taxes or special assessments which are not shown as existing liens by the public records.
6.
7. Ad valorem taxes for the year 2020, and subsequent years which are not yet due and payable.
8. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
9. Restrictive covenants, building set-back lines, limits of no access, easements, utility easements and underground utility easements, if any, as shown on Plat, and as contained in the Deed of Dedication for Amended Highland Acres 2nd Addition, dated June 24, 1953, and recorded in the land records of the County Clerk of Rogers County, Oklahoma, on July 3, 1953, in Book 294, at Page 455, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
10. Easements, if any, contained in the Deed of Dedication for Amended Highland Acres 2nd Addition, dated June 24, 1953, and recorded in the land records of the County Clerk of Rogers County, Oklahoma, on July 3, 1953, in Book 294, at Page 455.
11. Rights of parties in possession under unrecorded leases.

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