

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

3062502556

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Luke Strawn
FirsTitle & Abstract Services, LLC
Title Insurance License No., 10027397
Authorized Officer or Agent

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
FirsTitle & Abstract Services, LLC 1401 S. Boulder Ave. Tulsa, OK 74119 Main Phone: (918) 250-1641	Escrow Officer: Shannon Beesley FirsTitle & Abstract Services, LLC 1401 S. Boulder Ave. Tulsa, OK 74119 Phone: (918) 382-1613 Main Phone: (918) 250-1641 Email: Shannon.Beesley@firsttitle.com

Date Prepared: July 9, 2025
/ / R

APN: 40825-02-13-09700

Order Number: 3062502556

Property Address: 566 E 42nd Pl, Tulsa, OK 74106

SCHEDULE A

1. Commitment Date: April 1, 2025 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021
 - Proposed Insured: TBD
 - Proposed Amount of Insurance: \$0.00
 - The estate or interest to be insured: Fee Simple
 - (b) ALTA Loan Policy 2021
 - Proposed Insured: TBD
 - Proposed Amount of Insurance: \$0.00
 - Loan Number:
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
 - Fee Simple
 - (Title acquired by virtue of Warranty Deed dated November 12, 2014, filed November 20, 2014 as Document No. 2014104856.)
4. The Title is, at the Commitment Date, vested in:
 - [Jon Tatum, Receiver for Xclusive Properties, LLC](#)
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Lot Fifty-four (54), Block Nine (9), SUBURBAN ACRES SECOND ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 1815.

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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.
5. Note: If seller or mortgagor are individuals; the deed and/or mortgage must show marital status, and if married, be joined by spouse.
6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
8. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk with respect to the owners of the property, stating that no financing statements for fixtures or personal property have been filed which statement might constitute a lien on said property, and, the records of the U.S. District Court and the U.S. Bankruptcy Court should be checked insofar as the titleholders are concerned to determine that nothing adverse has been filed of record.
9. A survey acceptable to the Company showing the boundary lines of the property, location of dwelling, easements and building lines, sufficient to determine encroachments, overlaps or boundary line disputes.
10. Re-Certification of the Abstract of Title covering the subject property as necessary to comply with Rule 365:20-3-2 adopted by the Oklahoma State Insurance Commissioner. The abstract must be certified within one hundred eighty (180) days of the effective date of any policy or policies issued pursuant hereto.
11. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
12. With respect to Xclusive Properties, LLC furnish the following: (a) Articles of Organization, including any amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the company was formed; (b) Operating Agreement; (c) copy of written instrument appointing a manager or managers; (d) copy of written instrument evidencing the consent to the proposed insured transaction; (e) evidence of Good Standing; (f) tax identification number.
13. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
14. Intentionally omitted.

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SCHEDULE B, PART I - Requirements
(continued)

15. The abstract reflects a Caveat dated September 29, 2022, filed September 30, 2022, and recorded as [Document No. 2022098814](#).
- Obtain and record a release of the Caveat from Aubrey Lafayette and from Jon Tatum, Receiver of Xclusive Rental Properties, LLC.
16. The abstract reflects Plaintiffs' Motion for Continuance in the District Court of Tulsa County, State of Oklahoma, [Case No. CJ-2022-3593](#), Styled Sondia Bell, Xclusive Rental Properties, LLC v. Aubrey Lafayette, filed October 3, 2024.
- The subject property is subject to the jurisdiction of the Tulsa County District Court and the *Order Appointing Receiver* entered January 9, 2025. The Receiver shall
- (1) file an application with the Court, which shall identify the subject property, state why the property must be sold and state that a sale is in the best interest of all involved;
 - (2) provide notice to the parties prior to any real property being placed for sale, sold, or otherwise disposed of; and
 - (3) obtain a final unappealable order of the court allowing the sale of the subject property. Obtain and record a validly executed and acknowledged deed as to the subject property from Jon Tatum, Receiver for Xclusive Properties, LLC.
17. The abstract reflects Plaintiffs' Motion for Continuance in the District Court of Tulsa County, State of Oklahoma, [Case No. CJ-2022-3593](#), Styled Sondia Bell, Xclusive Rental Properties, LLC v. Aubrey Lafayette, filed October 3, 2024.
- The Court granted Jon Tatum, Receiver, a first priority lien against the subject property.
- Obtain and record a validly executed and acknowledged release of the lien from Jon Tatum, Receiver.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

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

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

1. Defect, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem taxes for 2025 and subsequent years which are not ascertainable, due or payable.
8. Any ownership, rights, interests, or claims to (a) minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land; or (b) pore space in or under the Land; and (c) any rights, privileges, immunities, rights of way, and easements associated with, appurtenant to, or an attribute of the ownership, rights, or claims excepted in (a) or (b); and as to each of (a), (b) or (c), whether or not any of these interests or rights appear in the Public Records
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Arising from the proposed Insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
11. Statutory right of way along section line boundary.
12. Special assessments, if any, due to the City of Tulsa.

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SCHEDULE B, PART II - Exceptions

(continued)

13. Right of Way Contract in favor of Stanolind Pipe Line Company, a Maine corporation, recorded in [Book 1060, Page 461](#); and Partial Release of Right of Way Contract, recorded in [Book 2357, Page 627](#).
14. Right of Way Contract in favor of The Texas Pipe Line Company, of Oklahoma, a corporation, recorded in [Book 814, Page 327](#); Assignment in favor of The Texas-Empire Pipe Line Company, a corporation of Delaware, recorded in [Book 853, Page 277](#); Partial Release of Right-of-Way, recorded in [Book 2380, Page 465](#); and Assignment and Conveyance in favor of Williams Pipe Line Company, LLC, a Delaware limited liability company, recorded in [Book 6831, Page 1255](#).
15. Easement contained within Agreement in favor of The City of Tulsa, Oklahoma, a Municipal Corporation, recorded in [Book 2397, Page 426](#).
16. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Plat Map and Certificate of Dedication for SUBURBAN ACRES SECOND recorded on May 14, 1953, as [Plat 1815](#); and Corrected of Certificate of Dedication filed September 4, 1953, and recorded in [Book 2403, Page 514](#).
17. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Certificate of Dedication for SUBURBAN ACRES recorded on October 30, 1952, as [Plat No. 1768](#); Amended Plat of SUBURBAN ACRES filed December 29, 1952, and recorded as [Plat 1778](#); and Correction Certificate of Dedication filed May 6, 1953, and recorded in [Book 2377, Page 378](#).

**** ENTER ALL EXCEPTIONS ABOVE THIS LINE****

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

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

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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(continued)

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

END OF CONDITIONS

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