



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a(n) 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months 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 state 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; [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 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 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 shall not exceed the lesser 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.
 - (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 of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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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, nor 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>.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Commercial Title & Escrow Services, Inc
Issuing Office: 4739 East 91st Street, Suite 200, Tulsa, OK 74137
Issuing Office's ALTA® Registry ID: N/A
Loan ID No.: N/A
Commitment No.: 22-0153JJ
Issuing Office File No.: 22-0153JJ
Property Address: 713 W. 4th Ave., Stillwater, OK 74074
Revision No.: Rev. 07/22/2022; revised after review of survey dated 07/21/2022

SCHEDULE A

1. Commitment Date: March 25, 2022 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: One on 4th ST, LLC, a Delaware limited liability company, in its capacity as Signatory
Trustee of One on 4th, DST, a Delaware statutory trust
Proposed Policy Amount: \$52,000,000.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: Bank Plus, a Mississippi banking corporation
Proposed Policy Amount: \$29,700,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple Surface.
4. The Title is, at the Commitment Date, vested in:

Stillwater Student Housing Owner LLC, a Delaware limited liability company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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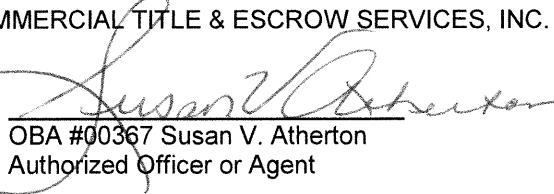
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SCHEDULE A
(Continued)

COMMERCIAL TITLE & ESCROW SERVICES, INC.


By:


OBA #00367 Susan V. Atherton
Authorized Officer or Agent

Fidelity National Title Insurance Company



BY



President

ATTEST



Secretary

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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. Valid Conveyance from the record land owners in Schedule A-4 above fully executed and acknowledged to One on 4th ST, LLC, a Delaware limited liability company, in its capacity as Signatory Trustee of One on 4th, DST, a Delaware statutory trust.
 - b. Valid Mortgage in favor of the proposed Mortgage Insured of Schedule A-2 above, executed by One on 4th ST, LLC, a Delaware limited liability company, in its capacity as Signatory Trustee of One on 4th, DST, a Delaware statutory trust, for the amount to be insured as shown on Schedule A-2 hereof.
5. Payment of all taxes, charges, assessments, levied and assessed against subject Land, which are due and payable.
 - a. Furnish proof of payment of 2021 Business/Personal Taxes, if any.
6. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Conditions 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. 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.

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SCHEDULE B

(Continued)

8. **NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTIONS INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.**
9. An Affidavit of Owners that there are no unpaid bills for labor or materials furnished to the property within the past four months.
10. An Affidavit of Purchaser that there are no unpaid bills for labor or materials furnished to the property within the past four months.
11. An Affidavit of Owners that he has no knowledge or has not been advised of any taxes or special assessments being levied against the property which would constitute a lien, other than those of record.
12. An Affidavit from the Owners of the subject property stating that there are no current outstanding tenant leases which may constitute an interest in and to the subject property, and if outstanding tenant leases exist, a copy of the current rent rolls be submitted to the Company for review and possible further requirements.
13. We require that you obtain and file of record a properly executed Release of the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Stillwater Student Housing Owner LLC, a Delaware limited liability company, in favor of Fortress Credit Co LLC, a Delaware limited liability company, securing a note in the original principal amount of \$32,500,000.00, dated October 26, 2020, filed November 3, 2020, and recorded in the office of the Payne County Clerk in Book 2595 at Page 462; assigned by First Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Fort CRE 2018-1 Transferor LLC, a Delaware limited liability company, dated October 26, 2020, filed November 6, 2020, and recorded in Book 2596 at Page 23; assigned by Second Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Fort CRE 2018-1 Issuer LLC, a Delaware limited liability company, dated October 26, 2020, filed November 12, 2020, and recorded in Book 2597 at Page 54.
14. We require that you obtain and file of record a properly executed Release of the Assignment of Leases and Rents executed by Stillwater Student Housing Owner LLC, a Delaware limited liability company, in favor of Fortress Credit Co LLC, a Delaware limited liability company, dated October 26, 2020, filed November 3, 2020, and recorded in the office of the Payne County Clerk in Book 2595 at Page 481; assigned by First Assignment of Assignment of Leases and Rents in favor of Fort CRE 2018-1 Transferor LLC, a Delaware limited liability company, dated October 26, 2020, filed November 6, 2020, and recorded in Book 2596 at Page 28; assigned by Second Assignment of Assignment of Leases and Rents in favor of Fort CRE 2018-1 Issuer LLC, a Delaware limited liability company, dated October 26, 2020, filed November 12, 2020, and recorded in Book 2597 at Page 59.

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SCHEDULE B

(Continued)

15. We require that you obtain and file of record a Termination of the UCC Financing Statement between Stillwater Student Housing Owner LLC, Debtor, and Fortress Credit Co LLC, Secured Party, filed November 3, 2020, and recorded in the office of the Payne County Clerk in Book 2595 at Page 489; assigned by UCC Financing Statement Amendment in favor of Fort CRE 2018-1 Transferor LLC, filed November 6, 2020, and recorded in Book 2596 at Page 33; assigned by UCC Financing Statement Amendment in favor of Fort CRE 2018-1 Issuer LLC, filed November 12, 2020, and recorded in Book 2597 at Page 64.
16. We require certification from a licensed surveyor that the following documents recorded in the office of the Payne County Clerk do not affect the subject property:
 - a. Warranty Deed in favor of 1222 E Walnut, L.L.C., a Missouri limited liability company, dated July 1, 2021, filed July 6, 2021, and recorded in Book 2640 at Page 788; and
 - b. Warranty Deed in favor of Ryan Aebi, dated August 3, 2021, filed August 4, 2021, and recorded in Book 2646 at Page 699.Further requirements may be necessary if one and/or the other affects the subject property.
17. We require a review of the certificate of Stillwater Student Housing Owner LLC issued by the Delaware and Oklahoma Secretary of State, as well as a copy of the Articles of Organization and Operating Agreement of Stillwater Student Housing Owner LLC, together with all amendments thereto, to determine authority to enter into the insured transaction. Additional requirements pertaining to execution of necessary instruments may be added upon such review.
18. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk of Oklahoma County with respect to the owners of the property, stating that no financing statements for fixtures or personal property have been filed which statements might constitute a lien on said property.
19. An ALTA/NSPS Survey made in accordance with Minimum Standard Detail requirements for ALTA/NSPS Land Title Survey as adopted on February 23, 2021, and meets the accuracy requirements of a Class "A" Survey, as defined therein and includes items 1, 3, 8, and 16 of Table A of the Minimum Standards thereon. (Standards attached and made a part hereof)
20. Before closing, have the records checked against the subject property and a court search obtained on the seller or borrower (if refinance) of said property to insure that nothing adverse has been filed of record.
21. Re-certification of the Abstract of Title covering the subject property as necessary to comply with Okla. Admin. Code § 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.
22. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service, or under the supervision of attorneys actively licensed in the state where the document signings take place.

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SCHEDULE B

(Continued)

23. We require a review of the certificate of One on 4th ST, LLC issued by the Delaware Secretary of State, as well as a copy of the Articles of Organization and Operating Agreement of One on 4th ST, LLC, together with all amendments thereto, to determine authority to enter into the insured transaction. Additional requirements pertaining to execution of necessary instruments may be added upon such review.

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SCHEDULE B

(Continued)

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.
2. Rights of residential tenants in possession pursuant to unrecorded leases from Stillwater Student Housing Owner LLC.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem taxes for the year 2022 and subsequent years, which are not yet due and payable.
8. Assessments to the City of Stillwater, Oklahoma, for the year 2022 and subsequent years, which are not yet due and payable.
9. 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.
10. Intentionally omitted.
11. Intentionally omitted.
12. Intentionally omitted.

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SCHEDULE B

(Continued)

13. Intentionally omitted.
14. Intentionally omitted.
15. Intentionally omitted.
16. Intentionally omitted.
17. Intentionally omitted.
18. Intentionally omitted.
19. Intentionally omitted.
20. Intentionally omitted.
21. Sewer Right of Way in favor of Church of Christ of Stillwater, Oklahoma, dated August 17, 1939, filed January 26, 1946, and recorded in the office of the Payne County Clerk in Book 82 at Page 116.
22. Intentionally omitted.
23. Intentionally omitted.
24. Electric Easement in favor of the City of Stillwater, Oklahoma, a Municipal Corporation, dated October 15, 2020, filed November 23, 2020, and recorded in the office of the Payne County Clerk in Book 2598 at Page 858.
25. Existing underground electric and transformer without benefit of easement, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.
26. Existing storm drain without benefit of easement, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.
27. Encroachment of brick areas onto and off of the subject property, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.
28. Encroachment of existing irrigation control valves onto and off of the subject property, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.
29. Encroachment of fences onto the subject property, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.
30. Existing sanitary cleanout without benefit of easement, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.

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SCHEDULE B

(Continued)

31. Building over sewer right of way, as shown on the survey of subject property prepared by Keystone Engineering and Land Surveying, Inc., dated July 21, 2022.
32. Instruments filed under the Uniform Commercial Code affecting the property.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

A particular tract of land, encompassing portions of HOYT'S BLOCK and MILLER'S BLOCK of COLLEGE ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded Plats thereof, said tract being more particularly described as follows:

Beginning at a set 1/2" iron pin cap "CA5877" occupying the Northeast corner of Lot 6 of said Miller's Block of College Addition; Thence South 01°14'12" East, along the East lines of said Miller's Block and Hoyt's Block of College Addition, a distance of 324.46 feet (previously recorded as a distance of 324.33 feet) to a found 1" pipe; Thence South 88°12'27" West, a distance of 110.91 feet (previously recorded as 111 feet), to a found 1/2" iron pin with cap "LS1051"; Thence South 01°36'12" East, a distance of Ten (10.00) feet, to a found 1/2" iron pin occupying a point on the South line of Lot 1 of said Hoyt's Block of College Addition; Thence South 88°04'31" West, along the South line of said Hoyt's Block of College Addition, a distance of 68.75 feet to a found 1/2" iron pin with cap "LS1051" occupying the Southwest corner of the East Half (E/2) of the East Half (E/2) of Lot 1 of said Hoyt's Block of College Addition; Thence North 01°24'55" West, along the West line of the East Half (E/2) of the East Half (E/2) of Lots 1 and 2 of said Hoyt's Block of College Addition, a distance of 89.67 feet (previously recorded as 89.33 feet) to a found 1/2" iron pin occupying the Northwest corner of the East Half (E/2) of the East Half (E/2) of Lot 2 of said Hoyt's Block of College Addition; Thence South 88°14'10" West, along the South line of Lot 3 of said Hoyt's Block of College Addition, a distance of 140.05 feet (previously recorded as 140 feet) to a set 1/2" iron pin with cap "CA5877" occupying the intersection point of the South line of said Lot 3 and the East line of the Right-of-Way for Ramsey Street (as depicted on the ALTA/ACSM land title Survey dated August 7, 2013, revised June 9, 2015, prepared by Carey E. Harris, PLS No. 1719); Thence North 01°22'30" West, along said East line of the Right-of-Way for Ramsey Street, a distance of 245.21 feet (previously recorded as 245 feet) to a found 1/2" iron pin with cap "LS1150" occupying the intersection point of the North line of said Miller's Block of College Addition and said East line of the Right-of-Way for Ramsey Street; Thence North 88°16'15" East, along the North line of said Miller's Block of College Addition, a distance of 320.50 feet (previously recorded as 320 feet) to the Point of Beginning.

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