



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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.

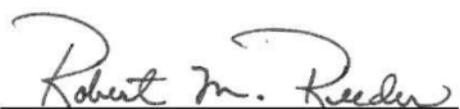
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO

Stewart Title Guaranty Company
5901 Peachtree Dunwoody Road NE, Suite
B-540
Atlanta, GA 30328
(800) 551-3046


Denise Carraux
Secretary

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File No. 21000090172

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3



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.
- (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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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File No. 21000090172

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (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.

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>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 21000090172

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 5901 Peachtree Dunwoody Road NE, Suite B-540 , Atlanta, GA 30328
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 21000090172
Issuing Office File Number: 21000090172
Property Address: 1105 Edward Street, Fort Valley, GA
Revision Number: ISSUED: March 18, 2021

1. Commitment Date: February 26, 2021 at 5:00 PM

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Extended	\$3,586,207.00
Proposed Insured: VARADERO EXACT PARTNERS, LLC, a Delaware limited liability company	
(b) ALTA Loan Policy Extended	
Proposed Insured: To be determined	

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

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

LAKEVIEW GA AFFORDABLE LLC, a Georgia limited liability company by virtue of Limited Warranty Deed from Lakeview Associates, a Georgia limited partnership, effective as of January 19, 2018, filed January 26, 2018 and recorded in [Deed Book 576, Page 618](#), records of the Superior Court of Peach County, Georgia.

5. The Land is described as follows:

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

All that tract or parcel of land lying and being in Land Lot 203 of the 9th District of Peach County, Georgia and being more particularly described as:

ALL that tract or parcel of land lying and being in Land Lot 203 of the 9th District of Peach County, Georgia, being more particularly described as follows:

BEGINNING at a concrete monument located on the eastern side of the right of way of Fagan Circle (40 foot right of way) south 01°21' east, 1,161.43 feet along the eastern side of the right of way of Fagan Circle from the point of intersection of the eastern side of the right of way of Fagan Circle and the southern side of the right of way of Spruce Street; thence north 88°36' east along the southern boundary of property now or formerly owned by Marcus L. Hickson, Jr. and Marcus L. Hickson, III, 900.00 feet to a concrete monument; thence south 01°21' east along the western boundary of property now or formerly owned by Marcus L. Hickson, Jr. and Marcus L. Hickson, III, a distance of 970.00 feet to a concrete monument; thence south 88°36' west along the northern boundary of property now or formerly owned by Marcus L. Hickson, Jr. and Marcus L. Hickson, III, and Housing Authority of Fort Valley, 410.00 feet to a concrete monument; thence north 01°21' west along the eastern boundary of property now or formerly owned by College Square Associates, a distance of 711.19 feet to a concrete monument; thence south 88°36' west along the northern boundary of property now or formerly owned by College Square Associates, 490.00 feet to a concrete monument on the eastern side of the right of way of Fagan Circle; thence north 01°21' west 258.81 feet along the eastern side of the right of way of Fagan Circle to the POINT OF BEGINNING; said tract containing 12.041 acres according to plat of survey prepared for Lakeview Apartments by Morrison J. Simms & Associates, dated July 12, 1971.

LESS AND EXCEPT any portion of the property set forth above contained within that certain Quitclaim Deed from Lakeview Associates, a Georgia limited partnership to Mayor & Council of the City of Fort Valley, Georgia, and the successors in office, dated October 31, 1979, filed December 21, 1979 and recorded in Deed Book 52, Page 35 records of the Superior Court of Peach County, Georgia.

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 21000090172- Revision No. ISSUED: March 18, 2021

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. Documents satisfactory to the Company that convey the Title or create the interest to be insured, or both, must be properly authorized, executed, delivered and recorded in the appropriate Public Records: Said documents must be executed pursuant to proper authority, proof of which must be submitted to the Company. The Company reserves the right to make such additional requirements as it may deem necessary upon review of said authority documents.

- A. Execution, delivery and recording of a Limited Warranty Deed from Lakeview GA Affordable LLC, a Georgia limited liability company, to Varadero Exact Partners, LLC, a Delaware limited liability company, conveying the property described in Schedule A herein.

NOTE: Said Limited Warranty Deed must be executed pursuant to proper authority of Lakeview GA Affordable LLC, proof of which must be submitted to the Company as follows:

- (i) Certificate of Existence/Formation from the State of Formation
- (ii) Certificate of Good Standing from the State of Georgia and the State of Formation
- (iii) Copy of the Operating Agreement along with any amendments
- (iv) Resolution of Managing Members authorization and approving the proposed transaction.

- B. Execution, delivery and recording of a Deed to Secure Debt from Varadero Exact Partners, LLC, a Delaware limited liability company, to **TO BE DETERMINED**, securing the property described in Schedule A herein with a note in the original principal amount of **\$TO BE DETERMINED**.

NOTE: Said Deed to Secure Debt must be executed pursuant to proper authority of Varadero Exact Partners, LLC, proof of which must be submitted to the Company as follows:

- (i) Certificate of Existence/Formation from the State of Formation
- (ii) Certificate of Good Standing from the State of Georgia and the State of Formation
- (iii) Copy of the Operating Agreement along with any amendments
- (iv) Resolution of Managing Members authorization and approving the proposed transaction.

6. Payment, satisfaction, cancellation, termination or release of the Land from encumbrances created by the following instruments:

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

- A. Deed of Trust, Security Agreement and Assignment of Rents from Lakeview GA Affordable LLC, a Georgia limited liability company to EB Affordable Housing Financing, LLC, a Maryland limited liability company, dated January 19, 2018, filed January 26, 2018 and recorded in [Deed Book 576, Page 623k](#), records of the Superior Court of Peach County, Georgia, in the original principal amount of \$2,565,000.00.
- B. Deed to Secure Debt and Security Agreement by Lakeview GA Affordable LLC, a Georgia limited liability company and EagleBank, a Maryland banking corporation, dated December 21, 2018, filed January 3, 2019 and recorded in [Deed Book 593, Page 276](#), aforesaid records, in the original principal amount of \$22,300,000.00.
- C. Assignment of Leases, Rents and Profits by Lakeview GA Affordable LLC, a Georgia limited liability company in favor of EagleBank, a Maryland banking corporation, dated December 21, 2018, filed January 3, 2019 and recorded in [Deed Book 593, Page 305](#), aforesaid records.
- D. UCC Financing Statement naming Lakeview GA Affordable LLC as debtor and EagleBank as secured party, filed January 3, 2019 and recorded in [Deed Book 593, Page 312](#), aforesaid records.
- E. [UCC Financing Statement No. 111-2018-000342](#) naming Lakeview GA Affordable LLC as debtor and EagleBank as secured party, filed December 27, 2018, aforesaid records.
- F. Plaintiff's Complaint for Damages in Civil Lawsuit styled Georgia Gilmore v. Lakeview GA Affordable LLC, d/b/a Lakeview Apartments; [Civil Action No. 20-V-0273](#) in the Superior Court of Peach County, Georgia, dated October 14, 2020, filed October 14, 2020, aforesaid records.

NOTE: UCC Financing Statements filed under current owner affecting only personal property are not reflected in this title commitment. Should this information be required, please request a UCC Certification Letter and submit all names to be examined.

7. [City, state and county real property taxes:](#)

State and County:

Tax Year: 2020

Name: Lakeview GA Affordable LLC

Map Reference No.: F04B 004
(1105 Edward St) (12.04 ac. +/-)

Amount Paid: \$25,632.89

Date Paid: January 21, 2021

City of Fort Valley:

Tax Year: 2020

Name: Lakeview GA Affordable LLC

Map Reference No.: F04B 004
(1105 Edward St) (12.04 ac. +/-)

Amount Paid: \$12,235.80

Date Paid: December 14, 2020

8. Proof satisfactory to the Company of payment of gas, water and sewerage service, and/or electricity bills. Seller shall provide copies of water bills, sanitary bills, sewer bills, solid waste bills, gas bills and or electricity bills for the last three billing cycles and evidence of paid receipts. For additional information with regard to water suppliers and lien rights, See O.C.G.A. §36-60-17. As a matter of information only, per O.C.G.A. §36-60-17(f) a public or private supplier of gas, sewerage service, or electricity shall not impose a lien against real property to secure unpaid charges for gas, sewerage service, or electricity unless the owner of such real property is the person who incurred the charges.
9. Receipt of satisfactory proof in the form of an affidavit acceptable to the Company from the Seller and Purchaser

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

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STEWART TITLE GUARANTY COMPANY

Requirements

that they have not entered into any written agreement with any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to "commercial real estate" as defined in O.C.G.A. §44-14-601[3]. In the event that said affidavit(s) contain any disclosure or qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be received by the Company.

10. Receipt of proof satisfactory to the Company that no improvements or repairs were made on the property within 95 days preceding the filing for record of the instrument(s) required at Item (4) above; or in the event such improvements or repairs were made, that they have been completed and all costs incurred in connection therewith, including architect's fees, if any, have been paid.
11. The Actual value of the estate or interest to be insured must be disclosed to the Company. If approved by the Company, the Proposed Policy Amount(s) will be revised to reflect the actual value to be insured and premiums will be charged consistent therewith. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the disclosure of the actual value to be insured.
12. 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 final designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements upon receiving the identity or description of the Proposed Insured.
13. The company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from COVID-19 virus.

NOTE: As a matter of information only, O.C.G.A. Section 48-7-128 requires a purchaser to withhold 3% of the purchase price or consideration paid if the seller or transferor is a non-resident of the State of Georgia. The purchaser/settlement agent should determine if the seller is a non-resident of Georgia within the meaning of Subsection (a) of O.C.G.A. Section 48-7-128 and if the transaction is subject to the withholding requirement.

FOR INFORMATIONAL PURPOSES ONLY:

State and county personal property taxes in the name of the Fee Owner shown in Schedule A, Item 4: **NONE.**

FOR CONSTRUCTION LOANS:

We require a drive-by inspection of the property, which must be performed and documented the day of closing by Stewart.

IF ANY WORK HAS STARTED ON THE PROPERTY (including demo, grading, etc.) THE FOLLOWING REQUIREMENTS MUST BE MET (and approved by Stewart Underwriting):

An inspection of the property must be performed and documented by providing a current ALTA survey and certification from the surveyor that no work has commenced on the property.

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

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STEWART TITLE GUARANTY COMPANY

Requirements

Sworn statement from the seller provided to the company prior to closing regarding the cost associated with the improvements made on the property which must tell us exactly who has provided material, services and/or labor as of the date of closing along with a copy of the current financials of the seller for underwriter review and approval.

Execution of a sworn Contractor's Affidavit from the general contractor stating the general contractor has paid all the subcontractors, materialmen, and suppliers the agreed price or reasonable value for the labor, supplies and materials furnished at the request of the general contractor, through the date of closing and an Interim Waiver from the general contractor.

Execution of an Interim Waiver and Release Upon Payment or an Unconditional Waiver and Release Upon Final Payment, depending on the status of construction at the time of closing, from the general contractor all the subcontractors, materialmen, and suppliers who performed work on the property through the date of closing.

Execution of a STG Indemnity Agreements from the owner and the general contractor.

NOTE: If a zoning endorsement 3.1 is required on this transaction we must obtain for review and approval prior to closing the following items:

1. Certification by architect, engineer or surveyor of the following:
 - a. The present use of the land and any structure thereon conforms to the zoning ordinance and amendments thereto;
 - b. The ordinances and amendments thereto have not been violated with respect to any of the following:

Area, width or depth of the land as a building site for the structure;
Floor space area of the structure;
Setback of the structure from the property lines of the land;
Height of structure;
Parking as to number of spaces.

2. Letter from zoning authority stating the following in regard to the property:
 - a. current zoning classification;
 - b. current use is acceptable;
 - c. No violations of ordinance or amendments.

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 4 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21000090172- Amended No. ISSUED: March 18, 2021

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. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - e. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - f. Any titles or rights asserted by anyone including but not limited to, persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
 - g. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

3. All real property taxes and assessments for the year 2021 and subsequent years, not yet due and payable, and any additional taxes which may be assessed for current or prior years due to revised appraisal, re-assessment of taxes or an appeal.
4. All assessments, taxes, and special assessments which are now a lien or payable or which may become due and payable, including, but not limited to, water bills, sanitary bills, sewer bills and solid waste bills.

NOTE: This exception shall be removed upon receipt of copies of water bills, sanitary bills, sewer bills and solid waste bills for the last three billing cycles and copies of paid receipts for the most current bills.

5. This Commitment of Title Insurance affords assurance as to the location of the boundary lines of subject property, but does not insure the engineering calculation and computing for the exact amount of acreage and/or square footage contained therein.
6. General Utility Easement for Natural Gas and Water Lines by and between College Square Associates, a Georgia limited partnership and Lakeview Associates, a Georgia limited partnership, dated December 23, 1971 and

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21000090172

ALTA Commitment For Title Insurance Schedule COM 8-1-16 (4-2-18)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

recorded in [Deed Book 9, Page 401](#), records of the Superior Court of Peach County, Georgia.

7. Terms and conditions as set forth in that certain Laundry Space Lease dated September 18, 1991, as evidenced by Lease Memorandum by and between HSI Management, Inc. and Solon Automated Services, Inc., a Delaware Corporation, dated September 18, 1991, filed January 27, 1992 and recorded in [Deed Book 127, Page 515](#), aforesaid records.
8. Grant of Easement from Lakeview Associates, Ltd. to the City of Fort Valley, a municipality duly chartered under the laws of the State of Georgia, dated March 10, 1999, filed March 19, 1999 and recorded in [Deed Book 199, Page 634](#), aforesaid records.
9. Use Agreement for Multifamily Projects Participating in the Mark-To-Market Program under the Multifamily Assisted Housing Reform and Affordability Act of 1997 by and between Lakeview Associates,, a Georgia limited partnership and the Secretary of Housing and Urban Development, Washington, D.C., dated July 1, 2001, filed July 27, 2001 and recorded in [Deed Book 235, Page 423](#), aforesaid records.
10. All matters affecting subject property as shown on the following plats, all aforesaid records:
 - A. [Plat Book 9, Page 3](#);
 - B. [Plat Book 9, Page 68](#); and
 - C. [Plat Book 21, Page 166](#).

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Page 2 of 2



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056