

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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

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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 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.

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

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- (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

Arbitration provision intentionally removed.

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ALTA COMMITMENT FOR TITLE INSURANCE-8/28/20-ji-FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

COMMITMENT NO. 2-39454	EFFECTIVE DATE OF COMMITMENT: August 10, 2020 at 5:00 p.m.
YOUR NO. 7285.143	170 HAWKINS RDG

PREPARED FOR: James Ottley
STOUT, KAISER, MATTESON, PEAKE & HENDRICK, LLC

INQUIRIES SHOULD BE DIRECTED TO: CALLOWAY TITLE AND ESCROW, LLC
4170 ASHFORD-DUNWOODY ROAD
SUITE 525
ATLANTA, GEORGIA 30319
(770) 698-7960

- | | |
|---|-------------|
| 1. POLICY OR POLICIES TO BE ISSUED: | AMOUNT |
| * ALTA OWNERS POLICY - (6/17/06)
PROPOSED INSURED: | \$10,000.00 |

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3 below

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

UCB Investment Properties LLC, a Georgia limited liability company by virtue of that certain Limited Warranty Deed recorded in Deed Book [933, Page 161](#), Records of Pickens County, Georgia.

4. The land referred to in this Commitment is located in the County of Pickens, State of Georgia, and described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lot 118 of the 13th District, 2nd Section of Pickens County, Georgia, being Lot 85, Jordan's Crossing Subdivision, as shown on plat of said subdivision prepared by Southern Surveying & Planning, Inc., bearing the seal of Michael J. Savage, Georgia RLS No. 2737, dated December 9, 2004,

COMMITMENT NO.
2-39454

SCHEDULE A (CONTINUED)

Job No. C-03-192, filed for record January 27, 2005, as more particularly depicted on a plat recorded in Plat Book [QQ, Pages 170 through and including 177](#), Records of Pickens County, Georgia, which plat is incorporated herein by reference hereto.

CALLOWAY TITLE AND ESCROW, LLC



AUTHORIZED SIGNATORY

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 the counter-signature by the Company or its issuing agent that may be in electronic form.

I. 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.

LIMITED WARRANTY DEED from UCB Investment Properties LLC, a Georgia limited liability company to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 3, Schedule A conveying title to subject property.

If a current, accurate survey is provided in conjunction with this transaction, and the new survey legal description is to be insured, in addition to the above, the execution, delivery and recordation of a Quit Claim Deed will be required to convey subject property by virtue of current survey legal description.

In connection with said instrument(s), we will further require:

- (a) Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
- (b) That said instrument shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
- (c) If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

- (d) Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - (e) Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;
 - (f) Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - (g) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Payment to or for the grantor of the full consideration for the estate or interest to be insured.
6. Confirmation of the entity name of the purchaser with regard to the transaction contemplated at Item 4 above.

NOTE: Upon compliance with the above requirement, a record search will be conducted in the appropriate jurisdiction which may disclose subsequent liens, judgments, and other like matters which will be added to this commitment.

7. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for the Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$10,000.00 and the total liability of the Company on account of the Commitment shall not exceed said amount.
8. Payment of State and County taxes for the year 2019 in the amount of \$148.29, plus penalty and interest, if any, under Map Reference No. 055D 110 385 (Good through September 1, 2020) (Base amount of tax \$137.75).

9. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
10. Proof satisfactory to the Company that any and all water bills associated with subject property have been paid in full through the date of closing.

NOTE: This requirement cannot be satisfied solely by the production of an affidavit from the seller or borrower, but requires separate verification with the appropriate county, municipality and/or service providers.

11. The Company must be furnished proof in affidavit form as to who is in possession of the subject property and under what claim. Upon receipt of such proof, Item 2(a) of Part II below will be deleted or amended in accordance with the facts revealed thereby.
12. The Company must be furnished a current accurate survey and surveyor's inspection report on the subject property. Upon receipt of same, Items 2(b) and 2(c) of Part II below will be deleted or amended in accordance with the facts shown thereby.
13. The Company must be furnished satisfactory proof in affidavit form that improvements and/or repairs or alterations to the property are completed; that contractor, subcontractors, laborers and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor and material; or 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 instruments required at Item 4 above. Upon receipt of this proof, Item 2(d) of Part II below will be deleted or amended in accordance with the facts shown thereby.
14. Proof satisfactory to the Company that all taxes or special assessments, including water bills, which are not shown as existing liens on the public records are paid in full at the time of closing. Upon receipt of such proof, Item 2(e) of Part II below will be deleted or amended in accordance with the facts shown thereby.
15. Satisfactory proof to the Company in affidavit form that there are no rights, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

16. Satisfactory proof in affidavit form from both the Seller and from the Buyer (or Borrower if there is no sale involved) i.) that no Broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate and ii.) that no notice(s) of lien for any such services has been received. In the event that said affidavit(s) contain any 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 obtained.

NOTE: Where the possibility of a right to file a Broker's Lien(s) is determined and no lien waiver(s) nor Estoppel Letter(s) is furnished to the Company, an exception as follows will be taken in the final policy:

"Any Broker's lien, or right to a Broker's lien, imposed by law."

FOR YOUR INFORMATION:

The property lies outside of any city.

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:

II. SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF 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 or inspection of the premises.
 - (d) 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.
 - (e) Taxes or special assessments which are not shown as existing liens by the public records.
3. Special Exceptions:
 - (a) All taxes for the year 2020 and subsequent years.
 - (b) Any and all unpaid water bills associated with subject property.

NOTE: The above item may be removed or modified upon further examination.

- (c) No insurance is afforded as to the exact amount of acreage contained in the property described herein.
- (d) Riparian rights incident to the premises.
- (e) Rights of tenants in possession under unrecorded leases.

- (f) Any security interest created at closing.
- (g) Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Records of Pickens County, Georgia, including, but not limited to, (i) an inability to search the Public Records after August 10, 2020, or (ii) any delay in recordation of the Limited Warranty Deed into the Proposed Insured in the Public Records.
- (h) Partnership Conveyance of Easement from Jordan's Crossing Development LLC to Nelson Ball Ground Telephone Co. D/B/A TDS Telecom, a corporation, dated October 8, 2004, filed for record October 8, 2004 at 2:00 p.m., recorded in Deed Book [610, Page 109](#), Records of Pickens County, Georgia.
- (i) Declaration of Protective Covenants and Restrictions for Jordan's Crossing Subdivision by Jordan's Crossing Development, LLC, dated March 10, 2004, filed for record December 29, 2004 at 10:00 a.m., recorded in Deed Book [624, Page 615](#), aforesaid Records; as amended by that certain Amendment to Declaration of Covenants and Restrictions for Jordans Crossing Homeowner's Association, Inc. by Jordan's Crossing Homeowner's Association, Inc., dated February 22, 2006, filed for record February 28, 2006 at 10:53 a.m., recorded in Deed Book [696, Page 327](#), aforesaid Records; as further amended by that certain Amendment to Declaration of Covenants and Restrictions for Jordans Crossing Homeowner's Association, Inc. by Jordans Crossing Homeowner's Association, Inc., dated July 31, 2006, filed for record August 7, 2006 at 11:40 a.m., recorded in Deed Book [724, Page 499](#), aforesaid Records; as further amended by that certain Amendment to Declaration of Covenants and Restrictions for Jordan's Crossing Homeowner's Association, Inc. by Jordan's Crossing Homeowner's Association, Inc., dated September 11, 2006, filed for record September 11, 2006 at 9:15 a.m., recorded in Deed Book [731, Page 295](#), aforesaid Records; as further amended by that certain Amendment to Declaration of Covenants and Restrictions for Jordan's Crossing Homeowner's Association, Inc. by Jordan's Crossing Homeowner's Association, Inc., dated July 2006, filed for record March 5, 2009 at 9:00 a.m., recorded in Deed Book [852, Page 4](#), aforesaid Records; as re-recorded March 12, 2009 at 1:15 p.m., recorded in Deed Book [852, Page 809](#), aforesaid Records; as further amended by that certain Amended Declaration of Protective Covenants and Restrictions for Jordan's Crossing Subdivision by Jordan's Crossing Homeowner's Association, Inc., dated April 1, 2016, filed for record April 1, 2016 at 1:45 p.m.,

recorded in Deed Book [1079, Page 130](#), aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

- (j) All those matters as disclosed by that certain plat recorded in Plat Book [HH, Page 117](#), aforesaid Records.
- (k) All those matters as disclosed by that certain plat recorded in Plat Book [PP, Page 42](#), aforesaid Records.
- (l) All those matters as disclosed by that certain plat recorded in Plat Book [QQ, Pages 170 through and including 177](#), aforesaid Records.