



## COMMITMENT FOR TITLE INSURANCE

Issued By  
**CHICAGO TITLE INSURANCE COMPANY**

ans  
ORIGINAL VERSION

Print Date: 08/03/2026 at 14:30:58

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

Issuing Agent: **Land Title Company of Alabama**  
Issuing Office: **600 North 20th Street, Suite 100, Birmingham, AL 35203**  
Issuing Office's ALTA® Registry ID: **0000016**  
Loan ID No.:  
Issuing Office File No.: **6010W-26**  
Property Address: **203 Fonville St., Tuskegee, AL 36083**

### SCHEDULE A

1. Commitment Date: **July 29, 2026 at 08:00 AM**
2. Policy to be issued:
  - a. **ALTA Owners Policy (07/1/21)**  
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner**  
Proposed Policy Amount: To be determined  
The estate or interest to be insured: **Fee Simple Interest**
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  
**BellSouth Telecommunications LLC, a Georgia limited liability company formerly known as South Central Bell Telephone Company, a Georgia corporation**
5. The Land is described as follows: **SEE EXHIBIT A ATTACHED HERETO**

### CHICAGO TITLE INSURANCE COMPANY

By: Land Title Company of Alabama  
License No.: 0187964

Michelle Wilson, Authorized Signatory  
License No.: 659038

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**EXHIBIT A**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE MACON COUNTY IN THE STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:**

**Begin at a chip in concrete known as the Southeast corner of Lot 10, Conner Subdivision, Unit 1, as recorded in Plat Book Volume 1, at Page 91 in the Office of the Judge of Probate of Macon County, Alabama; said point also being located on the West Rights-of-Way (50 foot) of Fonsville Street; thence leaving said Rights-of-way South 51°19'00" West 120.00 feet to an iron pin; thence North 38°41'00" West 90.00 feet to a chip in concrete; thence North 51°19'00" East 120.00 feet to an iron pin located on the West Rights-of-way (50 feet) of Fonsville Street; thence along said Rights-of-way South 38°41'00" East 90.00 feet to the point of beginning. Lying in and being a part of Section 25, Township 17 North, Range 23 East, Macon County, Alabama.**

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART I - REQUIREMENTS

*The deed/mortgages creating the interest to be insured must contain the marital status of the grantor/mortgagor, if natural persons, as required by Alabama Code 35-4-73. The spouse of the grantor/mortgagor must join in the conveyance if the property is the homestead of either. If the property is not the homestead the document must recite "The property herein is not the homestead of the grantor or their spouse" as required by Alabama Code 6-10-3. All deeds must contain the Real Estate Validation form, or the information contained therein as required by Alabama Code 40-22-1. If grantor/mortgagor is not a natural person, the documents must be approved by proper entity resolution. If the interest is created by a purchase money mortgage, the mortgage 1. must recite "This is a purchase money mortgage. The entire proceeds of the loan are being applied to the purchase price of the property being conveyed simultaneously herewith"; 2. contain no future advance provisions and 3. be less than or equal to the purchase price.*

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 in the county/counties set out in Exhibit A herein.
  - a. **Warranty Deed from BellSouth Telecommunications LLC, a Georgia limited liability company formerly known as South Central Bell Telephone Company, a Georgia corporation to Purchaser with contractual rights under a purchase agreement with the vested owner.**
  - b. **The sale, lease or other transfer of commercial real estate may give rise to a lien for broker compensation as provided by Section 35-11-450 et seq., Code of Alabama, 1975. We require a sworn written statement in recordable form from the Seller(s)/Buyer(s) or Lessor(s)/Lessee(s) that all compensation due or to become due under the listing, agency or any other brokerage agreement has been paid in full or has been waived in writing by the potential lien claimant, and that no written notice has been received regarding any unpaid or disputed amounts due for brokerage compensation.**
  - c. **We require execution of a Owners/Sellers Affidavit with Indemnity certifying that subject property is not subject to any liens, encumbrances, contracts, leases, restrictions, easements, encroachments, unpaid taxes, municipal assessments, fire dues, association dues not shown herein. (Form available upon request).**
  - d. **We require execution of a Litigation & Lien Affidavit certifying that the owner is not subject to any court orders or a party to any litigation (including insolvency proceedings) which would affect this transaction. (Form available upon request).**

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## SCHEDULE B – PART I

(Continued)

- e. **We require execution of a Litigation & Lien Affidavit certifying that the purchaser is not subject to any court orders or a party to any litigation (including insolvency proceedings) which would affect this transaction. (Form available upon request).**
  - f. **All papers to be filed in the Probate Office of Macon County, Alabama.**
- 5. Prior to closing the transaction, an updated search of the Public Records must be performed. The Company reserves the rights to raise such further exceptions and requirements as an examination of the information revealed by such search requires.
  - 6. **We require satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid. (Form available upon request)**
  - 7. **Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. 2025 taxes EXEMPT under Parcel ID Number 08-07-25-4-002-002.000.**
- NOTE: The legal description set out herein corresponds with the Macon County, Alabama, Department of Revenue's Tax Map and with tax parcel identification number set out above. The real property is owned by a public utility, and there is no tax assessment sheet provided by the Macon County, Alabama, Department of Revenue.**
- The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by county authorities.**
- 8. **We require a letter from the Town/City of Tuskegee as to the municipal assessments, if any due.**
  - 9. **We require a letter from the appropriate fire district as to any past due and current fire service charges dues on subject property AND proof of payment of said dues.**

**THIS IS THE END OF SCHEDULE B, PART I**

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ALTA Commitment for Title Insurance (7-1-21)

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6010W-26



## CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART II - EXCEPTIONS

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

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes for the year 2026 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements not shown by the public records.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
9. **Less and except any portion of subject property lying within a public/private road or road right of way.**

**THIS IS THE END OF SCHEDULE B, PART II**

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## ALTA COMMITMENT FOR TITLE INSURANCE

Issued By  
**CHICAGO TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT 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, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

CHICAGO TITLE INSURANCE COMPANY

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

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## 5. LIMITATIONS OF LIABILITY

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

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

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

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

## 8. PRO-FORMA POLICY

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

## 9. CLAIMS PROCEDURES

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

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#### 10. CLASS ACTION

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

#### 11. ARBITRATION

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

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