



ALTA Commitment (7-1-21)
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 Amount of Insurance 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

Royal Abstract National LLC
125 Park Avenue, Suite 1610
New York, NY 10117
Tel: (212) 376-0900 / Fax: (212) 376-0911



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 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.

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;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

This page is only a part of a 2021 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.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$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>.

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: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ROYAL ABSTRACT

Title Insurance agent since 1946

Headquartered in New York City, our full-service title agency is a premier provider of commercial and residential title and settlement services nationwide. As a leading agent for all of the major title insurance underwriters in the United States, we cover the entire market. For over seven decades, Royal Abstract has been providing clients with the necessary service and expertise to successfully execute real estate transactions of all types and sizes. Our title and settlement experts are prepared for any deal, anywhere, with solutions designed to deliver superlative service in all fifty states.

In order to facilitate the quickest response to your inquiries, please call us at (212) 376-0900 or contact a member of our staff directly:

NATIONAL COORDINATORS:

| | | |
|------------------|----------------|-----------------------------|
| Sandy Camilo | (212) 376-0906 | scamilo@royalabstract.com |
| Nancy Georgiou | (646) 517-2039 | ngeorgiou@royalabstract.com |
| Karissa Collucci | (646) 723-5937 | kcollucci@royalabstract.com |

CLEARANCE/LEGAL:

| | | |
|------------------|----------------|------------------------------|
| Yoni Bertel | (212) 376-0903 | ybertel@royalabstract.com |
| Kevin Campbell | (212) 376-0918 | kcampbell@royalabstract.com |
| David Gelbert | (212) 376-0908 | dgelbert@royalabstract.com |
| Ryan Kelly | (212) 376-0905 | rkelly@royalabstract.com |
| Steven Sarnotsky | (646) 517-2038 | ssarnotsky@royalabstract.com |

RECORDINGS:

| | | |
|--------------|----------------|---------------------------|
| Sandy Camilo | (212) 376-0906 | scamilo@royalabstract.com |
|--------------|----------------|---------------------------|

SALES AND OTHER INQUIRIES:

| | | |
|---------------------|----------------|----------------------------|
| Martin Kravet | (212) 376-0909 | mkravet@royalabstract.com |
| Michael Roberts | (212) 376-0910 | mroberts@royalabstract.com |
| Robert Balachandran | (212) 382-0999 | rbala@royalabstract.com |

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

Issuing Agent: Royal Abstract National LLC
Issuing Office: 125 Park Avenue, Suite 1610, New York, NY 10017
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: **55645**
Property Address: **1900,1904, 1906,1910,1914 Pulaski Street, Columbia, SC;**
605, 609, 613, 617 Richland Street, Columbia, SC;
600, 612 Calhoun Street, Columbia, SC
Revision Number:

SCHEDULE A

1. Commitment Date: **4/24/2025** at 8:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: **Lincoln Capital Acquisition LLC**
Proposed Amount of Insurance: **TBD**
 - b. 2021 ALTA® Loan Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: **TBD**
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:

Pavilion Land Partnership, L.P., a Tennessee limited partnership (As to Tracts 1-10)

Acquired by Pavilion Land Partnership, L.P., a Tennessee limited partnership in Limited Warranty Deed from James K. Lehman dated August 15, 2007, recorded September 12, 2007, in the Office of Richland County Register of Deeds in [Book 1356, Page 3737 as Instrument No. 2007082956](#).

Pavilion Land Partnership II, L.L.C., a Delaware limited liability company (As to Tract 11)

Acquired by Pavilion Land Partnership II, L.L.C., a Delaware limited liability company in Warranty Deed from Vernia T. Gadson dated May 8, 2014, recorded May 19, 2014, in the Office of Richland County Register of Deeds in [Book 1946, Page 1540 as Instrument No. 2014036676](#).

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5. The Land is described as follows: See Exhibit A attached hereto and made a part hereof

Royal Abstract National LLC



By: _____
Authorized Signatory

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ISSUED BY
STEWART TITLE GUARANTY COMPANY
Title No. 55645

EXHIBIT A – Description of Premises
Page 1 of 4

TRACT 1

ALL that certain tract, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being more particularly shown on a plat prepared for Freddie Lee Williams and Alphonso Goodson, prepared by E. F. Owens, R.L.S. #2211 dated February 25, 1982 and recorded in the Office of the RMC (n/k/a Register of Deeds) for Richland County in [Plat Book Z, at page 1905](#), such tract having such boundaries and measurements as shown on the described survey, which is specifically incorporated herein by reference.

For information only:
Parcel Numbers 09010-02-10
Commonly referred to as 613 Richland Street, Columbia, SC, 29201

TRACT 2

ALL that certain tract, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being designated as Lot 4, and being bounded and measuring as follows: On the West by Pulaski Street, whereon it fronts and measures 41.5 feet; on the North by Lot 5, whereon it measures 145 feet; on the East by property now or formerly of Ellery M. Brayton, whereon it measures 41.6 feet; and on the South by Lot 3, whereon it measures 145 feet. Be all measurements a little more or less.

For information only:
Parcel Numbers 09010-02-17
Commonly referred to as 1910 Pulaski Street, Columbia, SC, 29201

TRACT 3

ALL that certain tract, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as 0.28 acres on a plat prepared for Town and Country Associates dated June 27, 2000, prepared by Inman Land Surveying Company, Inc., Richard P. Inman, PLS No. 13385, and recorded July 10, 2000 in the Office of the Register of Deeds for Richland County in [Plat Book 424, at page 2547](#), such tract having such boundaries and measurements as shown on the described survey, which is specifically incorporated herein by reference.

For information only:
Parcel Numbers 09010-02-16
Commonly referred to as 617 Richland Street, Columbia, SC, 29201

TRACT 4

ALL that certain tract, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being known as 1914 Pulaski Street and being located on the eastern side of Pulaski Street between Richland Street and Calhoun Street (formerly Lumber Street), being rectangular in shape and fronting on Pulaski Street for 52 feet and extending to a depth of 145 feet, be all measurements a little more or less.

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ISSUED BY
STEWART TITLE GUARANTY COMPANY
Title No. 55645

EXHIBIT A – Description of Premises
Page 2 of 4

For information only:
Parcel Numbers 09010-02-18
Commonly referred to as 1914 Pulaski Street, Columbia, SC, 29201

TRACT 5

ALL that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina consisting of 0.217 acres, more or less, and being more particularly described on a plat prepared for Nick J. Leventis, prepared by Leon Campbell & Associates, Inc. dated July 9, 1986 and more particularly described as follows: Beginning at an iron located approximately 142.18 feet to the intersection of the right-of-way of Pulaski Street and Calhoun Street and running N72°05'00"E along Calhoun Street for a distance of 44.50 feet to an iron; thence turning and running S18°02'12"E along lands now or formerly of Essie L. Kennedy et. al and E. J. Abdalla for a distance of 212.50 feet to an iron; thence turning and running S71°53'24"W along lands now or formerly of Julian G. Adams and Nickolas K. Moore for a distance of 44.46 feet to an iron; thence, turning and running the direction N18°02'52"W along lands now or formerly of Colonial Life and Accident Insurance Company for a distance of 212.65 feet to the point of Beginning, all measurements a little more or less.

For information only:
Parcel Numbers 09010-02-03
Commonly referred to as 612 Calhoun Street, Columbia, SC, 29201

TRACT 6

ALL that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina located on the north side of Richland Street, between Pulaski and Wayne Streets, being known as 605 Richland Street, bounded and measuring as follows: On the North by lot now or formerly of Herons; on the East by lot now or formerly of Emory D. Harper and E. R. Faulk, as Trustees of the Leila Middlebrook Trust; on the South by Richland Street; and on the West by land now or formerly of Hayes or Morris, said lot being rectangular in shape and measuring 42 feet on its eastern and western boundaries and 31 feet on its northern and southern boundaries, all measurements a little more or less.

For information only:
Parcel Numbers 09010-02-12
Commonly referred to as 605 Richland Street, Columbia, SC, 29201

TRACT 7

ALL that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina being bounded on the North by lot now or formerly of Sarah Haran; on the East by property now or formerly of Silas Davis; on the South by Richland Street; and on the West by land now or formerly of Emory D. Harper and E. R. Faulk, as Trustees of the Leila Middlebrook Trust, said lot measuring 20 feet on its northern and southern boundaries and 40 feet on its eastern and western boundaries, all measurements a little more or less.

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ISSUED BY
STEWART TITLE GUARANTY COMPANY
Title No. 55645

EXHIBIT A – Description of Premises
Page 3 of 4

For information only:
Parcel Numbers 09010-02-11
Commonly referred to as 609 Richland Street, Columbia, SC, 29201

TRACT 8

ALL that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina and being more fully shown and delineated on a plat of property prepared for Colonial Life and Accident Insurance Company, prepared by B.P. Barber & Associates, Inc. dated May 28, 1984 and recorded in the Office of the Register of Deeds for Richland County in [Plat Book 50, at page 6890](#), which plat is incorporated herein by reference.

For information only:
Parcel Numbers 09010-02-01
Commonly referred to as 600 Calhoun Street, Columbia, SC, 29201

TRACT 9

ALL that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina and being more fully shown and delineated on a plat of property prepared for Colonial Life and Accident Insurance Company, prepared by B.P. Barber & Associates, Inc. dated May 28, 1984 and recorded in the Office of the Register of Deeds for Richland County in [Plat Book 50, at page 6890](#), which plat is incorporated herein by reference.

For information only:
Parcel Numbers 09010-02-15
Commonly referred to as 1906 Pulaski Street, Columbia, SC, 29201

TRACT 10

ALL that certain piece, parcel or lot of land with improvements thereon, if any, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina and being more fully shown and delineated on a plat of property prepared for Colonial Life and Accident Insurance Company, prepared by B.P. Barber & Associates, Inc. dated May 28, 1984 and recorded in the Office of the Register of Deeds for Richland County in [Plat Book 50, at page 6890](#), which plat is incorporated herein by reference.

For information only:
Parcel Numbers 09010-02-13
Commonly referred to as 1900 Pulaski Street, Columbia, SC, 29201

Tract 11

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, on the East side of Pulaski Street between Richland and Lumber Streets, fronting forty-one (41') feet six (6") inches, more or less, on Pulaski Street and running back of even width therefrom One Hundred and Sixty-five (165') feet, more or less, containing one-fourth (1/4) acre, and

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ISSUED BY
STEWART TITLE GUARANTY COMPANY
Title No. 55645

EXHIBIT A – Description of Premises
Page 4 of 4

bounded as follows, to-wit: On the North by a lot now or formerly of Tim McDaniels; on the East by the lot now or formerly of Pauline Davis; on the South by the lot now or formerly of Isom Hayne, and on the West by Pulaski Street.

For information only:
Parcel Numbers 09010-02-14
Commonly referred to as 1904 Pulaski Street, Columbia, SC, 29201

As to Tracts 1 – 10, being the same property acquired by Pavilion Land Partnership, L.P., a Tennessee limited partnership in Limited Warranty Deed from James K. Lehman dated August 15, 2007, recorded September 12, 2007, in the Office of Richland County Register of Deeds in [Book 1356, Page 3737 as Instrument No. 2007082956](#).

As to Tract 11, being the same property acquired by Pavilion Land Partnership II, L.L.C., a Delaware limited liability company in Warranty Deed from Vernia T. Gadson dated May 8, 2014, recorded May 19, 2014, in the Office of Richland County Register of Deeds in [Book 1946, Page 1540 as Instrument No. 2014036676](#).

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SCHEDULE B, PART I—Requirements

Page 1 of 6

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. Duly authorized Deeds from Pavilion Land Partnership, L.P., a Tennessee limited partnership (As to Tracts 1-10) and Pavilion Land Partnership II, L.L.C., a Delaware limited liability company (As to Tract 11) to Lincoln Capital Acquisition LLC, a Delaware limited liability company.
6. In regard to Pavilion Land Partnership, L.P., a Tennessee limited partnership, the Company requires the following:
 - (a) Evidence of good standing in the state of the limited partnership's state of organization;
 - (b) For our review, a copy of the limited partnership agreement, any amendments thereto, and any assignment of partnership interests and
 - (c) Written consents authorizing the proposed transaction signed by the necessary number of general and limited partners required under the partnership agreement.

Upon review of these items we reserve the right to make further requirements.

7. In regard to Pavilion Land Partnership II, L.L.C., a Delaware limited liability company, the Company requires the following:
 - (a) Articles of Organization;
 - (b) Operating Agreement and any amendments thereto;
 - (c) Certificate of Good Standing in South Carolina and for the state of organization, if different;
 - (d) Consent(s) or Resolution(s) authorizing the proposed insured transaction, if required by the Operating Agreement;
 - (e) Settled taxes (corporate taxes) due the State of Delaware and
 - (f) History of mergers and name changes to be furnished, additional searches to be made and exceptions to be added.

Upon review of these items we reserve the right to make further requirements.

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SCHEDULE B, PART I—Requirements

Page 2 of 6

8. Duly authorized Mortgage from Lincoln Capital Acquisition LLC, a Delaware limited liability company to a lender to be determined in the original principal amount of \$TBD.
9. In regard to Lincoln Capital Acquisition LLC, a Delaware limited liability company, the Company requires the following:
 - (a) Articles of Organization;
 - (b) Operating Agreement and any amendments thereto;
 - (c) Certificate of Good Standing in South Carolina and for the state of organization, if different;
 - (d) Consent(s) or Resolution(s) authorizing the proposed insured transaction, if required by the Operating Agreement;
 - (e) Settled taxes (corporate taxes) due the State of Delaware and
 - (f) History of mergers and name changes to be furnished, additional searches to be made and exceptions to be added.

Upon review of these items we reserve the right to make further requirements.

10. The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
11. Payment, Cancellation and Satisfaction of Record of a Mortgage from James K Lehman to The National Bank of South Carolina as recorded in said RMC/Clerk's Office on March 20, 2006 in Mortgage [Book 1163 at Page 2727](#) and rerecorded in [Book 1182 at Page 1305](#) securing an indebtedness of \$225,000.00, and any other amounts payable under the terms thereof; together with any assignments thereof. (Affects Tracts 1 - 10)
12. If the above Deed of Trust(s) or Mortgage(s) secures an Equity Line/Revolving Line of Credit, then upon payoff of such, proper steps should be taken to ensure that the Company will be provided with a Full Satisfaction of Full Reconveyance for recording after payoff.
13. NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off-record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit. (As to Tract 11)
14. The Company must be provided with a fully executed copy of the Purchase and Sale Agreement and all attachments thereto prior to settlement. If the Agreement has been assigned to a new buyer, then a copy of any such Assignment must also be provided to the Company prior to closing.

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SCHEDULE B, PART I—Requirements
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15. The following names/entities were run for Judgments and Bankruptcy:

Pavilion Land Partnership, L.P., a Tennessee limited partnership
Pavilion Land Partnership II, L.L.C., a Delaware limited liability company
Lincoln Capital Acquisition LLC, a Delaware limited liability company

Any items that may attach to caption premises/property to be insured are listed below.

16. The Company requires proof that all taxes, assessments, municipal liens have been paid in full through the date of closing.

The following is for informational purposes only and is provided without any assurance or guarantee:

Parcel ID #: [R09010-02-10](#) (Tract 1)

Assessment Total: \$63,100.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$729.97

Parcel ID #: [R09010-02-17](#) (Tract 2)

Assessment Total: \$108,600.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$1,253.93

Parcel ID #: [R09010-02-16](#) (Tract 3)

Assessment Total: \$209,000.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$802.81

Parcel ID #: [R09010-02-18](#) (Tract 4)

Assessment Total: \$135,700.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$1,568.60

Parcel ID #: [R09010-02-03](#) (Tract 5)

Assessment Total: \$90,000.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$629.38

Parcel ID #: [R09010-02-12](#) (Tract 6)

Assessment Total: \$23,400.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$246.27

Parcel ID #: [R09010-02-11](#) (Tract 7)

Assessment Total: \$14,400.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$150.50

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ISSUED BY
STEWART TITLE GUARANTY COMPANY
Title No. 55645

SCHEDULE B, PART I—Requirements
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Parcel ID #: [R09010-02-01](#) (Tract 8)

Assessment Total: \$559,400.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$6,517.45

Parcel ID #: [R09010-02-15](#) (Tract 9)

Assessment Total: \$108,300.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$1,254.32

Parcel ID #: [R09010-02-13](#) (Tract 10)

Assessment Total: \$66,000.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$761.76

Parcel ID #: [R09010-02-14](#) (Tract 11)

Assessment Total: \$107,200.00

Taxes for the 2024 tax year were PAID 01/09/2025 in the amount of \$1,495.77

NOTE: Please contact the necessary taxing authorities to obtain the status of current year taxes and prior year(s) taxes, including local municipality and city taxes. If this is a sale, also contact the necessary authorities for water, sewer and municipal lien letters (as well as any other certificates, permits, etc. as required by the locality/municipality) to ascertain any amounts due/payable prior to closing.

17. Payment of all unpaid water rent and sewer service charges which may be due and owing.
NOTE: The policy to be issued does not insure against unpaid water, sewer, electric, gas or waste charges, if any, that have not been levied as taxes against these lands.
18. Disclosure of any unrecorded leases or rights of parties in possession.
19. Gap Indemnity Agreements must be obtained from the seller in a sale transaction and the borrower in a refinance transaction.
20. PLEASE NOTE: Stewart Title will not insure Non-Institutional/ Hard Money/ Private Lender Transactions without Underwriter Approval.

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SCHEDULE B, PART I—Requirements

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21. Affidavit executed by current owner (s) of the land described in Schedule A on a form to be supplied by the Company which shall include, but not be limited to, a certification that (1) there are no parties in possession of the land described in Schedule A, other than the current owners; (2) no bankruptcy proceedings in any federal court, federal tax liens, state tax liens and/or judgments have been or are being filed against the owner; (3) there are no liens for past due taxes of any nature or any unpaid assessments of any kind; (4) there are no financing statements and no outstanding indebtedness for equipment, appliances or other fixtures attached to the land described in Schedule A that would have priority over any new deed of trust contemplated herein; and (5) there are no matters existing which would adversely affect the ability of the owner to mortgage the land described in Schedule A; (6) that there have been no improvements to the insured property within the past year which would give rise to a construction lien and there are no accounts or claims pending and unpaid which could constitute a lien against the insured property; and (7) that the owner has no knowledge of any natural person or legal entity who has or could have a claim or right, interest or lien adverse to the insured.
22. Survey prepared by a registered land surveyor dated no later than 90 days prior to the closing date of subject transaction and certified to the proposed insured (s), Stewart Title Guaranty Company, and all other parties in interest, meeting the minimum standards for the 2021 ALTA/NSPS surveys. The Company reserves the right to make such additional requirements as it may deem necessary.
23. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, any transaction involving Land that is associated with these activities is subject to underwriting review and approval on a case-by-case basis. Submit transaction details to your underwriter for review. The Company reserves the right to make such additional requirements, conditions, and exceptions as it may deem necessary.
24. Over-limits approval for issuance of commitment and policy must be obtained from STG Underwriting Counsel if proposed amount of insurance in Schedule A exceeds issuing agent's authority.
25. Furnish copies of all instruments for review by the Company prior to closing.

NOTE: The Company reserves the right to make additional requirements and/or exceptions upon review of the documents and instructions pertaining to the transaction and upon review of the facts and circumstances giving rise to the transaction including, but not limited to, disclosure of the interested parties including purchasing and lending entities and upon examination of those items or instruments tendered in response to requirements set forth herein, and the Company, upon such examination and review, reserves the right, in its sole discretion, to amend, modify, delete or supplement the terms and provisions set forth in this commitment.

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SCHEDULE B, PART I—Requirements

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26. Seller shall furnish to the Company and Purchaser a properly executed Certificate of Non-Foreign Status of Transferor pursuant to the Foreign Investment in Real Property Act (FIRPTA) certifying that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate as those terms are defined in the Internal Revenue Code Section 1445(b)(2) and Income Tax Regulations.

The Company has no obligation to verify whether Seller is a foreign person and whether withholding by Purchaser is required, nor does the Company have any obligation to withhold any funds, determine said amount or file any return or deposit any funds with the IRS. Purchaser should seek independent legal and/or tax professional advice. The Company cannot provide any legal or tax professional advice.

27. We must be furnished with a copy of SCID 3601 executed pursuant to Section 38-75-960 S. C. Code of Laws 1976, as amended, and an executed Notice of Availability of Title Insurance pursuant to S. C. Insurance Department Regulation R-69-18, Vol. 25A of S. C. Code of Laws 1976, as amended.

28. Receipt of premium and final title opinion from a non-employee, non-agent Stewart approved South Carolina licensed attorney (along with copies of the executed and recorded warranty deed and first three pages and signature pages of the deed of trust, if applicable) to issue a final policy.

29. The Company requires that a title update be ordered at least 24 hours prior to closing of title in this matter.

An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing and should be disposed of prior to closing to the satisfaction of the insurer or its agent.

30. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.

31. Patriot Name Search against the names, **Pavilion Land Partnership, L.P., a Tennessee limited partnership (As to Tracts 1-10) Pavilion Land Partnership II, L.L.C., a Delaware limited liability company (As to Tract 11) and Lincoln Capital Acquisition LLC** disclosed no returns.

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SCHEDULE B, PART II—Exceptions
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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements, or claims of easements, not recorded in the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters, which would be disclosed by an accurate survey, acceptable to this company, or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Taxes or assessments which are not recorded as existing liens in the Public Records.
7. Those taxes and special assessments that become due and payable subsequent to date of policy
8. Any and all unpaid taxes and assessments for the year 2025 and subsequent years, not yet due and payable.
9. Rights of way for stormwater drainage tiles, ditches, feeders and laterals, if any.
10. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
11. Rights of the public and any governmental unit in any part of the land taken, deeded or used for road, street, alley or highway purposes.

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12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Roll back taxes as contemplated under Title 12, Article 3, of the South Carolina Code of Laws of 1976, as amended, provisions section 12-43-220.
14. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The company does not insure the area, square footage, or acreage of the land.
15. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
16. Easement to South Carolina Electric and Gas Company as recorded in [Book D1101 at Page 283](#) in the Richland County Records.

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