CHICAGO TITLE INSURANCE COMPANY

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(n) 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 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.

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 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.

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.

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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CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

By:______________________________
Michael J. Nolan, President

By:______________________________
Marjorie Nemzura, Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Executive Title & Closing, Inc.
Issuing Office: 700 Colonial Road, Suite 230
Memphis, TN 38117
Issuing Office's ALTA® Registry ID: 1081348
Loan ID Number:
Commitment Number: 12529891
Issuing Office File Number: 25-06487T
Property Address: 5561 Shelby Oaks Drive, Memphis, TN 38134
Revision Number:

SCHEDULE A

1. Commitment Date: July 14, 2025 at 08:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy
Proposed Insured: **TBD TBD**
Proposed Amount of Insurance: **$1,000,000.00**
The estate or interest to be insured: **Fee Simple**

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**:**

Freed-Hardeman University

5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

EXECUTIVE TITLE & CLOSING, INC.
700 Colonial Road, Suite 230, Memphis, TN 38117
Telephone: (901) 537-1344

Countersigned by:

____
Billie H. Sullivan, License #2029240
Executive Title & Closing, Inc., License #2047313

CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

By:______________________________
Michael J. Nolan, President

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Warranty Deed from Freed Hardeman University, to A Qualified Lender To Be Determined, conveying the Land described in Schedule A, in the Register's Office of Shelby County, Tennessee.

5. Payment of the full consideration to, or to the account of, the grantors or mortgagors.

6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

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

8. Furnish properly executed Affidavit to be signed by the mortgagor, and the form is subject to such further exceptions or requirements, if any as deemed necessary after examination.

9. Furnish properly executed Affidavit to be signed by seller, and the form is subject to such further exceptions or requirements, if any as deemed necessary after examination.

10. Furnish final survey, and the form is subject to such further exceptions or requirements, if any, as deemed necessary after examination.

11. Furnish executed Notice of Availability and Waiver of Title Insurance pursuant to T.C.A. Section 56-35-133 and as required by Departmental Regulation 30 (now No. 0780-1-12-.10) Department of Insurance and Banking, State of Tennessee and signed by the buyer or mortgagor.

12. Pay the following: City of Memphis taxes for the year 2025, a lien, now due but not yet payable.
    *Note: This property is currently Tax Exempt.

13. Pay Homeowners Association dues or furnish sufficient proof that The Homeowners Association dues are current, if any.

14. Obtain documentation to verify who has authority granted to them by University's governing body (Board of Trustees, Regents, or Governors) that hold legal and fiduciary responsibility for the University. Authority of signor delegated by formal resolution.

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NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

NOTE: This commitment for title insurance does not constitute a report of title and is not to be relied upon by the Insured(s) or any other party as a title report or the representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this form for title insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with the Commitment for Title Insurance.

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. 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 shown by the public records.

3. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.

4. Easements, or claims of easements, not shown by the public record.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. The homestead, or other statutory marital rights, if any, of the spouse of any individual insured.

7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.

8. The rights or claims of parties in possession not shown by the public records.

9. Easements, or claims of easements, not shown by the public records.

10. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

11. 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.

12. Any taxes or assessments not posted on the record of the taxing authority(ies) of which the Land described in Schedule A hereof is subject, including but not limited to: Supplemental, Revised, and/or Corrected Assessments pursuant to T.C.A. Section 67-5-509 and 67-5-603 et seq. dealing with any improvements completed after January 1 and before September 1 of any year; or Back Assessments pursuant to T.C.A. Section 67-1-1001 et. seq.; or taxes based on a change in the classification of the Insured Land (Roll Back Taxes) pursuant to T.C.A. Section 67-5-1001 et seq.

13. Taxes or special assessments which are not shown as existing liens by the public records.

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14. Shelby County taxes for the year 2025, liens, not yet due and payable.

15. Subdivision restrictions, building lines and easements of record in Plat Book 209, Page 55, and Plat Book 206, Page 68, in the Register's Office of Shelby County, Tennessee.

16. Easement(s) of record at Book 1538, Page 349, Book 1579, Page 627, Book 1620, Page 367, Book 1621, Page 17, Book 2541, Page 362, Book 2645, Page 94, Book 4814, Page 178, Book 4812, Page 292, Book 4352, Page 67, Book 4077, Page 458, Book 3936, Page 252, Book 4816, Page 123, Book 4816, Page 362, Book 5483, Page 311, in the aforesaid Register's Office.

17. Deed Restrictions of record at Instrument No. 06097103, 06097104, 06097899, in the aforesaid Register's Office.

18. Assessments levied by The Homeowners Association, Inc., if any.

19. Rights of tenants in possession, as tenants only, under unrecorded leases, if any.

    NOTE: The commitment omits any covenant or 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.

EXHIBIT "A"

The Land referred to herein below is situated in the County of Shelby, State of Tennessee and is described as follows:

Land situated in Shelby County, Tennessee:

Parcel 1, as described in Instrument Number 06097899 in the Register's Office of Shelby County, Tennessee and being more particularly described as follows:

Beginning at a found iron in the southerly line of Shelby Oaks Drive (50' R.0.W.), said point being 986.32 feet eastwardly from the southwesterly line of Summer Avenue (U.S. Hwy 70 (R.0.W. varies), said point being the northeasterly corner of the property herein described: thence proceed South 01 degrees 17 minutes 18 seconds West along the westerly line of the William Thomas Jr. property recorded in Instrument Number 03167839 in the Register's Office of Shelby County, Tennessee a measured distance of 216.94 feet (call - 216.88 feet) to a found iron rod, said point being the southeasterly corner of the property herein described; thence proceed North 89 degrees 02 minutes 11 seconds West along the northerly line of said Thomas property, a called & measured distance of 405.37 feet to a found iron rod, said point being the southwesterly corner of the property herein described; thence proceed North 00 degrees 01 minutes 12 seconds East, along the easterly line of the Youth Villages, Inc. property as recorded in Instrument Number GN 9541 in the Register's Office of Shelby County, Tennessee, a measured distance of 210.07 feet (call - 212+/-) to a found iron rod in said southerly line of Shelby Oaks Drive, said point being the northwesterly corner of the property herein described: thence proceed North 90 degrees 00 minutes 00 seconds East a called and measured distance of 410.12 feet to the Point of Beginning.

Containing 1.998 acres or 87,044 square feet.

Part of this property may lie in a special flood hazard area, per F.I.R.M. Map No. 45157C 0185 E, dated December 2, 1994.

Being the same property conveyed to Freed-Hardeman University by Warranty Deed of record at Instrument No. 10055903, dated 06/01/2010 and recorded 06/02/2010, in the Register's Office of Shelby County, Tennessee.