

ESTOPPEL CERTIFICATE

Fifth Third Bank, National Association
600 Superior Avenue, E
Cleveland, Ohio 44114
Attn: Timothy Pace

RE: Valor Acres Mixed-Use Development- Parcels D-F, G and J – Brecksville, Ohio (the "**Property**")

In order to induce Fifth Third Bank, National Association, as Administrative Agent and Lead Arranger (together with its successors and assigns, ("**Lender**") to make a loan (the "**Loan**") to VA MU Residential, LLC, an Ohio limited liability company ("**Borrower**"), secured by a first mortgage lien on the Borrower's interests in the Property, the undersigned hereby certifies, warrants, represents and agrees, as of the date hereof, as follows with respect to that certain Declaration of Development Guidelines and Restrictions recorded on October 14, 2020 as Instrument #202010140718 (the "**Declaration**").

1. The Declaration in full force and effect.
2. The Declaration has not been modified, supplemented, or amended in any way, except as follows: None.
3. There exists no default under, violation of, or failure to comply with the Declaration, and no event has occurred that with the giving of notice or the lapse of time, or both would constitute a default under, violation of, or failure to comply with the Declaration by any party thereto. The undersigned have neither sent nor received any notice of default under the Declaration which has not been fully cured.
4. The undersigned have no claims of liens against the Property under the Declaration.
5. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and that no other signatures are required or necessary in connection with the execution and validity of this Estoppel Certificate.
6. As of the date hereof, to the undersigned's knowledge, there are no outstanding, delinquent or unpaid assessments or other monetary obligations of any kind or nature against the Property, except: None.
7. This Estoppel Certificate shall have the effect of estopping the undersigned from making any assertions contrary to the contents hereof; and shall serve as a waiver of any claim by the undersigned to the extent that such claim is asserted against any person permitted to rely upon, and who has acted in reliance upon this Estoppel Certificate.

8. This Estoppel Certificate shall inure to the benefit of Lender and shall be binding upon the heirs, personal representative, successors, and assigns of the undersigned.

9. As of the date hereof, the undersigned only owns fee title to the South Future Development Parcel.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Estoppel Certificate to be executed as of the day and year first written below.

Dated: December __, 2024

BRECKSVILLE COMMUNITY IMPROVEMENT CORPORATION

By: _____
Name: _____
Title: _____