



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

National Commercial Services Division

121 W. Trade St., Suite 2175 Charlotte, NC 28202

File No: NCS-NC2-112-CHAR

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 EXTRACTIONAL 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.

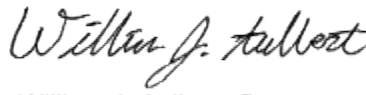
COMMITMENT TO ISSUE POLICY

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


Sally F. Tyler, President


William J. Aulbert, 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.

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

- (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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-NC2-112-CHAR

Transaction Identification Data for reference only:

Issuing Office's ALTA® Registry ID:

Issuing Office: 121 W. Trade St., Suite 2175, Charlotte, NC 28202

Commitment Number:

Loan ID Number:

Property Address: 9630 South Tryon Street, Charlotte, NC 28273-6502

Issuing Office File Number: 9630 South Tryon Street, Charlotte, NC

Revision Number:

SCHEDULE A

1. Commitment Date: May 22, 2026 at 8:00 AM
2. Policy to be Issued:
 - (a) ALTA® Owner's Policy
Proposed Insured:TBD
Proposed Policy Amount: \$1,000.00
 - (b) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
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: Bank of America, National Association
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-NC2-112-CHAR

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 in the Land and/or Mortgage to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes and/or assessments, levied and assessed against the Land, which are due and payable.
5. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
6. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
 - a. Special Warranty Deed from **Bank of America, National Association**, in a form approved by the Company, to **To Be Determined** conveying interest in subject property.
7. The Company must be furnished with the following for review with regard to **Bank of America, National Association**:
 - a. Articles of Incorporation and By-Laws and all amendments thereto.
 - b. Certificate of Good Standing for the state of origin and North Carolina.
 - c. Corporate Resolution authorizing the transaction contemplated in this commitment.
 - d. Certificate of Incumbency.
8. For insurance regarding priority of conveyance by Seller to Proposed Insured Owner over potential liens for labor, service or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of Seller, or priority of Proposed Insured Lender's Deed of Trust (once recorded) over said liens of Seller and/or Construction Borrower, receipt of applicable NCLTA form (or substantially similar form approved by Company counsel prior to closing), completed and executed by all required parties in compliance with the applicable form's instructions regarding same, as follows:

NO RECENT (last 120 days) OR CONTEMPLATED CONSTRUCTION :
NCLTA FORM 1 (Owner Affidavit) from every seller (on sale) or borrower (on refinance) who has not contracted for recent or contemplated improvements on the Land or for a construction loan.

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NOTE: If a contract purchaser has contracted for or is contemplating improvements, see "CONSTRUCTION CONTEMPLATED OR IN PROCESS" below.

RECENTLY COMPLETED IMPROVEMENTS:

Non-MLA project: NCLTA FORM 2 (Owner/Contractor Affidavit, Lien Waiver, and Indemnity) from every Owner and every Contractor.

MLA project:

(1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first),

a. A Lien Agent was designated on the LiensNC.com website, AND

b. The Appointment of Lien Agent was posted at the Land.

(2) **NCLTA FORM 5** (Owner Affidavit) from every Owner; AND

(3) **NCLTA FORM 6** (MLA Lien Waiver) from every PLC-MLA.

CONSTRUCTION CONTEMPLATED OR IN PROCESS:

Non-MLA project: NCLTA FORM 3 (Owner/Contractor Affidavit, Indemnity and Lien Subordination) (for lender coverage only) from every Owner and every Contractor.

MLA project:

(1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first):

a. A Lien Agent was designated on the LiensNC.com website, AND

b. The Appointment of Lien Agent was posted at the Land;

(2) **NCLTA FORM 5** (Owner Affidavit) from every Owner; AND;

(3) **NCLTA FORM 6** (MLA Lien Waiver) or **NCLTA FORM 7** (MLA Subordination of Liens) from every PLC-MLA.

NOTE: If a contract purchaser has contracted for or is contemplating improvements prior to closing, see "NO RECENT IMPROVEMENTS" above regarding seller lien affidavits as well.

MLA Project -MLA NOT Appointed Prior to Contracting for Labor Services or Materials

In all cases in which an MLA was required but not (timely) appointed, prior approval and terms of coverage (if any) by Company underwriting counsel is required.

Applicable Definitions

"Non-MLA Projects": Improvements are (1) first contracted before April 1, 2013, (2) for a value less than \$30,000 OR (3) solely for improvements to owner's existing residence. All other projects (other than public projects) are MLA projects.

"Owner" is holder of any interest in the Land, including leasehold owner or contract purchaser.

"Potential Lien Claimant" (or "PLC - MLA") is any person (or entity) entitled to file a claim of lien on real property (herein "Liens"), for providing labor, services, (including design professionals such as surveyors, architects, engineers and landscape engineers), materials or rental equipment provided for improvements to the Land (herein "Improvements"), pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes AND who either has filed a Notice to Lien Agent, OR was identified in the original Appointment, OR is a Design Professional OR is a PLC whose first furnishing was within 15 days prior to closing OR (for waivers) delivered a claim of lien upon funds on the Owner.

"Contractor" Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon OR who has delivered a claim of lien upon funds to the Owner.

The Company may require additional documentation review for construction loans or where construction has recently been completed. In these situations, please notify the Company as quickly as possible for additional requirements.

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NOTE: Lien Agent Entry File Nos. 2028982, 2028983 and all related filings indicate current or recent activity on the property. Please advise as this will determine which NCLTA Lien Waiver to obtain at closing.

9. If funds are to be disbursed prior to recordation of the required instruments the Company must be provided with a satisfactory Gap Indemnity to be executed by the seller/borrower at closing.
10. Receipt of satisfactory Broker's Lien Waiver, if applicable.
11. Company to be provided with a list of endorsements, if any, to be issued in conjunction with this policy.
12. Company to be provided with the necessary information and/or documentation to complete requested endorsements, if any.
13. Based upon information developed or received in satisfaction of the above, the Company reserves the right to impose additional Exceptions or to set new requirements.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-NC2-112-CHAR

SCHEDULE B, PART II

Exceptions

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:

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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any mineral or mineral rights leased, granted or retained by current or prior owners.
5. Taxes for the year 2026, a lien not yet due and payable, and all subsequent years.
6. Easements and any other facts as shown on plat recorded in Map Book 26, Page 552, Mecklenburg County Registry.
7. 40' Ingress/Egress Easement referred to in North Carolina General Warranty Deed recorded in Book 8105, Page 642, Mecklenburg County Registry.
8. Fee Simple Deed, Permanent Drainage Easement, and Temporary Construction Easement to The Department of Transportation, an agency of the State of North Carolina, recorded in Book 10248, Page 896, Mecklenburg County Registry.
9. Easement(s) to Southern Public Utilities Company, its successors and assigns recorded in Book 759, Pages 63, 64, 65, and 66; and Book 802, Page 409, Mecklenburg County Registry.
10. Easement to Duke Power Company, its successors and assigns recorded in Book 938, Page 294, Mecklenburg County Registry.
11. General Permit to Southern Bell Telephone and Telegraph Company, (Incorporated) recorded in Book 1082, Page 358, Mecklenburg County Registry.

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12. Terms and Conditions of North Carolina General Warranty Deed recorded in Book 5148, Page 446, Mecklenburg County Registry.
13. Nonexclusive Roadway Easement Construction and Maintenance Agreement by and between Yons' Properties, a North Carolina general partnership, a/k/a Yons Properties and Nationsbank, National Association (Carolinas), recorded in Book 8105, Page 647, Mecklenburg County Registry.
14. Rights of parties in possession as tenants only, under unrecorded leases(s) or rental agreement(s).
15. Encroachments, overlaps, boundary line disputes, deficiency in amount of area, rights, easements, ditches, cartways, setbacks, rights of parties in possession, interests or claims which would be revealed by a current and accurate survey and inspection of the Land.
16. Riparian rights are not insured.
17. Any inaccuracy in the area, square footage or acreage of the Land to be insured hereunder.
18. Title to and easements in, any portion of the Land lying within any highways, roads, streets or other ways.
19. Any lien, or right to a lien for services, labor or material or rental equipment heretofore or hereafter furnished, imposed by law and not shown on the Public Records.
20. Temporary Construction and Access Easement Agreement by John Price Tract I, LLC, BIN - JP Road, LL and Bank of America, National Association recorded in Book 33365, Page 75, Mecklenburg County Registry.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-NC2-112-CHAR

File No.: NCS-NC2-112-CHAR

The Land referred to herein below is situated in the County of Mecklenburg, State of North Carolina, and is described as follows:

LOCATED IN MECKLENBURG COUNTY, NC. BEING ALL OF LOT 1 SHOWN ON A PLAT ENTITLED "FINAL PLAT OF YONS' PROPERTIES – MAP 1 STEELE CREEK TOWNSHIP, MECKLENBURG COUNTY, NC," PREPARED BY CIVILTEK ASSOCIATES ON DECEMBER 13, 1994, APPROVED ON JANUARY 18, 1995, AND RECORDED AT MAP BOOK 26, PAGE 552, IN THE OFFICE OF THE REGISTER OF DEEDS FOR MECKLENBURG COUNTY, NC, AND CONSISTING OF 1.788 ACRES, TOGETHER WITH A 40 FOOT INGRESS/EGRESS EASEMENT OVER THE ADJOINING YONS' PROPERTIES TRACT AS DEPICTED THEREON.

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