



Invoice

Remit payment to:

Investors Title Insurance Company
367 Dellwood Road, Building B, Suite 2
Waynesville, NC 28786

Billed to:

Gilbert Russell Key II
Gilbert R Key II PLLC
PO Box 178
Franklin, NC 28744-0178

Attorney:

Gilbert Russell Key II
Gilbert R Key II PLLC
PO Box 178
Franklin, NC 28744-0178

Lender and Loan Number:

Settlement Provider/Attorney File No.: Slagle Property, Love Cove 2

Invoice number: 202310453WA

Invoice date: August 9, 2023

Our file number: 202310453WA

Borrower(s):

TBD

Property:

218 acres m/l off US 64 West on Love Cove Road
Franklin, NC 28734
Macon County

Brief legal: 218.42 acres, Plat

Book ____, Page
____, Macon County,
NC

DESCRIPTION

AMOUNT

Owner Charges

Owner's Policy (Coverage \$1,028,000.00)

1,727.12

Commitment Fee

15.00

Owner's Sub-Total

\$1,742.12

Total Charges	\$ 1,742.12
Balance due:	\$ 1,742.12

Thank you for your business!

Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687
919.968.2200 | invtitle.com

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

Issuing Office: Investors Title Insurance Company
Commitment No.: 202310453WA/Pro-Forma/RC
Issuing Office File No.: 202310453WA/Pro-Forma/RC
Settlement Provider / Attorney File No.: Slagle Property, Love Cove 23-0041
Property Address: 218 acres m/l off US 64 West on Love Cove Road, Franklin, NC 28734
Revision No.: 02

REVISED COMMITMENT DATED AUGUST 9, 2023 NO. 02

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.

SCHEDULE A

1. Commitment Date: July 24, 2023 at 02:00 PM
2. Policy to be issued:
 - a. ALTA 2021 Owner's Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$1,028,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple

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SCHEDULE A

(Continued)

4. The Title is, at the Commitment Date, vested in:

Christine E. Slagle, Co-Trustee and R.S. Jones, Jr., Co-Trustee

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SCHEDULE A

(Continued)

5. The Land is described as follows:

FIFTH PARCEL:

BEGINNING at an iron pipe set on top of the ridge, the same being a corner located in the south line of the lands of Charles Nolen (Parcel No. 08-45890) and is a corner common to the lands hereby conveyed and the lands of Garrett Davis (Parcel No. 08-29127, Macon County Records); runs thence with a series of lines common to the lands of Garrett Davis and the top of the ridge, the following courses and distances: South 24 degrees 23 minutes 30 seconds East 111.82 feet to an existing iron pipe; South 34 degrees 4 7 minutes East 150.07 feet to a 15-inch chestnut oak; South 25 degrees 49 minutes 78.60 feet to an iron pipe; thence leaving the ridge top but continuing with the Davis line, South 37 degrees 31 minutes 40 seconds West 60.81 feet to an iron pipe and South 56 degrees 58 minutes West 132.66 feet to an iron pipe set in the center of an existing soil road; thence continuing with the Davis line and running with the center of said soil road, the following courses and distances: (each corner being marked with an existing or set iron rod); South 11 degrees 48 minutes West 87.04 feet; South 60 degrees 57 minutes East 104.45 feet; South 04 degrees 39 minutes 40 seconds East 184.93 feet; South 51 degrees 19 minutes East 73.16 feet; South 06 degrees 33 minutes 15 seconds West 78.61 feet; South 17 degrees 14 minutes East 74.97 feet; South 36 degrees 27 minutes 40 seconds West 41.66 feet; South 73 degrees 18 minutes 40 seconds West 107.74 feet; South 03 degrees 47 minutes 50 seconds East 123.21 feet; North 86 degrees 40 minutes 50 seconds West 110. 91 feet; South 80 degrees 11 minutes West 120.56 feet; South 29 degrees 15 minutes 35 seconds West 76.01 feet; South 84 degrees 38 minutes 20 seconds West 44.68 feet; North 82 degrees 25 minutes West 76.12 feet; South 43 degrees 23 minutes 30 seconds West 94.07 feet; South 83 degrees 09 minutes 45 seconds West 61.70 feet and South 64 degrees 37 minutes 35 seconds West 63.72 feet to an existing iron rod, the beginning corner of the lands described in the deed recorded in Book X-7 at page 278, Macon County Public Records; thence leaving said road runs South 50 degrees 50 minutes 20 seconds East 194.34 feet to a new iron rod and South 60 degrees 57 minutes 20 seconds East 240.41 feet to a new iron rod set on top of the ridge; thence running along and with the meanders of the top of said ridge, and with various adjoining land owners, each call being to an iron rod set, the following courses and distances: North 34 degrees 52 minutes 50 seconds East 115.91 feet; North 65 degrees 46 minutes 15 seconds East 81.22 feet; North 60 degrees 02 minutes 45 seconds East 78.94 feet; North 89 degrees 01 minute 35 seconds East 104.06 feet; North 76 degrees 30 minutes 25 seconds East 98.31 feet; North 62 degrees 28 minutes 30 seconds East 163.87 feet; North 34 degrees 19 minutes 40 seconds East 228.07 feet; North 49 degrees 55 minutes 10 seconds East 122.84 feet; North 76 degrees 21 minutes 20 seconds East 188.13 feet; North 34 degrees 11 minutes 20 seconds East 126.70 feet; North 71 degrees 55 minutes 20 seconds East 161.26 feet; North 87 degrees 40 minutes 35 seconds East 166.58 feet; North 71 degrees 37 minutes East 107.04 feet, (a 10-inch spanish oak marked); North 55 degrees 36 minutes 30 seconds East 179.31 feet; North 73 degrees 07 minutes 45 seconds East 84.07 feet; North 83 degrees 58 minutes 10 seconds East 122.85 feet; North 62 degrees 39 minutes East 98.43 feet; South 88

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SCHEDULE A

(Continued)

degrees 38 minutes 25 seconds East 178.96 feet; South 74 degrees 13 minutes 10 seconds East 81.60 feet; North 80 degrees 58 minutes East 154.78 feet; North 81 degrees 46 minutes 50 second East 140.27 feet; North 69 degrees 37 minutes 30 seconds East 176.48 feet; North 77 degrees 42 minutes 20 seconds East 103.82 feet (a nail set in the root of a tree); North 68 degrees 34 minutes 30 seconds East 118.93 feet; North 86 degrees 51 minutes 20 seconds East 205.14 feet; North 88 degrees 32 minutes 20 seconds East 116. 79 feet; South 79 degrees 19 minutes 30 seconds East 55.07 feet (Corner 12, Tract I of the lands described in the deed recorded in Book X-6 at page 626); South 84 degrees 06 minutes 05 seconds East 144.52 feet; North 83 degrees 11 minutes 30 seconds East 135.62 feet; North 49 degrees 52 minutes 20 seconds East 66.16 feet; North 18 degrees 42 minutes East 149.55 feet; North 35 degrees 02 minutes 50 seconds East 111.96 feet; North 67 degrees 09 minutes 25 seconds East 88.43 feet; North 80 degrees 05 minutes 50 seconds East 95.71 feet; North 71 degrees 52 minutes 45 seconds East 98.41 feet; North 67 degrees 59 minutes 40 seconds East 92.28 feet; North 63 degrees 17 minutes 15 seconds East 303.24 feet; North 79 degrees 35 minutes 40 seconds East 122.71 feet; North 87 degrees 23 minutes 50 seconds East 90.82 feet; North 69 degrees 11 minutes 20 seconds East 78.62 feet; South 88 degrees 40 minutes 25 seconds East 69.74 feet; South 74 degrees 24 minutes 40 seconds East 126.97 feet; South 74 degrees 16 minutes 15 seconds East 86.50 feet; North 89 degrees 08 minutes 05 seconds East 241.67 feet; North 67 degrees 08 minutes 15 seconds East 132.20 feet to U.S. Government Monument "Dobson" on top of the mountain at the intersection of a ridge entering from the South; thence continuing with the top of the mountain and with a line common to Elmo Rogers (Agreed) the following courses and distances (a new iron rod set at the end of each course); North 33 degrees 50 minutes East 75. 53 feet; North 08 degrees 30 minutes East 83.84 feet; North 06 degrees 18 minutes 30 seconds West 101.33 feet; North 20 degrees 58 minutes East 132.40 feet; North 21 degrees 48 minutes West 90.14 feet; North 04 degrees 02 minutes West 171.49 feet; North 04 degrees 09 minutes East 92.90 feet; North 12 degrees 56 minutes West 75.71 feet; North 31 degrees 47 minutes West 88.03 feet; North 08 degrees 31 minutes West 70.15 feet; North 22 degrees 57 minutes East 88.86 feet; North 20 degrees 12 minutes West 68.29 feet; North 26 degrees 23 minutes West 91.66 feet and North 02 degrees 11 minutes East 46.11 feet to a new iron rod which is the Beginning corner of the lands described in the deed recorded in Book D-5 at page 463, Macon County Public Records (a ridge intersects from the north); thence continuing with the top of the ridge leading to the west, and with a series of lines common to the lands now or formerly of Bob Parker and the lands of Bob Massung (now or formerly) the following courses and distances(, at the end of each course, an iron rod is set unless otherwise noted) North 80 degrees 42 minutes 20 seconds West 156.19 feet to a nail set in the root of a tree; North 76 degrees 15 minutes West 1 61.89 feet; North 66 degrees 36 minutes 50 seconds West 92.92 feet; North 35 degrees 37 minutes 40 seconds West 121.37 feet; North 58 degrees 24 minutes 15 seconds West 178.18 feet; North 89 degrees 10 minutes 50 seconds West 251.88 feet; North 78 degrees 50 minutes 10 seconds West 129.98 feet; North 63 degrees 39 minutes West 119.18 feet; North 50 degrees 33 minutes 10 seconds West 144.70 feet; North 80 degrees 34 minutes 45 seconds West 142.08 feet; South 86 degrees 48 minutes 40 seconds West 112.99 feet; South 80 degrees 35 minutes 40 seconds West 158.03 feet; South 87 degrees 40 minutes 25 seconds West 81.94 feet;

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SCHEDULE A

(Continued)

North 66 degrees 43 minutes 30 seconds West 104.62 feet; South 88 degrees 22 minutes 40 seconds West 98.26 feet; South 78 degrees 13 minutes 45 seconds West 150.10 feet; North 65 degrees 57 minutes West 242.58 feet; North 66 degrees 12 minutes 50 seconds West 104.64 feet; North 74 degrees 36 minutes 35 seconds West 51.40 feet; South 81 degrees 47 minutes 50 seconds West 94.02 feet; South 72 degrees 47 minutes 40 seconds West 92.09 feet; South 63 degrees 00 minutes 35 seconds West 189.78 feet; South 58 degrees 52 minutes 30 seconds West 82.56 feet; South 56 degrees 56 minutes 10 seconds West 147.49 feet; North 61 degrees 03 minutes 45 seconds West 130.36 feet; North 54 degrees 15 minutes 45 seconds West 172.66 feet and North 73 degrees 53 minutes 40 seconds West 91.78 feet to a point in the center of a roadway along the top of the ridge, the same being Corner 10 of the lands conveyed by the deed recorded in Book P-11 at page 228 and being a corner common to the lands now or formerly of Joel Carter; thence along and with the centerline of a 60-foot wide joint road and utility right of way easement and the lands of Joel Carter, the following courses and distances: South 20 degrees 31 minutes 30 seconds West 157.21 feet; South 02 degrees 48 minutes West 66.28 feet; South 19 degrees 57 seconds West 66.60 feet; South 05 degrees 26 minutes West 83.10 feet; South 32 degrees 00 minutes West 96.86 feet; North 84 degrees 04 minutes West 172.50 feet; South 89 degrees 04 minutes West 202.84 feet and South 14 degrees 55 minutes 20 seconds West passing a new iron rod set in the center of said road at 130.43 feet, whole distance 158.56 feet to a point in the center of a soil road extending to the northwest where the same intersects with said 60-foot wide easement; thence North 87 degrees 58 minutes West 36.16 feet to a new iron pipe set in the margin of said soil road and the easement, the same being Corner 3 of Section 42 and Corner 10 of the lands described in the deed recorded in Book R-6 at page 614, Macon County Records, a corner common to the lands of Frances Willhide (now or formerly); thence leaving said easement and running with the line of the Willhide property South 23 degrees 37 minutes 45 seconds West 672.55 feet to an iron pipe and thence continuing South 23 degrees 37 minutes 45 seconds West with the lands of Charles Nolen (now or formerly) 676.29 feet to an iron rod set; thence South 88 degrees 42 minutes 00 seconds West 545.67 feet to the point of BEGINNING, (being an iron set on top of the ridge); containing 218.42 acres be the same more or less as shown by the survey and plat hereinabove referenced and being identified as all or portions of the lands described in and conveyed by the following Deed references: "Book D at page 412; Book KK at page 536; Book KK-at page 537; Book PP at page 477; Book MM at page 533; Book Y-3 at page 453; Book TT at page 365; Book R-6 at page 614; Book X-7 at page 278; Book NN at page 195, Book L-4 at page 7; BookM-4 at page 221; Book C-4 at page 334; Book D-8 at page 231; Book D-5 at page 463; Book K-5 at page 304, to which deeds as so recorded reference is hereby made for a determination of the boundary line survey hereinabove set forth, whether being a portion of the lands hereby conveyed or being adjoining to the lands hereby conveyed.

There is further conveyed hereby the right to use in common with all other parties who now have or may hereafter acquire the right to use the same, the 2 existing soil roads which adjoin the lands above described, along the southwest boundary thereof and the northwest boundary thereof together with their extensions as

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SCHEDULE A

(Continued)

presently constructed to the point of intersection with the public road.

Issued through the Office of:
Investors Title Insurance Company
367 Dellwood Road, Building B, Suite 2
Waynesville, NC 28786
Tel. (828)452-3868 Fax (828)452-3871
Email waynesville@invtitle.com



Authorized Countersignature

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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.
5. Duly authorized and executed deed from Christine E. Slagle, Co-Trustee and R.S. Jones, Jr., Co-Trustee, vesting fee simple title in TBD.
6. For insurance regarding priority of conveyance by seller to proposed insured owner over potential liens for labor, services or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of seller, or priority of proposed insured lender's mortgage (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, to wit:
 - 1) NCLTA Form 1, if no recent construction or addition of improvements on Land, no executory contracts for improvements on Land and no construction loan by signing owner or borrower is contemplated; or
 - 2) NCLTA Form 2, if construction on the Land was recently completed, but no mechanics lien agent is required to be appointed pursuant to NC law; or
 - 3) NCLTA Form 3, if construction is in process or immediately contemplated (for loan, including construction financing), but no mechanics lien agent is required to be appointed pursuant to NC law; or
 - 4) NCLTA Form 5, Owner Affidavit and Indemnity Agreement when construction has been completed, is contemplated or currently underway and a mechanics lien agent has been properly appointed pursuant to NC law; and

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(a) for insurance regarding priority of conveyance by seller to insured owner and priority of insured lender's mortgage over potential liens, NCLTA Form 6 for waiver and release of lien rights, executed by potential lien claimants with direct lien rights having filed a notice to lien agent or identified in paragraph 1.B of NCLTA Form 5; or

(b) for insurance regarding only the priority of insured lender's mortgage over potential liens NCLTA Form 7 subordination of lien rights, executed by potential lien claimants with direct lien rights having filed a notice to lien agent or identified in paragraph 1.B. of NCLTA Form 5.

7. If a mechanics' lien agent has been properly appointed pursuant to NC Law, a search for filed Notices to Lien Agent must be updated 1 business day prior to recording of the mortgage to be insured.
8. Provide the attached ITC Privacy Statement to the Borrower/Buyer at the time of closing.
9. Receipt of Attorney's Final Certificate, along with all additional required documents, in order to issue a final policy or policies.
10. Receipt of certification by the attorney as to the existence of the trust, identity of the trustee and trustee's authority to enter the transaction contemplated and execute all related documents, including deeds, or mortgages.
11. Payment of taxes for the year(s) 2023, plus any penalties and interest which may accrue.
12. Attorney to provide plat recording information with final.

NOTE: If you are buying both an owner's policy and a loan policy, the title insurance premiums disclosed on the Loan Estimate and the Closing Disclosure are different from the title premium disclosure requirements of the North Carolina Department of Insurance. Rates filed with The North Carolina Department of Insurance require the Insured be charged a single undivided premium. Federal law requires the premium for an Owner's policy and a Loan Policy to be disclosed as separate premiums. However, the total amount actually collected and charged is the same.

NOTE: If this transaction meets the following criteria, the proposed insured may qualify for a reduced premium:

(a) Refinance transactions: Title Insurance has been issued on the same property and the same owner

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within the last 15 years.

(b) Purchase/sale transactions: Title Insurance has been issued on the same property within the last 15 years.

If your transaction meets either of these criteria, please contact your local issuing office.

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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. Taxes for the year 2024, and subsequent years, not yet due and payable.
3. Restrictions appearing of record in Book ____, Page ____, but this policy insures that a violation thereof will not cause a forfeiture or reversion of Title. (To Be Recorded)
4. Matters shown on recorded Plat Book ____ at Page ____.
5. Road Maintenance Agreement recorded in Book ____ at Page _____. (To Be Recorded)
6. Right of Way as recorded in Book D-8 at Page 231 and 232.
7. Right of Way as recorded in Book M-24 at Page 934.
8. Lease to Ratliff Towers, LLC as recorded in Book M-31 at Page 1865.
9. The Land is subject to a Boundary Line Agreement recorded in Book V-16 at Page 405.

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10. Rights of others for ingress and egress purposes in and to the use of existing roadways and existing access roads located on the Land.
11. Title to that portion of the Land within the right-of-way of existing soil road, a 60 foot wide joint road, and another soil road.
12. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. Paragraph 2 (c) of the Covered Risks is hereby deleted.

NO INSURED CLOSING PROTECTION COVERAGE PROVIDED - As to the transaction for which this binder and/or policy is issued, the Company specifically excludes this transaction from any closing protection services.

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121 North Columbia Street (27514)
 P.O. Drawer 2687
 Chapel Hill, North Carolina
 27515-2687

919.968.2200, 800.326.4842
 Fax: 919.968.2227
 Email: corporate@invtitle.com
 www.invtitle.com

Rev.
 9/2011

INVESTORS TITLE COMPANY PRIVACY STATEMENT

FACTS	WHAT DOES INVESTORS TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
-------------	--

What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number and transaction history purchase history and mortgage rates and payments checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Investors Title Company chooses to share; and whether you can limit this sharing.
-------------	--

Reasons we can share your personal information	Does Investors Title Company share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-326-4842 or go to www.invtitle.com
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Who we are	
Who is providing this notice?	Investors Title Company, Investors Title Insurance Company, National Investors Title Insurance Company, Investors Trust Company*

What we do	
How does Investors Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We will continue to enhance our physical, electronic and procedural safeguards as new technologies become available.
How does Investors Title Company collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • open an account or apply for insurance • file a claim or provide your mortgage information • show your government issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Investors Title name; financial companies such as Investors Title Insurance Company; and nonfinancial companies such as Investors Title Management Services, Inc.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Investors Title Company does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Investors Title Company does not jointly market.</i>

Other Important Information
*This notice also applies to Investors Title Exchange Corporation, Investors Title Accommodation Corporation, Investors Title Management Services, Inc., and Investors Title Capital Management Company. Investors Title Company may disclose information to Nonaffiliates as permitted by law.

Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687
(919) 968-2200 • www.invtitle.com

ALTA COMMITMENT FOR TITLE INSURANCE

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, Investors Title Insurance Company, a North Carolina 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Investors 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. "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.

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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.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - 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.
 - 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.
 - 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.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - 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

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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>.


President


Secretary

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