

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

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 Florida 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

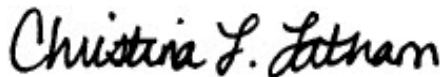
Chicago Title Insurance Company

By:



President

Countersigned By:



Christina L. Latham
Authorized Officer or Agent

Attest:



Secretary

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Transaction Identification Data for reference only:

Issuing Office: Chicago Title Company, LLC, 200 South Tryon Street, Suite 800, Charlotte, NC 28202
Phone: (704)375-0700
Fax: (704)332-7509

Commitment Number: 20-01900CH

Additional Reference: 5990006.38 BCK/dbc

SCHEDULE A

1. Commitment Date: January 17, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy with South Carolina modifications (06-17-06)
Proposed Insured: TBD, LLC, a North Carolina limited liability company
Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy with South Carolina modifications (06-17-06)
Proposed Insured: TBD, LLC, a North Carolina limited liability company, and/or its successors and assigns, as their interests may appear
Proposed Policy Amount: \$10,000.00

The Proposed Policy Amounts for the Owner's Policy and Loan Policy are preliminary amounts. See Schedule B, Part I for a related Requirement.
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. Title to the Fee Simple estate or interest in Land is at the Commitment Date vested in:
Pulte Home Corporation nka Pulte Home Company, LLC, a Michigan limited liability company

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5. The Land is described as follows:

Lying and being situate in Lancaster County, South Carolina, and being more particularly described as follows:

Tract I:

BEGINNING AT A STONE FOUND, SAID STONE BEING THE COMMON CORNER OF PROPERTY OF JAMES H MERRITT DEED BOOK E006 PAGE 6021, WILLIAM GERALD COOK, et al TRUST DEED BOOK 330 PAGE 16, AND J W HOMES, LLC DEED BOOK 699 PAGE 254 ALL RECORDED AT THE LANCASTER COUNTY PUBLIC REGISTRY, THENCE FROM SAID POINT OF BEGINNING WITH AND ALONG THE EASTERLY LINE OF THE AFORESAID MERRITT TRACT RUNNING N30-02-34E 216.96 FEET TO A #4 REBAR SET ON THE WESTERLY MARGIN OF THE 66 FOOT RIGHT OF WAY OF POSSUM HOLLOW ROAD; THENCE ALONG THE RIGHT OF WAY OF POSSUM HOLLOW ROAD THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) S13-37-18W 44.86 FEET TO A #4 REBAR SET; 2) S14-28-38W 38.81 FEET TO A #4 REBAR SET; 3) S14-34-12W 47.93 FEET TO A #4 REBAR SET; 4) S14-23-25W 48.13 FEET TO A #4 REBAR SET; 5) S15-08-20W 28.30 FEET TO A #4 REBAR SET; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH AND ALONG THE NORTHERN PROPERTY LINE OF WILLIAM GERALD COOK, et al TRUST N76-29-51W 58.57 FEET TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 6,170.93 SQUARE FEET (0.14 ACRES).

Tract II:

BEGINNING AT A #4 REBAR SET, SAID REBAR BEING LOCATED ON THE NORTHERLY MARGIN OF THE 66 FOOT RIGHT OF WAY OF POSSUM HOLLOW ROAD AND ALSO BEING THE SOUTHERN MOST COMMON CORNER BETWEEN JERRY D. AND NANCY St. CLAIR (DEED BOOK X005, PAGE 44) AND JW HOMES, LLC (DEED BOOK 699 PAGE 254); THENCE FROM SAID POINT OF BEGINNING WITH AND ALONG THE PROPERTY LINE OF JERRY D. AND NANCY St. CLAIR N. 30-01-56 E. 303.90 FEET TO A #4 REBAR SET; THENCE S. 86-50-25 E. 61.87 FEET TO A #4 REBAR SET; THENCE N. 88-54-49 E. 50.17 FEET TO A #4 REBAR SET; THENCE N. 82-15-03 E. 19.94 FEET TO A #4 REBAR SET ON THE NORTHERN MARGIN OF THE 66 FOOT RIGHT OF WAY OF POSSUM HOLLOW ROAD; THENCE WITH AND ALONG SAID RIGHT OF WAY OF POSSUM HOLLOW ROAD THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) S. 52-11-48 W. 92.59 FEET TO A #4 REBAR SET; 2) S. 51-43-25 W. 50.71 FEET TO A #4 REBAR SET; 3) S. 49-32-22 W. 49.06 FEET TO A #4 REBAR SET; 4) S. 48-34-25 W. 49.89 FEET TO A #4 REBAR SET; 5) S. 44-29-11 W. 45.96 FEET TO A #4 REBAR SET; 6) S. 42-20-58 W. 51.23 FEET TO A #4 REBAR SET; 7) S. 38-30-35 W. 49.34 FEET TO THE POINT AND PLACE OF BEGINNING.

END OF SCHEDULE A

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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 the authorized manager(s) of Pulte Home Corporation nka Pulte Home Company, LLC, a Michigan limited liability company to TBD, LLC, a North Carolina limited liability company.
 - b. Mortgage from TBD, LLC to TBD, LLC, a North Carolina limited liability company securing the Proposed Policy Amount of the Loan Policy.
5. Cancellation, release, termination, discharge, or satisfaction of record of the following: (In the event the lien to be cancelled or satisfied secures a line of credit, such as a home equity line, or future advance loan; attorney to verify delivery of borrower's request to lender to freeze/close the account and release/cancel the mortgage.)
 - a. [INTENTIONALLY DELETED]
 - b. [INTENTIONALLY DELETED]
 - c. [INTENTIONALLY DELETED]
6. Payment of all taxes (including deferred/rollback taxes) and assessments (pending or confirmed) which are or may become a lien on the Land and are due OR payable at time of recording of the instrument creating the interest to be insured. **2019 taxes, plus penalties and interest, are to be paid at closing.**
7. Payment of any owners' association dues, charges, or assessments claimed or due and payable at time of recording of the instrument creating the interest to be insured, whether or not a claim of lien has been filed, if same are or may become a lien superior to the interest to be insured.
8. Satisfactory evidence should be had that improvements and/or repairs or alteration thereto are completed; and that contractors, subcontractors, laborers, and materialmen are all paid.
 - (i) Seller/Mortgagor Affidavit (CTIC Form 3049) must be completely executed and returned to Company.
9. Disclosures required by the South Carolina Department of Insurance are to be made in writing on CTIC Form 2781 and a copy thereof returned to Company.

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10. If the transaction involves the purchase of property at foreclosure, the purchase of real estate owned (REO) by a lender/servicer, or the subsequent resale or mortgage of property where the grantor or mortgagor was a purchaser of REO property; verification that the defaulted borrower in the foreclosure proceeding, or anyone claiming by, through or under him, is not occupying or in possession of the foreclosed property.
11. If this transaction involves a sale by a business and (a) the sale does not involve the majority of the assets of the business, an affidavit from the seller to this effect must be provided to Company; or (b) the sale involves the majority of the assets of the business, a Certificate of Tax Compliance from the Department of Revenue dated within 30 days of the date of the closing must be provided to Company.
12. Certification that the tax office has corrected and made current the ownership information for the Land.
13. Company must be provided with the name(s) of the actual Proposed Insured(s) for the transaction to be insured (i.e., not "TBD, LLC,") in writing prior to closing and this Commitment revised to reflect that information. TBD, LLC, will NOT take title, represent or become agent for any party on any matter, handle any funding, or become the Insured. The Company shall not be liable under this Commitment until it receives a designation of the Proposed Insured(s) acceptable to Company; and after designation of the Proposed Insured(s) and as provided in Commitment Condition 4, Company may amend this Commitment to add, among other things, additional Requirements or Exceptions.
14. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price of the Land. A Loan Policy should reflect the loan amount. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
15. With regard to Complaint Case Numbers 2019CP2901675, 2019CP2900574 and 2019CP2901141, verification that at the time of closing no judgment has been entered, no lis pendens regarding the Land to be insured has been filed, and the action does not involve matters affecting the Land to be insured.

END OF SCHEDULE B, PART I

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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. Taxes or assessments for the year 2020, and subsequent years, not yet due or payable.
3. Any discrepancy, conflict, matters regarding access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean highwater mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.
4. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book Z-7, page 77; Book Z-7, page 80; Book 245, page 318; Book 942, page 25; Book 271, page 190; Book 314, page 238; Book 336, page 116; Book 361, page 254; Book 414, page 169; Book 420, page 317; Book 459, page 259; Book 621, page 76; Book 626, page 257; Book 656, page 264; Book 474, page 54; Book 486, page 304; Book 691, page 162; Book 764, page 314; Book 833, page 182; Book 924, page 125; Book 314, page 235, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Map Book 2012, page 34; Map Book 2011, page 141; Map Book 2011, page 142.
6. Easement(s) recorded in Book 329, page 1. Assignment of Easement Agreement recorded in Book 379, page 189.
7. General Permit granted to Fort Mill Telephone Company recorded in Book B-6, page 4272.
8. [INTENTIONALLY DELETED]
9. Easement(s) to Fort Mill Telephone Company recorded in Book 621, page 267.

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10. Development Agreement by John Wieland Homes and Neighborhoods of the Carolinas, Inc. and Lancaster County recorded in Book 371, page 105.
11. Affidavit of conversion recorded in Book 1023, page 252.
12. The correctness of the square footage/acreage computation contained in the description of the Land is not insured.
13. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.

END OF SCHEDULE B, PART II

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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.

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.

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- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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