



First American

First American Title Insurance Company

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016

or

The office which issued this Commitment

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AGREEMENT TO ISSUE POLICY

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SCHEDULE B-I -- REQUIREMENTS

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TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

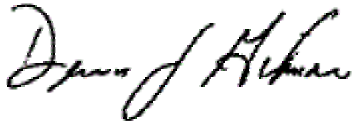
The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

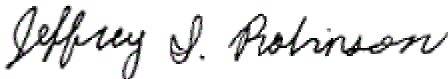
The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

SCHEDULE A

1. Commitment Date: March 19, 2018 at 8:00 a.m.
2. Policy (or Policies) to be issued:
 - a. ALTA Owners Policy (06-17-06) \$0.00

Proposed Insured:
TBD
 - b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:
3. The Estate or Interest in the land described or referred to in the Commitment is:

Fee Simple
4. [Title to the estate or interest in the land is at the Effective Date vested in:](#)

Spirit EK Lincolnton NC, LLC f/k/a Cole EK Lincolnton NC, LLC, a Delaware limited liability company
5. The Land referred to in this Commitment is located in Lincoln County, North Carolina is described as follows:

See Exhibit A attached hereto and made a part hereof:

EXHIBIT A (Continued)

File No.: **NCS-899192NC1-PHX1**

BEGINNING AT A POINT LOCATED N 02°59'18" E 49.30' FROM THE CENTER OF A SANITARY SEWER MANHOLE LOCATED IN THE CENTERLINE INTERSECTION OF E. MAIN ST. AND N. FLINT ST., BEING THE POINT AND PLACE OF BEGINNING; RUNNING THENCE WITH THE EASTERLY MARGIN OF N. FLINT ST. N 20°30'00" W 204.57' TO A POINT ON THE SOUTHERLY MARGIN OF E. SYCAMORE ST.; THEN WITH THE SOUTHERLY MARGIN OF E. SYCAMORE ST. N 70°24'36" E 250.19' TO A POINT; THENCE WITH THE PROPERTY OF NEILLS MUSIC CENTER (DEED [BOOK 503, PAGE 808](#)) S 19°52'51" E 207.36' TO A POINT ON THE NORTHERLY MARGIN OF E. MAIN ST.; THENCE WITH THE NORTHERLY MARGIN OF E. MAIN ST. S 71°03'36" W 248.01' TO THE POINT AND PLACE OF BEGINNING. SAID PARCEL CONTAINING 1.178 ACRES +/-.

SCHEDULE B - SECTION I

REQUIREMENTS

File No.: **NCS-899192NC1-PHX1**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or mortgage to be Insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. 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.
5. 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 **Spirit EK Lincolnton NC, LLC f/k/a Cole EK Lincolnton NC, LLC, a Delaware limited liability company**, in a form approved by the Company, to **To Be Determined** conveying interest in subject property.
 - b. Deed of Trust from **To Be Determined**, in a form approved by the Company, to **To Be Determined**, conveying interest in subject property to secure the loan.
6. The Company must be furnished with the following for review in regard to Spirit EK Lincolnton NC, LLC f/k/a Cole EK Lincolnton NC, LLC, a Delaware limited liability company:
 - a. A current copy of the Articles of Organization and all amendments thereto;
 - b. A current Certificate of Good Standing or its equivalent from the state of origin and North Carolina;
 - c. Resolutions/Consents authorizing the transaction contemplated in this commitment and designating the authorized signatory;
 - d. A complete copy of the existing operating agreement and all amendments thereto;
 - e. The Company may require additional documentation for each entity comprising any tier of ownership of the said limited liability company.
7. 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. 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.

8. 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.
9. Receipt of satisfactory Broker's Lien Waiver, if applicable.
10. Company to be provided with a list of endorsements, if any, to be issued in conjunction with this policy.
11. Company to be provided with the necessary information and/or documentation to complete requested endorsements, if any.
12. Based upon information developed or received in satisfaction of the above, the Company reserves the right to impose additional conditions or to set new requirements.

SCHEDULE B - SECTION II

EXCEPTIONS FROM COVERAGE

File No.: **NCS-899192NC1-PHX1**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes for the year 2018, which are a lien, but not yet due and payable, and all subsequent years.
3. Terms and provisions of that certain unrecorded Lease executed by ECK-001, LLC, a North Carolina limited liability company to Eckerd Corporation, a Delaware corporation dated as evidenced by a Memorandum of which is recorded in [Book 1005, Page 295](#), Lincoln County Registry.
4. Subordination, Non-Disturbance and Attornment Agreement recorded in [Book 1916, Page 668](#), Lincoln County Registry.
5. Certificate of Amendment to Certificate of Formation recorded in [Book 2409, Page 260](#), Lincoln County Registry.
6. Title to that portion of the property within the bounds of East Main Street, North Flint Street or East Sycamore Street as referenced in North Carolina Special Warranty Deed recorded in [Book 1916, Page 577](#), Lincoln County Registry.
7. Any inaccuracy in the area, square footage or acreage of the Land to be insured hereunder.
8. Rights of parties in possession as tenants only, under unrecorded leases(s) or rental agreement(s).
9. 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.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.