



OWNER'S POLICY OF TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

POLICY NUMBER: 3155400-05553454 FILE NUMBER: 110750-21

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

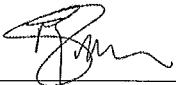
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
President

ATTEST: 
Secretary



4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of

loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the

Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a

reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover

until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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 the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the

policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the

terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Parkway, Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: claims@wfgnationaltitle.com



SCHEDULE A
ALTA OWNER'S FORM

Name and Address of Title Insurance Company: **WFG National Title Insurance Company, 340 Oswego Pointe Drive, Suite 100, Lake Oswego, OR 97034**

File No.: **110750-21 DLT**

Policy No.: **3155400-05553454**

Address Reference: **2252 Dolphin Shores Dr SW, Supply, NC 28462**

Issued with: **3155500-05553455**

Amount of Insurance: **\$1,825,000.00**

Premium: **\$2,755.25**

Date of Policy: **January 29, 2021**

1. Name of Insured:

Dolphin Shores Development Company, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Dolphin Shores Development Company, LLC by virtue of a deed from Dolphin Holdings, LLC, dated January 22, 2021, and recorded January 29, 2021 in the Office of Register of Deeds of Brunswick County, North Carolina in Book 4538, page 1125; and

Dolphin Shores Development Company, LLC by virtue of a deed from Securities Capital Management, LLC, dated January 22, 2021, and recorded January 29, 2021 in the Office of Register of Deeds of Brunswick County, North Carolina in Book 4538, page 1161.

4. The Land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT "A"

By: **CROWN TITLE CORP.**

Authorized Signatory



EXHIBIT A
LEGAL DESCRIPTION

File No. **110750-21 DLT**

Policy No. **3155400-05553454**

All that Lying and being in Lockwood Folly Township, Brunswick County, North Carolina, and being more particularly described as follows:

TRACT ONE: Part of Parcel No, 2300007110

BEING all of that certain tract or parcel of land identified as "8A" in a survey plat dated 9 September 1993 entitled "Plat of Survey for Bob Parnell and Bellamy Trading Company", prepared by Thomas W. Morgan, R.L.S., a copy of the plat of which is duly recorded in Map Cabinet X at Page 394 in the Office of the Register of Deeds for Brunswick County, North Carolina, to which plat reference is hereby made and which is incorporated herein for greater certainty of description of said property.

TRACT TWO: Parcel Nos. 2300007110 and 230ME00101

BEING all of Lots 1, 2, 3, 4, and 5, Oyster Harbour Estates Subdivision, as set forth in that plat of survey by Hobbs Surveying Company, R.L.S., dated 19 November 2003 and recorded in Map Cabinet 29 at Pages 144 and 145, in the Office of the Register of Deeds for Brunswick County, North Carolina, said lots having the metes, bounds and location as shown on said map and to which plat reference is hereby made and which is incorporated herein for greater certainty of description of said property.

"A portion of this property has been determined to meet the requirements for designation as a regulatory wetland. A 401 Water Quality Certification was issued for this subdivision with the condition that the regulatory wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The property owner shall report that name of the subdivision in any application pertaining to said wetland rules. This covenant is intended to insure continued compliance with wetlands rules adopted by that State of North Carolina and therefore benefits may be enforced by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them."

By ACCEPTANCE hereunder, Grantor hereby conveys to Grantee all Declarant rights as defined in the Restrictive Covenants of Oyster Harbour Estates.

TRACT THREE: Part of Parcel No, 2300007110

BEING that certain tract or parcel shown as containing 18,949 square feet, more or less, as more fully described in a survey plat dated 10 November 2003, prepared by David . B. Floyd, PLS, Hobbs Surveying Company, Inc., entitled, "Oyster Harbour Estates, Subdivision Plat 15.19 +/- Acre Tract", consisting of two (2) Pages, and recorded in Map Cabinet 29 at Pages 144 and 145 Brunswick County, North Carolina, Public Registry. Said Tract is shown on said plat as being bounded on the North by property now or formerly of Hilda H. Smith, (Deed 946 at Page 1015, Brunswick Registry); on the East by the western line of the 15.19 +/- Acre Tract as described in said survey plat; on the South by property now or formerly of Glenn W. Rainey, Jr. (Deed Book 992 at Page 267, Brunswick Registry); and, on the West by Boone's Neck Road, State Road 1137.

TRACT FOUR: Part of Parcel No, 2300007110

BEING all of "Harbour Estates Drive", a 50' road or street, containing 79,500 square feet, more or less, as more fully described in a survey plat Dated 19 November 2003, prepared by David B. Floyd, Hobbs Surveying Company, Inc., entitled, "Oyster Harbour Estates, Subdivision Plat 15.19 +/- Acre Tract", consisting of two (2) Pages, and recorded in Map Cabinet 29 at Pages 144 and 145, Brunswick County, North Carolina, Public Registry, which is incorporated herein by reference.

TRACT FIVE: Part of Parcel No, 2300007110

BEING all of that tract or parcel shown as "Common Area", containing 18,501 square feet, more or less, in that survey plat recorded in Map Cabinet 29 at Pages 144 and 145, Brunswick County, North Carolina Public Registry, which plat is more



EXHIBIT A
(continued)

File No. **110750-21 DLT**

Policy No. **3155400-05553454**

fully described in the FIRST TRACT and SECOND TRACT, above.

TRACT SIX: Part of Parcel No, 2300007110

BEING that area shown as "40" Private Access Easement:, extending from the cul de sac at the end of Harbour Estates Drive through Lot 2 and to Lot 1, in that survey plat recorded in Map Cabinet 29 at Page 144 and 145, Brunswick County, North Carolina, Public Registry, which plat is more fully described in the FIRST TRACT and SECOND TRACT, above.

TRACT SEVEN:

BEING all of that tract or parcel containing 15.19 acres, more or less, including all lots, streets and common areas therein, contained, as more fully described in that survey plat recorded in Map Cabinet 29 at Pages 144 and 145, Brunswick County, North Carolina, Public Registry, which plat is more fully described in the FIRST TRACT and SECOND TRACT.

TRACT EIGHT: Parcel No. 2300007111

BEGINNING at an iron pipe in the southeastern right of way of S.R. 1137, said pipe being located in the following manner: Leaving a P.K. nail in the intersection of the centerlines of S.R. 1291 and S.R. 1137, and along the centerline of S.R. 1137 in the southwesterly direction 779.92 feet to a concrete nail in the Ava G. Bellamy line; thence along said line south 16 degrees 48 minutes 40 seconds west 59.72 feet to an iron pipe in the southeastern right of way to S.R. 1137; thence along said right of way South 45 degrees 00 minutes 40 seconds west 618.80 feet to a point dividing Tract 8 and Tract 9; thence continuing along said right of way south 41 degrees 04 minutes 18 seconds west chord distance of 357.76 feet to the Beginning Point, also being the southwestern corner of Tract 9; thence along the division line of Tracts 9 and 10 south 69 degrees 12 minutes east 440.49 feet to an iron pipe in the Bellamy and Davis line; thence along said line south 16 degrees 48 minutes 40 seconds west 269.5 feet to a point; thence along a division line of Tract 10 and 11 north 73 degrees 11 minutes 20 seconds west 607.14 feet to a point in the southeastern right of way of S.R. 1137; thence along said right of way north 46 degrees 10 minutes 11 seconds east a chord distance of 332.89 feet to the P.T. of a curve; thence north 40 degrees 58 minutes 13 seconds east 10.97 feet to the Point of Beginning, said tract contains 3.447 acres, as surveyed by Alvie E. Lewis as shown on a map dated June 27, 1992 and is all of Tract 10 of the Ava G. Bellamy Heirs Commission Division as shown on a survey map recorded in Map Cabinet X, Page 45, Brunswick County Registry. Also being the same property described in a deed to Davis and Kelly Contractors, LLC recorded August 4, 2006 in Book 2446, Page 995, aforementioned Registry.

TRACT NINE: Parcel No. 2300007104

BEING ALL of Tract Three (3), as surveyed by Alvie E. Lewis, and shown on a map dated June 27, 1992, entitled "Division for Ava G. Bellamy Heirs" recorded in Map Cabinet X at Page 45, Brunswick County Registry.

TRACT TEN: Parcel No. 2300007139

BEING ALL of Tract 9 as more fully described in a survey plat dated 27 June 1992 prepared by Alvie E. Lewis, R.L.S., entitled "Division for Ava G. Bellamy Heirs" and recorded in Map Cabinet X at Page 45, Brunswick County Registry, to which plat reference is made and which is incorporated herein for greater certainty of description of said property. And being Tract 9 as was allotted to Eloise B. Gibson under Report of Commissioners filed in Book 905 at Page 870, Brunswick County Registry.



SCHEDULE B EXCEPTIONS FROM COVERAGE

File No. **110750-21 DLT**

Policy No. **3155400-05553454**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims which are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Any discrepancies, conflicts, shortages in area, encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Rights or claims of parties in possession not shown of record.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes and assessments for the year **2021** and subsequent years.
7. Covenants, conditions and restrictions, if any, appearing in the public records.
8. Easements or servitudes which are unrecorded or are apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
9. Any taxes for the current or fiscal year of the applicable taxing bodies, which may be hereafter assessed, not yet due and payable.
10. Addresses referenced in this commitment/policy are for Informational Purposes Only.
11. Subject to the setback lines, utility easements, roads, rights of way and conditions appearing on the "Plat of Survey for Bob Parnell and Bellamy Trading Company", prepared by Thomas W. Morgan, R.L.S., a copy of the plat of which is duly recorded in Map Cabinet X at page 394; plat of survey by Hobbs Surveying Company, R.L.S., dated 19 November 2003 and recorded in Map Cabinet 29 at Pages 144 and 145, in the Office of the Register of Deeds for Brunswick County, North Carolina; and map dated June 27, 1992, entitled "Division for Ava G. Bellamy Heirs" recorded in Map Cabinet X at Page 45, Brunswick County Registry.
12. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
13. Interest or claims not disclosed by public records, including but not limited to:
 - (a) Unrecorded Mechanics or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements or real property within 120 days from the last day of performance and will upon perfection relate in priority to the first day of performance as a valid lien of real property.)
 - (b) Unrecorded leases. (Under North Carolina law, parties in possession of the premises under a verbal or unrecorded lease of three years or less duration may remain in possession under the terms of the tenancy.)
 - (c) Matters that may defeat or impair title which do not appear on the record. (Evidence revealing missing heirs, forgeries, etc. may not be on the public records, but such facts if properly established may impair or defeat what appears to be a good title on record.)
 - (d) Taxes, special assessments and other governmental charges that are not shown as existing liens by the public records. (Governments charges may be made for acreage fees, tap-on fees, cost of weed cutting, demolition of condemned buildings and other matters that are not shown as existing liens on the property by the public records.)



SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

File No. **110750-21 DLT**

Policy No. **3155400-05553454**

- (e) Unlisted personal property taxes. (If discovered, such taxes and any penalties may be assessed as a lien on the subject property.)
14. Any inaccuracies and discrepancies, which an accurate survey of the property may disclose. (A survey, if procured from a competent surveyor or civil engineer, will not normally determine whether improvements lie within the boundaries of the property, whether existing utility lines, roads or other easements cross the premises, and whether there are any encroachments.)
 15. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.

 16. Subject to the Declaration of Dolphin Shores Condominium recorded in Book 2802, Page 360; as amended by Amended and Restated Declaration of Dolphin Shores Condominium recorded in Book 3299, Page 744; supplemented by First Supplemental Declaration recorded in Book 3735, Page 390; Addendum to Amended and Restated Declaration of Dolphin Shores Condominium recorded in Book 3866, Page 835; and Amendment to Amended and Restated Declaration of Dolphin Shores Condominium recorded in Book 4467, Page 627. (as to Tracts One through Seven, Nine and Ten)
 17. Subject to Deed of Dedication to Brunswick County for water and sewer recorded in Book 2809, Page 1265. (as to Tracts One through Seven, Nine and Ten)
 18. Termination of Planned Community Agreement for Oyster Harbor Estates recorded in Book 2842, Page 50, Brunswick County Registry. (as to Tracts One through Seven, Nine and Ten)
 19. Notwithstanding the recitation of acreage contained in Schedule A hereof, nothing herein contained shall be construed as a guarantee of the accuracy of the computation of such acreage or square footage (as to Tract Eight).

 20. Deed of Trust from Dolphin Shores Development Company, LLC to Paul & Arlene Bekman; Pages Investments, LLC and Richard Freeman in the original principal amount of \$865,000.00 dated January 22, 2021 and recorded January 29, 2021 in the Office of Register of Deeds of Brunswick County, North Carolina in Book 4538, page 1165.

 21. Assignment of Rents, Leases, Contracts, Permits and Plans from Dolphin Shores Development Company, LLC to Paul & Arlene Bekman; Pages Investments, LLC and Richard Freeman dated January 22, 2021 and recorded January 29, 2021 in the Office of Register of Deeds of Brunswick County, North Carolina in Book 4538, page 1183.