

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

250553-1

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, First American Title Insurance Company, a California 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.

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.

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- 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.
- 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; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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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:
 - 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.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 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.
- c. 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.

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- 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.
- 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 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 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.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Condition 5.e.: Issuing Agent:

Tennessee Valley Title Insurance Co.

Issuing Office: 800 South Gay Street, Suite 1700, Knoxville, TN 37929

Issuing Office's ALTA® Registry ID: 2715

Loan ID No.:

Commitment No.: 250553-1 Issuing Office File No.: 250553

Property Address: 847, 851 and 0 Mulberry Street, Loudon, TN 37774

SCHEDULE A

1. Commitment Date: May 6, 2025 at 08:00 AM

2. Policy to be issued:

a. ALTA Owner's Policy (2021)

Proposed Insured: TO BE DETERMINED Proposed Amount of Insurance: TBD

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

Bob McEachern Photographers, Inc., a Tennessee corporation

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A

(Continued)

Tennessee Valley Title Insurance Co.

Gracey M. Axt-ell Authorized Signature or Signatory First American Title Insurance Company

1) land g. Telm Suy L Smuth Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 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 Bob McEachern Photographers, Inc., a Tennessee corporation to a purchaser to be determined.

NOTE: The Company must be provided proof of the existence of the corporation, and proof that the sale or mortgage has been authorized by the board of directors of the corporation.

5. Furnish a properly executed Owner's Affidavit on attached form.

NOTE: FOR INFORMATIONAL PURPOSES:

Tract I: CLT #041HF-025: 2024 Loudon County taxes have been paid in the amount of \$377.00. 2024 Loudon City taxes have been paid in the amount of \$253.71.

Tract II: CLT #041HF-026: 2024 Loudon County taxes have been paid in the amount of \$648.00. 2024 Loudon City taxes have been paid in the amount of \$262.69.

Tract III: CLT #041HF-027: 2024 Loudon County taxes have been paid in the amount of \$958.00. 2024 Loudon City taxes have been paid in the amount of \$644.50.

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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. The dower, courtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
- 3. Rights or claims of parties in possession not recorded in the public records.
- 4. Easements or claims of easements not recorded in the public records.
- 5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
- 6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B, Section 1, Items 3 and 6 hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report, Items 4 and 5 hereinabove may be amended and/or deleted.

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SCHEDULE B, PART II

(Continued)

- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 8. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.
- 9. Taxes for the year 2025, which are a lien, but not yet due or payable, and all taxes for subsequent years.

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SCHEDULE C

The Land is described as follows:

TRACT I: SITUATED in District No. One (1) of Loudon County, Tennessee, and within the City of Loudon, Tennessee, and being the remaining portions of Lots 62 and 63 of the Rosedale Park or Ward Addition to the town of Loudon, as set forth in Deed Book 24, page 120, and more particularly bounded and described as follows:

BEGINNING at a stake on the right of way line of U.S. Highway 11, at corner from Satterfield, and being 50 feet east of the intersection of Highland Avenue and Mulberry Street; thence with the line of Satterfield, also the lot line of Lots 61 and 62 of the Rosedale Park Addition, in a southerly direction 150 feet to the right of way line of an alley of the City of Loudon; thence with said alley in an easterly direction 70 feet to corner with McEachern Photographers, Inc. (formerly E. F. Foster); thence with McEachern in a northerly direction 150 feet to the right of way line of U.S. Highway 11 (Mulberry Street); thence with Mulberry Street in a westerly direction 70 feet to the point of BEGINNING, and conveyed by boundaries and not by acres.

BEING the same property conveyed to Bob McEachern Photographers, Inc. by Warranty Deed from Mynart S. West, France J. West and Ray Madison West, dated May 1, 1974, and recorded in Deed Book 122, page 107, in the Loudon County Register's Office.

TRACT II: SITUATED in District No. One (1) of Loudon County, Tennessee, and within the City of Loudon, Tennessee, and bounded and described as follows:

PARCEL A: BEING the northeastern 30 feet of Lot No. 63 in West Rosedale Park or Wards Addition to the Town of Loudon, as shown by plat of said addition on file in the Register's Office at Loudon in Deed Book 24, page 120, and described more particularly as follows:

BEGINNING at a point on the right of way line of Lee Highway or Mulberry Street in the City of Loudon between (on the lot line) of Lots 63 and 64; thence with the lot line between Lots 63 and 64, 150 feet to a corner in the alley; thence with said alley in a southerly direction 30 feet to a stake corner to George A. West; thence with West's line and parallel with the first line and keeping at all times 30 feet therefrom 150 feet more or less, to a point on the right of way line of the Lee Highway; thence with said highway 30 feet to the point of BEGINNING.

PARCEL B: BEING a portion of Lot No. 64 on what is known and called Ward's Addition to the Town of Loudon, and being that portion of said Lot No. 64 as follows:

BEGINNING at the southwest corner of said lot, fronting on Lee Highway, and running northeastwardly a distance of approximately 8 inches to the center of the wall of the building that is now erected on said Lot No. 64, and running thence southeastwardly with the centerline of the west wall of the aforementioned building a distance of 75 feet to a stake; thence at right angles and running westwardly a distance of approximately 12 inches to the line of Lot No. 64 west boundary; thence northwestwardly along the west line of Lot No 64 to the point of BEGINNING, being a distance of 75 feet.

BEING the same property conveyed to Bob McEachern Photographers, Inc. by Warranty Deed from E. F. Foster and wife, Geneva L. Foster, dated December 22, 1969, and recorded in Deed Book 96, page 242, in the Loudon County Register's Office.

TRACT III:

SCHEDULE C

(Continued)

PARCEL A: SITUATED in District No. One of Loudon County, Tennessee, and within the City of Loudon, Tennessee, and being a portion of a business building formerly known as "Link's Carpet Center" and more particularly described as follows:

BEING the remainder of Lot No. 64 in Rosedale Park or Ward's Addition to the Town of Loudon, Tennessee, said lot being shown on the map or plat of said addition to said Town of Loudon in the Register's Office for Loudon County, Tennessee, in Deed Book 24, page 120, to which specific reference is here made. Said lot fronting 32 feet on Lee Highway and extending back between parallel lines 150 feet, the other portion of the property already owned by the grantees herein as described in Deed Book 131, page 110, to which reference is here made and known as 847 Mulberry Street, Loudon.

PARCEL A: SITUATED in District No. One of Loudon County, Tennessee, and within the City of Loudon, Tennessee, and being more particularly described as follows:

BEING the remainder of Lot No. 64 in Rosedale Park or Ward's Addition to the Town of Loudon, Tennessee, and described on map of record in Deed Book 24, page 120, and being a portion of a concrete building which has been divided and being that portion located on the southwest side of the total building, and bounded on he west by McEachern's, Inc. and on the east by grantors, and used as Link's Carpet Shop, and being the same building formerly used as a "pet grooming shop" and "beauty shop" fronting approximately 18 feet on Mulberry Street and running with the outside walls of McEachern and Link's Carpet Shop in a southerly direction to an alley and known as 849 Mulberry Street, Loudon.

BEING the same property conveyed to Bob McEachern Photographers, Inc. by Warranty Deed from McEachern Color Lab, Inc., dated February ___, 1983, and recorded in Deed Book 149, page 310, in the Loudon County Register's Office.