



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 936 Weatherby Lane Creedmoor, NC 27522

Owner's Name(s): CMC SFR I LLC

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials MA
 Buyer Initials _____ Owner Initials _____

REC 4.22
REV 5/24

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SECTION A.
STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR											
A1. Is the property currently owner-occupied? Date owner acquired the property: _____ If not owner-occupied, how long has it been since the owner occupied the property? _____	☐	☒	☐											
A2. In what year was the dwelling constructed? _____			☒											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☐	☐	☒											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) ☐ Brick Veneer ☐ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other _____			☒											
A5. In what year was the dwelling's roof covering installed? _____			☒											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☐	☒											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☐	☒											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☐	☒											
A9. Is there a problem, malfunction, or defect with the dwelling's:														
Foundation	NA ☐	Yes ☐	No ☐	NR ☒	Windows	NA ☐	Yes ☐	No ☐	NR ☒	Attached Garage	NA ☐	Yes ☐	No ☐	NR ☒
Slab	☐	☐	☐	☒	Doors	☐	☐	☐	☒	Fireplace/Chimney	☐	☐	☐	☒
Patio	☐	☐	☐	☒	Ceilings	☐	☐	☐	☒	Interior/Exterior Walls	☐	☐	☐	☒
Floors	☐	☐	☐	☒	Deck	☐	☐	☐	☒	Other: _____	☐	☐	☐	☒

Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B.
HVAC/ELECTRICAL

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☐	☒
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☐	☒
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) ☐ Furnace [____ # of units] Year: _____ ☐ Baseboard [____ # of bedrooms with units] Year: _____ ☐ Heat Pump [____ # of units] Year: _____ ☐ Other: _____ Year: _____			☒

Buyer Initials _____ Owner Initials MS
Buyer Initials _____ Owner Initials _____

Yes

No

NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☐ Central Forced Air: _____ Year: _____

☐ Wall/Windows Unit(s): _____ Year: _____

☐ Other: _____ Year: _____

Yes

No

NR

B5. What is the dwelling's fuel source? (Check all that apply)

☐ Electricity

☐ Natural Gas

☐ Solar

☐ Propane

☐ Oil

☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C.

PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes

No

NR

C1. What is the dwelling's water supply source? (Check all that apply)

☐ City/County

☐ Shared well

☐ Community System

☐ Private well

☐ Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality

☐ Pressure

☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

Yes

No

NR

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper

☐ Galvanized

☐ Plastic

☐ Polybutylene

☐ Other: _____

Yes

No

NR

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture)

☐ Gas: _____

☐ Electric: _____

☐ Solar: _____

☐ Other: _____

Yes

No

NR

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump

☐ community system

☐ Septic tank

☐ Drip system

☐ Connected to City/County System

☐ City/County system available

☐ Other: _____

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____

☐ No Records Available

Date the septic system was last pumped: _____

Yes

No

NR

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR
Septic system	☐	☐	☐	☒
Sewer system	☐	☐	☐	☒
Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☐	☒
Water supply (water quality, quantity, or pressure)	☐	☐	☐	☒

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____

Owner Initials MA

Buyer Initials _____

Owner Initials _____

SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

Yes ☐ No ☒ NR ☐

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☐	☐	☐	☒	Irrigation system	☐	☐	☐	☒	Sump pump	☐	☐	☐	☒	Garage Door system	☐	☐	☐	☒
Elevator system or component	☐	☐	☐	☒	Pool/hot tub /spa	☐	☐	☐	☒	Gas logs	☐	☐	☐	☒	Security system	☐	☐	☐	☒
Appliances to be conveyed	☐	☐	☐	☒	TV cable wiring or satellite dish	☐	☐	☐	☒	Central vacuum	☐	☐	☐	☒	Other:	☐	☐	☐	☒

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

Yes ☐ No ☐ NR ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

☐ ☐ ☒

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☐ ☐ ☒

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☐ ☒

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☐ NA

☐ ☐ ☒

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

Yes ☐ No ☐ NR ☒

Buyer Initials _____ Owner Initials MS
Buyer Initials _____ Owner Initials _____

REC 4.22
REV 5/24

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☐	☒
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☐	☒
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☐	☒
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☐	☒
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☐	☒
F8. Is there a current flood insurance policy covering the property?	☐	☐	☒
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☐	☒
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G.
MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☐	☒
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☐	☐	☒

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials

Owner Initials

Buyer Initials

Owner Initials

DS

MA

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes ☐	No ☐	NR ☒
H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____			

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If "yes," state the amount of the fees: _____	☐	☐	☒
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H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____	☐	☐	☒
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H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____	☐	☐	☒
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Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: <u>Nicole Hernandez</u>	CMC SFR 1 LLC	Date _____
By: <u>Nicole Hernandez</u>	By: <u>Man Global Private Markets, Inc.,</u>	
Owner Signature: <u>Authorized Signatory</u>	its asset manager	Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____	Date _____
Buyer Signature: _____	Date _____



DISCLOSURE TO BUYER FROM SELLER
AND BUYER ACKNOWLEDGMENT

The following, if initialed, are applicable to the transaction as contemplated in the Offer to Purchase and Contract by and between CMC SFR 1 LLC ("Seller") and _____ ("Buyer"):

☒ Covenant and Zoning Disclosure Agreement. Buyer acknowledges that Seller has not performed a full title examination of the property, in order to determine the existence of restrictive covenants and other conditions of title to the property in question, including zoning requirements, the existence of a homeowners association, or easements. If available and requested, such restrictions and conditions have been or will be supplied to Buyer, and, if applicable, Buyer acknowledges receipt of same. Buyer is advised to seek legal counsel should there be a question regarding the legal implications of such restrictions and conditions, if any, including, if applicable, whether the common area has been conveyed to the homeowners association.

☒ Public versus Private Road Acknowledgment. Buyer acknowledges that the access to the Property to be purchased is via a ☒ public _____ private (check one) road. If private, the road is currently maintained by _____ the developer _____ the homeowners association _____ the owners fronting the road right of way (check one). If private and maintained by the developer, the road _____ will _____ will not (check one) be turned over to the North Carolina Department of Transportation (NCDOT) for future maintenance. Buyer is advised to verify whether the road, if public, has been accepted into the NCDOT road system for future maintenance. The website for this verification is <https://apps.dot.state.nc.us/srlookup/>. Buyer is advised to seek legal counsel should there be a question regarding the legal implications of road maintenance if the road is private and/or has not been accepted into the NCDOT road system.

☐ Disclosure and Release Regarding Mold. Mold and/or other microscopic organisms may exist in or around the Property, which can cause physical injuries, including, but not limited to, allergic and/or respiratory reactions, particularly in persons with immune systems problems, young children or the elderly. Buyer acknowledges this and accepts full responsibility and risk for any and all injuries which may arise out of the exposure by client to mold and/or other microscopic organisms. Buyer is advised to conduct his/her/their own due diligence using appropriate and qualified experts.

Buyer Initials _____

Buyer Initials _____

Seller Initials

DS
Mt

Seller Initials _____

☒ Square Footage and Property Size/Dimensions. The measurements and square footage of the Property are as disclosed in the MLS listing, and reviewed for accuracy using the tax card filed with the county. The Property ☒ has _____ does not have (check one) additional unpermitted square footage per the disclosure statement, meaning some improvements creating finished area, formerly unfinished area, may have been completed without permitting the process with the appropriate zoning authorities. **The unpermitted square footage may be uninsurable or even be required to be removed in the future, and therefore, Buyer is advised to consult with the local building inspector, Buyer's insurance agent, and closing attorney, should Buyer wish to verify the accuracy of the Property dimensions, whether the finished rooms were properly permitted, and the consequences if there is unpermitted square footage.** This information is deemed reliable but is not guaranteed.

☐ Proposed Highway Expansion. The Property is included in the area designated by the North Carolina Department of Transportation as an area either within or close to a parcel being considered for the following highway extension or expansion (circle one): NC 55 ---- US 540 Southern Extension ---- US 540 Eastern Extension ---- Highway 42 East/West Connector --- Other: _____. Buyer is advised to contact the North Carolina Department of Transportation for further information.

☐ Aircraft Noise Notification. The Property is located in an area adjacent to or near an airport, which may expose the Property to regular and concurrent aircraft noise levels exceeding the typical ground-based noise. Exposure to aircraft noise may affect the usability of the Property.

☐ As-Built Survey. Buyer is advised that the Property may not have been surveyed by the Seller, or there is not a survey available showing the location of the improvements and impervious surfaces on the Property. Buyer is further advised that impervious surface rules may prevent future improvements to the home or lot, including, but not limited to, any additions, paving and outbuildings, and Buyer should seek legal or survey counsel to verify.

☐ Flood Insurance. If checked, Buyer has been notified that some or all of the Property is in in a Zone _____ flood zone, and flood insurance may be required by Buyer's lender. If the property has water intrusion from some outside body of water, Buyer's homeowner's policy may not cover the damage. Buyer should obtain information from Buyer's insurance company, to determine what water-related issues are covered, and whether Buyer should obtain flood insurance in addition to homeowners insurance.

☐ Off-Site Septic Field. Buyer is advised that the Property contains either a Repair Field or Drain Field that is not a part of the lot and may not even be a contiguous parcel to the Property. The additional lot may either be an additional fee parcel, or a parcel owned by someone else but subject to an easement for Buyer's septic use. Buyer is advised that said additional lot may require additional maintenance and/or County inspections.

Buyer Initials _____

Buyer Initials _____

Seller Initials _____

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MA

Seller Initials _____

☐ Radon. Radon is a colorless, odorless gas which comes from the natural breakdown of uranium in the soil. It is found in homes nationwide including North Carolina. It typically moves up from the ground through cracks or holes in the foundation and may become trapped in the home or well water, creating higher than Federally acceptable amounts in the air and water supply (4.0 picocuries per liter is the minimum acceptable amount). Radon can be remediated and Buyer is advised to have the home and well tested to determine whether remediation may be required.

☒ Fencing and Accessory Structures. Buyer is advised that construction of a fence or accessory structure, including a pool, garage or storage building, may require a building or zoning permit, as well as an architectural approval application if the property is located in a subdivision with restrictive covenants. In addition, the construction of same may result in a violation of impervious surface rules for the lot. If these additions are important, Buyer is advised to contact the appropriate authorities in order to obtain approval.

☐ Animals. Buyer is advised that municipal or county regulations, or restrictive covenants, may limit the number and types of pets permitted. Underground fencing may also require a permit or notice to the public of its existence on the Property.

☐ Underground Storage Tank. If checked, Buyer is advised that the Property contains an underground storage tank that _____ is _____ is not (check one) currently being used for the following purpose: _____. If applicable, the tank _____ has _____ has not (check one) been appropriately abandoned as required by local, state and Federal applicable laws. Buyer is advised to seek legal counsel to determine the impact of such disclosed information.

☐ Homes Constructed Prior to 2000. Older homes may contain hazardous or defective materials, including, but not limited to, asbestos, lead based paint, synthetic stucco or composition siding, and polybutylene or cast iron piping. If Buyer is specifically concerned about any of these building materials being in the home, and the home was constructed prior to 2000, then Buyer is advised to procure specific inspections to address whether there exist any potential hazards in the home and the possible effects as a result of the existence of these materials in the home.

☒ School Assignments. Assignments to a particular school or schools for the Property are not guaranteed. Current assignments are subject to change due to redistricting, capped schools or construction of new schools. If important to the Buyer, Buyer should consult with the local school system prior to presenting an offer.

Buyer Initials _____

Buyer Initials _____

Seller Initials _____

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Seller Initials _____

[] Well Contaminants. If the home's water supply is a well, then Buyer is advised to have the water supply tested for not only for potential bacterial contaminants, such as, e-coli and coliform, but also for radon, uranium and radium. For more information, Buyer may contact wakegov.com/wells, or 919-893-WELL (9355), or johnstoncountync.com/envhealth/ or at 919-989-5180.

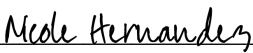
[] Nearby Farm Use. If checked, the Property is within one mile from undeveloped acreage in excess of 10 acres, which may be actively farmed. Buyer is advised to seek legal counsel or contact appropriate governmental agencies, in order to determine the extent of such farm use, if any.

Buyer executes this document acknowledging receipt thereof.

This the _____ day of _____, 20____.

Buyer

Buyer

DocuSigned by:

19A8E65E07124C9... By:Nicole Hernandez
Authorized Signatory

Seller
CMC SFR 1 LLC
By:Man Global Private Markets (USA) Inc., its asset manager

Seller



STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u> </u> Buyer Initials	☐	☐	☒
1. Mineral rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	☐	☒	
2. Seller has severed the mineral rights from the property.			
<u> </u> Buyer Initials	☐	☒	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u> </u> Buyer Initials	☐	☐	☒
4. Oil and gas rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	☐	☒	
5. Seller has severed the oil and gas rights from the property.			
<u> </u> Buyer Initials	☐	☒	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 936 weatherby Lane Creedmoor, NC 27522

Owner's Name(s): CMC SFR 1 LLC

By: Man Global Private Markets (USA) Inc., its asset manager

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

DocuSigned by:

By: Nicole Hernandez

Authorized Signatory Date 9/4/2024

Owner Signature: Nicole Hernandez

19A8E65E07124C9...

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

ADDENDUM TO PURCHASE AGREEMENT OF REAL ESTATE

DATE: _____

PROPERTY ADDRESS: 936 weatherby Lane Creedmoor, NC 27522

SELLER: CMC SFR 1 LLC

BUYER: _____

It is understood and agreed to by all parties with their signatures affixed hereto that the paragraphs of this Addendum shall become a permanent part of the subject Purchase Agreement. In the event of any inconsistencies between the provisions of this Addendum and the Purchase Agreement, this Addendum shall control.

Buyer and Seller mutually agree to these terms.

1. Seller has never been an owner-occupant of the Property, which is being sold "AS-IS" with all defects of any kind. Buyer acknowledges and agrees that Seller shall have no liability or obligation to Buyer with regard to any aspect of the physical condition of the Property, whether environmental, structural or otherwise. Buyer acknowledges and agrees that neither Seller nor Seller's Broker has made any representations regarding any aspect of the Property or surrounding area. These acknowledgments and agreements shall survive the closing of the subject Purchase Agreement and the conveyance of the Property. The Property is being sold in accordance with the terms herein with no representation or warranty of any kind by Seller, whether express or implied, as to the physical condition of the Property, including any environmental condition, fitness of the Property for any particular purpose, or any other attribute of the Property.
2. Seller is to convey title via Special or Limited Warranty Deed.
3. Seller shall use commercially reasonable efforts to resolve any monetary liens or adverse title matters of which Seller has notice to the extent said matters impact the marketability of the property, if any, prior to the closing date. If an issue is not resolved to Seller's satisfaction, in Seller's sole and absolute discretion, then Seller may terminate the Purchase Agreement. Buyer's sole remedy shall be a full refund of the earnest money deposit. Buyer shall hold harmless Seller and all its affiliated and related entities, parent companies, and subsidiaries and their respective past, present, and future officers, directors, trustees, partners, members, shareholders, attorneys, employees, insurers, agents, successors and assigns from any and all liability, damages, cost, attorney fees and expenses of any nature whatsoever resulting directly or indirectly from any termination of the Purchase Agreement in accordance with the terms herein.
4. If the Property is occupied by a tenant(s) at closing, Seller and Buyer agree to execute the Assignment and Assumption of Lease ("Assignment") attached hereto as Exhibit A.
5. All other terms of the Purchase Agreement not affected by this Addendum are hereby ratified and remain in full force and effect.

Seller Name: _____
Signature: _____

Date: _____

Buyer Name: _____
Signature: _____

Date: _____

Buyer Name: _____
Signature: _____

Date: _____

Buyer Agent Name & Agency: _____
Signature: _____

Date: _____