



**LAWYERS TITLE INSURANCE CORPORATION  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No. PRO-09-891W

1. Effective Date:

2. Policy or policies to be issued:

Amount

- (a)  ALTA Owner's Policy: (6-17-06)
- Advantage Residential Owner's Policy
- Advantage Express Residential Owner's Policy

To Be Determined

Proposed Insured: To Be Determined

- (b)  ALTA Loan Policy: (6-17-06)
- ALTA Short Form Residential Loan Policy: (6-17-06)
- Advantage Residential Loan Policy
- Advantage Express Loan Policy

Proposed Insured:

- (c)  Other

Proposed Insured:

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Byrd's Point LLC

4. The land referred to in this Commitment is described as follows:

See Schedule A attached hereto and made a part hereof.

Property Address:

378 Acres, Off Route 604  
Nottoway County, Virginia

Countersigned:

**PROFESSIONAL TITLE ASSOCIATES  
3130 CHAPARRAL DR., STE. B-100  
ROANOKE, VA 24018**

\_\_\_\_\_  
Authorized Officer or Agent

**LAWYERS TITLE INSURANCE CORPORATION**  
**SCHEDULE B - SECTION 1**  
**Requirements**

File No. PRO-09-891W

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Duly authorized General Warranty Deed from Byrd's Point LLC, a Virginia limited liability company, vesting fee simple title in To Be Determined.

Note: We must be furnished a copy of the Certificate of Organization and the written Operating Agreement and all amendments thereto. Upon review of same, this commitment may be modified or amended.

Or, certification by approved attorney that seller/borrower is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required herein is/are pursuant to the terms of its operating agreement.

2. Payment of taxes and/or assessments, plus penalties and interest which may accrue, for the following years: the year 2009.
3. Description referenced in Schedule A hereof must be used in the instrument(s) creating the estate or interest to be insured herein. If description is corrected or amended, Company must be provided copy of new description.
4. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."

Note: This Company may take other requirements and/or exceptions upon receipt and review of the above-listed documents.

**Commitment – Schedule B Section 1**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

**LAWYERS TITLE INSURANCE CORPORATION**  
**SCHEDULE B – SECTION 2**  
**Exceptions**

File No. PRO-09-891W

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Rights of others in and to the use and enjoyment of the appurtenant easement set out under Schedule A hereof.
3. Rights of others in and to that portion of the insured premises lying within the bounds of any road or highway.
4. Title to that portion of the insured premises lying within the normal bounds of the Nottoway River.
5. Rights of others thereto entitled in and to the continued uninterrupted flow of any creeks or streams.
6. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

**Commitment – Schedule B Section 2**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

**LAWYERS TITLE INSURANCE CORPORATION**  
**Schedule A**  
**Legal Description**

File No. PRO-09-891W

Located in the County of Nottoway, State of Virginia:

All that certain tract or parcel of land lying and being in Blendon Magisterial District, Nottoway County, Virginia, containing 378 acres, shown and described on plat dated May 20, 1975, made by J. W. Blackburn, C.L.S.; being bounded on the North by properties of Moses F. Rash; on the East by properties of L. H. Irby and W. G. Epes; on the South by the Nottoway River and Lunenburg County Line; on the West by properties of Tom Foster and J. L. McDaniel.

TOGETHER WITH a 15 foot right-of-way along the existing path, as shown on said plat of the property herein described to State Route #604.

**Commitment – Schedule A**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached