



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:

BUSCH, ZURBUCH & THOMPSON

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Jennifer L. Morgan
Authorized Signature

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

Beginning at Corner No. C1, a point at the top of a rock cut at approximately 1 foot south of a right-of-way fence of Corridor H (WV Dept of Transportation, Division of Highways-Deed Book 461, at Page 742 and deed Book 483, at Page 89, Tract 9) and a corner in line of a survey of the former Nine tract (now Kenneth Riggleman, et als - Will Book 41, at Page 32 and Deed Book 372, at Page 692), but not determined by this survey to be the deed line, set a $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap, stamped L. Mallow PS 567 Property Corner (typical), thence with two lines 1 foot southeast of the existing highway right-of-way fence

N 70° 30' E, 106.84 feet to Corner No. C2, a set $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap, being 280.80 feet southeast of metric centerline Station 79+882.4, thence

N 57° 41' E, 842.52 feet to Corner No. C3, a point 1 foot southeast of the existing right-of-way fence, being 561 feet southeast of metric centerline Station 80+128.4, a corner to Terry Lee Ward (Deed Book 563, at Page 602) and a corner in the approximate line of said WV DOT 461, at Page 742, from which a set $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap bears S 3° 33' W, 0.95 feet and a set nail at found marked hickory and maple witness trees and end of marked and painted line running northwest, corner of the parent Coastal 300 acre tract described in Deed Book 325, at Page 271, bears N 3° 30' E, 1479.0 feet and a point 1 foot southeast of a found right-of-way fence corner post, bears N 57° 33' E, 100.5 feet, being a corner to Barbara Zickefoose (Deed Book 549, at Page 26), thence with said Ward for two lines

S 3° 31' W, 47.14 feet to Corner No. C4, a set $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap, thence

S 39° 21' E, 924.07 feet to corner No. C5, a set $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap on a steep hillside, in line of said Terry Lee Ward, from which a 16 inch chestnut oak bears S 45° 00' W, 9.60 feet, thence through the parent Coastal tract of Deed Book 325, at Page 271 and in part along a ridge for two lines

S 47° 56' W, 434.07 feet Corner No. C5A, a set $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap on top of said ridge, from which a 25 inch chestnut oak bears S 20° 00' W, 4.80 feet, thence

S 71° 59' W, 556.66 feet to Corner No. C10, a set ¾ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap in a found painted blue line of the said former survey of the Nine tract, but not determined by this survey to be the deed line, (now Kenneth Riggleman, et als - Will Book 41, at Page 32 and Deed Book 372, at Page 692), from which a 17 inch red oak with blue paint bears N 4° 35' W, 6.20 feet, thence with an extension of said found surveyed line

N 36° 23' W, at 711.40 feet crossing a set ¾ inch by 42 inch rebar, a corner to WVDOT Access Right-of-Way (Deed Book 483, at Page 89-Tract 9), IN All 917.38 feet to Corner No. C1, the beginning, containing 21.03 acres, as surveyed in February through April, 2017 by Leon G. Mallow, Professional Surveyor No. 567, of Leon G. Mallow Surveying, Inc., 2000 Piercy Road, Montrose, West Virginia, all bearings being grid north.

Subject to and inclusive of any area of a gap between the described line of a previous survey of the Nine-Riggleman tract and the deed line, being a strip west of and adjacent to the line from Corner No. C10 to C1.

BUSCH, ZURBUCH & THOMPSON, PLLC

By: Jennifer L. Morgan
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Valid Only if Schedule B and Cover are Attached

SCHEDULE B-Section 1

No. OR407

Requirements

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) Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- Item (c) Payment for all premiums, fees, and charges for title insurance.
- Item (d) Proper execution and delivery of Owner's Affidavit. (Attached)
- Item (e) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - 1. Proper execution and recordation of a General Warranty deed from Coastal Forest Resources Company to To Be Determined, for subject real estate.
 - 2. Review by Busch, Zurbuch & Thompson, PLLC, of the above-proposed deed.

NOTE: The Company must be provided certified Corporate Resolutions, Partnership Agreements, By-laws, and any amendments thereto and a current certified original Certificate of Good Standing from the West Virginia Secretary of State authorizing the sale and execution and delivery of this deed.
 - 3. Proper execution and recordation of a release of a Deed of Trust, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing given by Coastal Forest Resources Company to Douglas C. McElwee, Trustee, dated as of December 11, 2009, of record in said Clerk's Office in Trust Deed Book 465, at Page 504, and given to secure MetLife Insurance Company of

Connecticut payment of a note in the principal amount of \$50,000,000.00.

Said Deed of Trust, etc. was amended by Supplement and Amendment dated April 16, 2013, and of record in Trust Deed Book 509, at Page 295.

4. Proper execution and recordation of a Termination of UCC Financing Statement between Coastal Forest Resources Company and Met Life Insurance Company of Connecticut, recorded December 18, 2009 in Trust Deed Book 465, at Page 322.

A Continuation of said UCC Financing Statement was recorded in September 4, 2014 in Trust Deed Book 526, at Page 714.

NOTE: The Company reserves the right to make additional requirements and/or exceptions as further details of this transaction are revealed.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B-Section 2

No. OR407

Exceptions

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.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in possession of all or any part of the premises including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. All assessments and taxes for tax year 2017 and all subsequent years. Real estate taxes for tax year 2017 constitute a lien, but ARE NOT YET DUE OR PAYABLE.

The property is assessed on the Land Books of Randolph County, West Virginia, in Leadsville District, for tax year 2016, as follows:

"Ticket No. 13699; Coastal Forest Resources Company; Tax Map 119, Parcel 40; Surf 201.842 Ac Laurel Hill; Value of Land-\$18,260.'" Taxes are \$123.15 per half year.

8. This commitment does not reflect the status of minerals underlying subject real estate. The surface may be subject to rights of mineral owners.
9. Past due and unpaid utilities.
10. Oil, gas, coal and other mineral interests, together with the rights appurtenant thereto, whether created by deed, lease, grant, reservation, severance, sufferance or exception.
11. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
12. Accuracy of area content is hereby not insured.
13. Right of way for a roadway described in a contract dated March 25, 1946, between Leslie G. Lough, et ux. and Nellie E. Maxwell, of record in Deed Book 161, at Page 396.
14. Easement to Monongahela Power Company dated July 9, 1967, of record in Deed Book 233, at Page 491.
15. Right of Way to West Virginia Department of Transportation, Division of Highways, dated January 15, 1998, of record in Deed Book 461, at Page 742.
16. Right of Way to Monongahela Power Company dated July 5, 1984, of record in Deed Book 364, at Page 213.
17. Easement to Elkins-Randolph County Airport Authority dated October 31, 1986, of record in Deed Book 380, at Page 232.
18. Such state of facts as appears on that certain "Plat of Division Survey for Coastal Forest Resources Company", dated May 25, 2017, prepared by Leon G. Mallow Surveying, Inc.
19. Any area of a gap between the described line of a previous survey of the Nine-Riggelman tract and the deed line, being a strip west of and adjacent to the line from Corner No. C10 to C1, as depicted on the above-referenced Plat.

Exceptions numbered None are hereby omitted.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



OLD REPUBLIC
National Title Insurance Company

**OWNERS AFFIDAVIT
RESIDENTIAL PROPERTY**

(to Induce Sale and/or Loan on Premises and Title Insurance Coverage)

STATE OF _____,

COUNTY OF _____, to-wit:

The undersigned owners being first duly sworn on oath, deposes and says, that they are the owners of property known as:

21.03 acres situate on the south side of Corridor H and North of Randolph County Route 11, in Leadsville District, Randolph County, West Virginia

MECHANICS LIEN

That no time within 120 days of the date hereof has any work, services, or labor been done, or any fixtures, apparatus or material been furnished, in connection with, or to, the said premises, except such material, fixtures, work, apparatus, labor or services as have been fully and completely paid for; that there is no claim or indebtedness to anyone for any labor, fixtures, apparatus, material services, or work done to, upon, or in connection with, the said premises; that there is no claim or indebtedness; that there is no mechanics lien claim against said premises, whether of record or otherwise;

CONTRACTS & CONVEYANCE

That no agreement or contract for conveyance, or deed, conveyance, written lease, or writing whatsoever, is in existence, adversely affecting the title to said premises, except that in connection with which this affidavit is given;

POSSESSION MARITAL STATUS

That there are no parties in possession of said premises other than the undersigned;
That the undersigned are single/married (if married spouse must join herein);

JUDGMENTS

That there are no judgments affecting the premises;

BANKRUPTCY TAXES & ASSESSMENTS

That protection under applicable Bankruptcy laws has not been applied for by the undersigned or any party in interest in the property.

That there are no unpaid or delinquent real estate taxes or assessments against said premises;

WATER & SEWER

That there are no unpaid or delinquent water or sewer service charges against said premises;



OLD REPUBLIC
National Title Insurance Company

This affidavit is made to induce the Purchase of and/or a Loan secured by premises described herein and insurance of the Lien thereof.

COASTAL FOREST RESOURCES COMPANY

By _____

Its _____

Subscribed and sworn to before me a notary public in and for the County and State aforesaid this ____ day of _____, 20__17

My Commission expires: _____

Notary Public