



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

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. 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 Terry Lee Ward (Deed Book 563, at Page 602), from which a 16 inch chestnut oak bears S 45° 00' W, 9.60 feet, thence with said Ward for part of a line

S 39° 20' E, 656.93 feet to Corner No. C6, a set $\frac{3}{4}$ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap on a steep hillside, on the west side of a power line clearing at the remains of an old wire fence intersection, two small white oaks and a chestnut oak called for, from which a found 5/8 inch rebar, a corner to Tracie L. George (Deed Book 441, at Page 533), a corner to Sharon Thomas (Deed Book 432, at Page 747) and a corner to Craig Arbogast (Deed Book 518, at Page 164) bears N 78° 33' W, 29.26 feet; a found 34 inch chestnut oak bears N 33° 10' W, 13.60 feet, a found 7/8 inch rebar, Corner No. W4 to City of Elkins Deed Book 356, at Page 22, bears S 80° 31' W, 228.15 feet and a found 5/8 inch rebar at an old wire fence corner, a corner to Farrah Bonnell (Deed Book 542, at Page 322) and corner to said Ward, bears N 26° 24' W, 396.62 feet, (see overlap as shown by shading on the attached surveying drawing), thence with said Arbogast for part of a line and then Hinzman, and in part along the remains of an old wire fence

S 20° 48' W, at 580.60 feet crossing a found 20 inch marked white oak with wire, corner to Harvey Hinzman (Deed Book 457, at Page 30) in all 867.07 feet to a set $\frac{3}{4}$ inch by 42 inch rebar with a 2-3/4 inch diameter orange plastic cap on the western right-of-way of Randolph County Route 11 (Ferguson Road and former US Route 33), 30 feet west of the centerline, thence with the right-of-way of said County Route 11

S 50° 33' W, 265.06 feet to Corner No. C8, a set $\frac{3}{4}$ inch by 42 inch rebar with a 2-3/4 inch diameter orange plastic cap, on the western right-of-way of said Randolph County Route 11, 30 feet from the centerline thereof, being 25 feet northeast of a paved driveway and on the southwest side of John Ball Run, a stake on the south side of John Ball Run called for, a corner to David Kent Moss (Deed Book 374, at Page 344), from which the inlet of a box culvert at John Ball Run bears N 78° 00' E, 33.50 feet, an old water valve with concrete bears S 33° 45' E, 6.00 feet and another water valve bears S 39° 17' W, 10.85 feet, thence with said Moss

N 36° 27' W, 480.52 feet to Corner No. C9, a found 5/8 inch rebar, a corner to said Moss and a corner to a survey of the former Nine tract (now Kenneth Rigglesman, 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 corner, at

the mouth of a hollow and 48 feet northeast of John Ball Run, thence with a former surveyed line of the said Nine tract

N 36° 23' W, 792.01 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 painted line of the said former survey of the Nine tract, but not 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 through the parent Coastal tract of Deed Book 325, at Page 271 and in part along a ridge for two lines

N 71° 59' E, 556.66 feet to Corner No. C5A, a set ¾ 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

N 47° 56' E, 434.07 feet to Corner No. C5, the beginning, containing a Gross Area of 21.88 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 exclusive of a 0.99 acre out-sale to the City of Elkins, as contained in Deed Book 356, at Page 22, and described as follows:

Beginning at Corner No. W1, a found bent over ¾ inch rebar at the northwest edge of a Monongahela Power Company 20 foot wide road right-of-way in Deed Book 233, at Page 491, set a ¾ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap at the base thereof, thence

N 26° 52' W, 261.06 feet to Corner W2, a found 3/4 inch rebar on a hillside, placed a stone pile around said rebar, thence

N 63° 05' E, 190.40 feet to Corner No. W3, a found ¾ inch rebar on the western right-of-way of Monongahela Power Company Deed Book 233, at Page 491, 50 feet west of the power line, thence with said right-of-way

S 26° 52' E, 156.26 feet to Corner No. W4, a found 7/8 inch rebar at the intersection of said power line right-of-way and road right-of-way, from which a power pole bears S 0° 55' E, 42.80 feet and a set ¾ inch rebar with plastic cap, Corner No. C6 of the outside boundary, bears N 80° 31' E, 228.15 feet, thence with the western limits of said 20 foot road right-of-way for two lines

S 23° 05' W, 160.59 feet to Corner No. W5, a found buried and bent over ¾ inch rebar, set a ¾ inch by 30 inch rebar with a 2-3/4 inch diameter orange plastic cap at the base thereof,

S 61° 44' W, 67.46 feet to Corner No. W1, the beginning, containing 0.99 acres; **leaving a Net Area of Tract II as 20.89 acres**, 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. C9 to C10;

Subject to 0.20 Acre of overlap area by adjoining tracts along the line from Corner No. C6 and C7.

BUSCH, ZURBUCH & THOMPSON, PLLC

By:


Authorized Signatory

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

SCHEDULE B-Section 1

No. OR427

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

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 16' 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 Highway, 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. Deed and Easement Agreement to The City of Elkins, dated July 22, 1983, of record in Deed Book 356, at Page 22.
19. Right of Way to West Virginia and Maryland Power Company dated April 8, 1924, of record in Deed Book 140, at Page 212.
20. 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.
21. 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. C9 to C10, as depicted on the above-reference Plat.

22. 0.20 Acre of overlap area by adjoining tracts along the line from Corner No. C6 and C7, as depicted on the above-reference Plat.

Exceptions numbered None are hereby omitted.

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:

20.89 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 _____, 2017.

My Commission expires: _____

Notary Public