Fidelity National Title Insurance Company

Transaction Identification Data for reference only:
Issuing Agent: Acquisition Title and Settlement Agency, Inc.
Issuing Office: 3140 Chaparral Drive, C-107, Roanoke, VA 24018
ALTA® Universal ID: 1069515
Loan ID Number:
Commitment Number: ATS-428-20
Issuing Office File Number: 20-36060-R
Property Address: 2030 Mentow Drive, Huddleston, VA 24104
Revision Number:

SCHEDULE A

1. Commitment Date: 09/15/2020 at 8:00 AM

2. Policy to be issued:
   (a) ALTA Homeowner's Policy
   Proposed Insured: **Woltz & Associates**
   Proposed Policy Amount: **$312,900.00**

3. The estate or interest in the Land described or referred to in this Commitment is fee simple

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
   Sharon Frances Archer Crouch, devisee of the Estate of Haywood Lewis Crouch

5. The Land is described as follows:
   Property description set forth in "Exhibit A" attached hereto and made a part hereof.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Acquisition Title and Settlement Agency, Inc.
3140 Chaparral Drive
C-107
Roanoke, VA 24018
DeAnn K Murphy
Authorized Signatory

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Fidelity National Title Insurance Company

File No. 20-36060-R

Commitment No. ATS-428-20

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. 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.

   Duly authorized and executed Deed from Sharon Archer Crouch, to TBD, to be executed and recorded at closing.

5. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Receipt of fully completed Owners' Affidavit.

7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

8. A Deed of Trust from Haywood Lewis Crouch and Sharon A. Crouch to TRSTE, Inc., Trustee(s), securing an indebtedness to Wachovia Bank, NA, in the amount of $139,500.00, dated July 28, 2003 and recorded on August 27, 2003 as Instrument #030018097 in the official records of Bedford County Clerk of Circuit Court to be satisfied and released.

9. Payment of any taxes that may be assessed as a result of insured premises being currently assessed under the "land use" program.

10. Certification that there are no federal judgment liens docketed against TBD

11. Certification that no federal and state taxes have been assessed against the estate of Haywood Lewis Crouch; or, if the estate is subject to such taxes, certification that same have been paid.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

File No. 20-36060-R

Commitment No. ATS-428-20

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.

2. Those taxes and special assessments which become due and payable subsequent to Date of Policy

3. Subject to the Easement of Chesapeake and Potomac Telephone Company, recorded in Book 294, Page 372 in the official records of the Bedford County Clerk of Circuit Court.

4. Subject to the Easement of Commonwealth of Virginia, recorded in Book 466, Page 611 in the official records of the Bedford County Clerk of Circuit Court.

5. Subject to the Easement of Chesapeake and Potomac Telephone Company of Virginia, recorded in Book 746 in the official records of the Bedford County Clerk of Circuit Court.

6. Rights of others thereto entitled, in and to the continued, uninterrupted flow of the natural watercourses located crossing insured premises, as shown on the recorded plat of subdivision.

7. Rights of others in and to the use of Old Parsons Road as shown on plat in Deed book 161, page 42

8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

NOTE: Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."

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Fidelity National Title Insurance Company

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

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Fidelity National Title Insurance Company

File No. 20-36060-R

Commitment No. ATS-428-20

EXHIBIT A
Property Description

A certain tract or parcel of land situate in Otter Magisterial District, Bedford County, Virginia, more particularly described as follows:

Beginning at 1, a post oak on the east side of the Calloway Road, thence to "4" as run by S. S. Lynn (mag. dec. zero) N 69 degs. 50' E. 774 ft. to 2, a stone, N. 72 degs. 15' E. 1100 ft. to 3, a black oak, S. 40 degs. 15' E. 1205 ft. to 4, a Spa. Oak, thence to "5" as given in old deed, and varied to true meridian, following the Parson's Road, S 24 W. 528 ft., S. 39 degs. 30' W 528 ft. S. 51 W. 396 ft., S 43 W. 290 ft. to 5, the center of the Calloway Road, thence along the center of the Calloway Road to "6", as run by S. S. Lynn, N. 71 degs. 15' W. 65 ft. N. 62 W. 204 ft. N. 53 degs. 45' W. 284 ft. N. 61 W. 206 ft. to 6, corner of the Howell-Wilson tracts (located N 34 E 30' from a line Flint), thence up the center of the road to "1", as run by Wm. A. Goad (mag. dec. about 1 deg. 30' W) N. 81 W. 544.5 ft. N. 72 degs. 30' W. 330 ft. N. e W. 264 ft. N. 23 E. 231 ft. N. 5 W. 198 ft. N. 47 W 231 ft. N. 45 degs 30' E. 264 ft. N. 20 degs 30' E. 66 ft. to the beginning, and containing 85 acres.

Less and Except that portion conveyed to the Commonwealth of Virginia in Deed Book 466, page 611.

Less and Except a lot described as containing approximately two-thirds acre, more or less, being triangular in shape and bounded on the east by the right of wya line of the newly improved Virginia Secondary Route No. 628, which separated said lot from original tract of Haywood Lewis Crouch, as conveyed to

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COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "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.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in 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.

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 shall not be 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:
      (i) 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.

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(b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(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 and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, 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.
(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 and authenticated by a person authorized by the Company.
(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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.

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Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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, Fidelity National Title Insurance Company, a Florida 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 Policy Amount 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.

Fidelity National Title Insurance Company

By: _____

SEAL

ATTEST _____ President

_____ Secretary

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