



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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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27C165B46

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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-222-22
 Issuing Office File Number: 22-39808-R
 Property Address: Lancaster Hills Subdivision, Henry, VA 24503
 Revision Number: 1

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$90,400.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, and reservations contained in instrument recorded in Deed Book 695, page 496, 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.
4. Subject to the Easement of Appalachian Power Company, recorded in Book 272, Page 634 in the official records of the Henry County Clerk of Circuit Court.
5. Subject to the Easement of Central Telephone Co of Virginia, recorded in Book 280, Page 190 in the official records of the Henry County Clerk of Circuit Court.
6. 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."

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

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Fidelity National Title Insurance Company

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. 22-39808-R

Commitment No. ATS-222-22

EXHIBIT A Property Description

All of those certain tracts or parcels of land belonging situate in the Blackberry Magisterial District of Henry County, Virginia, situate off the Westerly side of State Route 698 being designated as FORTY EIGHT (48) Lots of Lancaster Hills Subdivision shown on Plat of Lancaster Hills, Blackberry District, Henry County, Virginia by J. Walter Jones, CLS, dated November 1968 recorded in Map Book 59, page 40 of the Henry County Circuit Court Clerk's Office and being Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 49, 50, 51, 62, 52, 53, and 61 (a total of 48 lots) of said Lancaster Hills all as shown on the said plat and being part of property conveyed unto the grantors herein by Deeds in Book 120, page 87 and Deed Book 204, page 177 and Deed Book 204, page 698 as recorded in the Henry County Circuit Court Clerk's Office,

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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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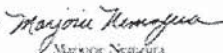
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President

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 Proposed Policy Amount: **\$5,000.00**
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4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
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**SCHEDULE B, PART I
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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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
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10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes

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due arising from the Estate; and

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

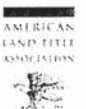
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**SCHEDULE B, PART II
Exceptions**

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 Appalachian Power Company, recorded in Book 272, Page 634 in the official records of the Henry County Clerk of Circuit Court.
4. Subject to the Easement of Central Telephone Co of Virginia, recorded in Book 280, Page 190 in the official records of the Henry County Clerk of Circuit Court.
5. 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."

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. 22-39809-R

Commitment No. ATS-223-22

EXHIBIT A Property Description

All that certain lot or parcel of land, situated in on the North side of Ridge Lane, (State Route 1260) Blackberry District, Henry County, Virginia, known, numbered and designated as Lot 1, Lancaster Hills Subdivision, as shown on map of record in the Henry County Circuit Court Clerk's Office in Map Book 67, page 14, and also as shown on Plat of Survey for William E. Gillispie, prepared by Lawrence W. Cockram, LLS on April 5, 1989, recorded in the aforesaid Clerks' Office in Deed Book 494, page 219.

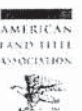
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COMMITMENT CONDITIONS

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

- (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: 
Michael J. Neelan
President

ATTEST: 
Marjorie Nemzova
Secretary

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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-224-22
 Issuing Office File Number: ~~22-398~~22-R
 Property Address: 280 Smith Road, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy

Proposed Insured:	Woltz and Associates
Proposed Policy Amount:	\$23,700.00
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39822-R

Commitment No. ATS-224-22

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. 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."

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. 22-39822-R

Commitment No. ATS-224-22

EXHIBIT A Property Description

All that certain lot or parcel **of land**, **situated** in the Horsepasture (now Blackberry) District, near the old E. J. Pannill Place, on the northwest side of the public road leading from the Renfro Store location to the State Highway (sometimes known as the Bull Mountain Road) being Lot No. 1 as shown on map of property of Abe Hagwood, made by W. C. Trent, C.L.S.;, on January 39, 1942, and bounded and described as follows:

BEGINNING at a point on the Northwest margin of said public road; thence off North 86 deg. West 265 feet to a corner with Lot No. 6 as shown on said map; thence with the line of the latter lot, North 46 deg East 307.4 feet to a corner with Lot No. 2 as shown on said map; thence with the line of the latter lot S. 44 deg. 45 min. East 190.2 feet to said public road; thence with the Northwest margin of said road South 43 deg. 15 min. West 60 feet, South 47 deg. West 77.8 feet to the point of beginning, containing one acre.

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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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Hernandez
Secretary

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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-225-22
 Issuing Office File Number: 22-39821-R
 Property Address: Rocky Knob Mobile Home Park, Henry, VA 24112
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$199,400.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K Murphy

By:

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

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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes

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Fidelity National Title Insurance Company

due arising from the Estate; and

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39821-R

Commitment No. ATS-225-22

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, recorded in the official records of the Henry County Clerk of Circuit Court.
4. Rights of others thereto entitled, in and to the continued, uninterrupted flow of the creek located crossing the insured premises, as shown on the recorded plat of subdivision.
5. Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1 (g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises.
6. Rights of parties in possession due to unrecorded leases.
7. 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."

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

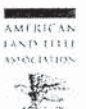
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Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any 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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EXHIBIT A
Property Description

All of that certain lot or parcel of land lying of of State Route # 679, in the Blackberry District of Henry County, Virginia, containing 43.78 acres, more or less, as shown on recorded plat for Glenn V. Hardee, Arren H. Hardee and Helen H. Cole, which said map was prepared by W. C. Brown, C.L.S., is dated April 20, 1962, and dated July 30, 1965, and also see Map Book 44, page 51, and described as follows, to-wit:

BEGINNING at a stake 14 feet south of a spring; thence North 20 degrees 30 minutes West 100 feet; thence North 66 degrees 36 minutes East 1250.92 feet; thence South 20 degrees 30 minutes East 541 feet to an iron; thence South 62 degrees 20 minutes West 1277.50 feet to an iron; thence South 56 degrees 57 minutes West 773.20 feet to an iron at an oak stump; thence North 85 degrees 56 minutes West 1125.04 feet to an iron; thence North 23 degrees 27 minutes East 458 feet to an iron; thence North 65 degrees 27 minutes East 1481.70 feet to the point of beginning.

LESS AND EXCEPT all that certain lot or parcel of land lying off the north side of State Route 687, in the Blackberry District of Henry County, Virginia, containing 13.51 acres as shown on survey for Otis Joyce as prepared by Interstate Engineering-Surveying on April 28, 1980, and described as follows, to-wit:

BEGINNING at an iron in the line of Abe Hagwood's property at the dividing line between the 1.89 acre tract and the 13.51 acre tract; thence with the 1.89 acre tract, | North 17 degrees 42 minutes East 538.88 feet; thence with Smith's line, North 65 degrees 27 minutes East 557.74 feet to the center of a creek; thence up said creek as it meanders, thence South 11 | degrees 24 minutes 40 seconds East 211.39 feet; thence South 48 degrees 06 minutes East 176.48 feet; thence North 83 degrees 30 minutes 40 seconds East 52.49 feet; thence South 9 degrees 43 minutes 50 seconds East 98.95 feet; thence South 63 degrees 06 minutes 30 seconds East 143.61 feet; thence South 81 degrees 17 minutes 50 seconds East 156.69 feet; thence South 73 degrees 57 minutes East 144.57 feet; thence leaving said creek, South 57 degrees 51 minutes 10 seconds West 493.64 feet to an iron in an oak stump; thence with Hagwood's line, North 85 degrees 56 minutes West 921.02 feet to the point of beginning, and being a part of a 43.78 acre tract as conveyed unto Otis C. Joyce by Arbra Della Adkins, et vir, by a deed dated April 20, 1979, and recorded in the Henry County Circuit Court Clerk's Office in Deed Book 304, page 295.

FURTHER LESS AND EXCEPT all that certain lot or parcel of land lying off the north side of State Route 687, in the Blackberry District of Henry County, Virginia, containing 1.89 acres as shown on survey for Otis Joyce as prepared by Interstate Engineering- Surveying on April 28, 1980, and described as follows, to-wit:

BEGINNING at an iron in the line of Abe Hagwood's property at the dividing line between the 13.51 acre tract and the 1.89 acre tract; thence North 85 degrees 56 minutes West 204.02 feet to an iron; thence North 24 degrees 45 minutes 25 seconds East 461.93 feet to an iron; thence North 65 degrees 27 minutes East 191.17 feet to an iron; thence with the line of the 13.51 acre tract, South 17 degrees 42 minutes West 538.88 feet to the point of beginning, and being a part of a 43.78 acre tract as conveyed unto Otis C. Joyce by Arbra Della Adkins, et vir, by a deed dated April 20, 1979 and recorded in the Henry County Circuit Court Clerk's Office in Deed Book 304, page 295.

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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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nelson
President

ATTN: 
Marjorie Nemura
Secretary

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27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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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-202-22
Issuing Office File Number: 22-39784-R
Property Address: 78 McKinley Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/08/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$22,900.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39784-R

Commitment No. ATS-202-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes

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Fidelity National Title Insurance Company

due arising from the Estate; and

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39784-R

Commitment No. ATS-202-22

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. 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."

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. 22-39784-R

Commitment No. ATS-202-22

EXHIBIT A Property Description

All those two lots or parcels of land situated on the East margin of a private roadway as shown on Plat of Survey for Ulysses Norman by J. A. Gustin & Associates, C.L.S., dated March 3, 1972, recorded in the Henry County Circuit Court Clerk's Office in Map Book 53, page 79, and being bounded and described as follows, to-wit:

PARCEL "A"

BEGINNING at a stake on the East margin of private roadway, corner with McKinley Easley; thence with said roadway North 8 deg. 37 min. 52 sec. West 45.52 feet to iron stake, corner with Parcel "B" herein conveyed; thence with parcel "B" North 38 deg. 03 min. 30 sec. East 106.93 feet to stake; thence 24 deg. 20 min. 32 sec. East 102.33 feet to 12 inch pine, old fence line; thence with Easley's line South 70 deg. 29 min. 02 sec. West 107.49 feet to beginning, being Parcel "A", containing 0.166 acre.

PARCEL "B"

All that certain tract or parcel of land adjoining Parcel "A", being known and designated as Parcel "B", as shown on Plat of Survey for Ulysses Norman y J. A. Gustin & Associates, CLS, dated March 3, 1972, recorded in the Henry County Circuit Court Clerk's Office in Map Book 53, page 79, being bounded and described as follows, to-wit:

BEGINNING at an iron on the East margin of said private roadway, with Parcel "A"; thence with the East margin of said roadway North 2. deg. 20 min. West 57.44 feet to stake; thence leaving said roadway, North 32 deg. 11 min. 48 sec. East 66.42 feet to 20 inch sycamore; thence South 63 deg. 47 min. 47 sec. East 56.26 feet to iron stake, corner with Parcel "A"; thence South 38 deg. 03 min. 20 sec. West 106.58 feet to beginning, being Parcel B containing 0.103 acre.

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Fidelity National Title Insurance Company

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.

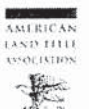
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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Remington
Secretary

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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-190-22
 Issuing Office File Number: 22-39777-R
 Property Address: 48 McKinley Drive, Martinsville, VA 24112
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/08/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$37,800.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, to Woltz and Associates, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39777-R

Commitment No. ATS-190-22

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 Lee Easley and Savannah Easley, recorded in the official records of the Henry County Clerk of Circuit Court.
4. Subject to the Easement of Lee Telephone Company, recorded in Book 131, Page 294 in the official records of the Henry County Clerk of Circuit Court.
5. Subject to the Easement of Henry County Public Service Authority, recorded in Book 304, Page 86 in the official records of the Henry County Clerk of Circuit Court.
6. Subject to the Easement of Henry County Public Service Authority, recorded in Book 305, Page 92 in the official records of the Henry County Clerk of Circuit Court.
7. Subject to the Easement of McKinley Easley, recorded in Book 322, Page 124 in the official records of the Henry County Clerk of Circuit Court.
8. Subject to the Easement of Bassett Furniture Industries, Inc, recorded as Instrument #05-296 in the official records of the Henry County Clerk of Circuit Court.
9. 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

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Fidelity National Title Insurance Company

income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."

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. 22-39777-R

Commitment No. ATS-190-22

EXHIBIT A Property Description

All that certain tract or parcel of land, situated on the southwest side of Stat Route 1265 (McKinley Drive) at its intersection with State Route 712 (Mary Hunter Drive), being Tracts 97 and 97C containing .2223 acre, more or less, as shown on Plat of Survey for Elsie Lee Wright, dated October 2, 1996, revised August 19, 1999, as prepared by Larry G. Rakes, L.L.S., recorded in the aforesaid Clerk's Office in Map Book 851, Page 716.

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Fidelity National Title Insurance Company

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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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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-198-22
 Issuing Office File Number: 22-39779-R
 Property Address: 80 McKinley Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/08/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$29,300.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K. Murphy

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. 22-39779-R

Commitment No. ATS-198-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39779-R

Commitment No. ATS-198-22

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. 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."

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. 22-39779-R

Commitment No. ATS-198-22

EXHIBIT A Property Description

All that certain tract or parcel of land situated a short distance Southwest of Bassett in the Blackberry (formerly Horsepasture) Magisterial District of Henry County, Virginia, and being bounded and described according to a Map of Property of James Barbour, prepared by C. M. Wyatt, Surveyor, dated April 1, 1950, as follows, to-wit: BEGINNING at a new corner stake on the East margin of the road leading to the residence of J. James Barbour and Thelma Barbour; thence off a new line North 39 deg. East 413 feet to a stake; thence off South 68 deg. East 160 feet to a 16 inch beech in the old line; thence off with the tract of W. P. Hancock South 38 1/2 deg. West 300 feet to a walnut tree, a corner with McKinley Easley; thence with said Easley line South 70 1/2 deg. West 235 feet to a stake on the East margin of said road; thence with the East margin of said road North 38 feet to beginning, and containing 1.3 acres according to said map. For further particulars as to the property herein conveyed, reference is here had to that certain map legended "Property of Robert L. and Stella Norman, Situated in Earley Hollow, West of Bassett", prepared by C. M. Wyatt, Surveyor, dated October 13, 1960, recorded in the Henry County Circuit Court Clerk's Office in Deed Book 438, Page 259.

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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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Hernandez
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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--227-22
 Issuing Office File Number: 22-39823-R
 Property Address: 1250 Jarrett Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$13,500.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K Murphy

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. 22-39823-R

Commitment No. ATS--227-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce 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. Receipt of newly created description that adequately defines, describes and locates premises to be insured AND this description must be used in the document(s) creating the estate or interest to be insured, subject to approval by this Company.
9. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
10. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
11. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or

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Fidelity National Title Insurance Company

3) The Company must be provided with:

- a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
- b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and
- c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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 Appalachian Power Company, recorded as Instrument #04-6001 in the official records of the Henry County Clerk of Circuit Court.
4. Subject to the Easement of Appalachian Power Company, recorded as Instrument #06-6498 in the official records of the Henry County Clerk of Circuit Court.
5. 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."

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. 22-39823-R

Commitment No. ATS--227-22

EXHIBIT A Property Description

Lot 1, 1.395 acres as shown on plat of record in Map Book 93, page 227.

SETTLEMENT AGENT TO PROVIDE A MORE COMPLETE AND ACCURATE DESCRIPTION OF THE PROPERTY
HEREIN CONVEYED.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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.

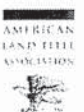
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Fidelity National Title Insurance Company

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: 
Michael J. Nolin
President

ATTEST: 
Marjorie Nemura
Secretary

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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-229-22
 Issuing Office File Number: 22-39816-R
 Property Address: 1163 Jarrett Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy

Proposed Insured:	Woltz and Associates
Proposed Policy Amount:	\$44,100.00
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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AMERICAN
LAND TITLE
ASSOCIATION





Fidelity National Title Insurance Company

File No. 22-39816-R

Commitment No. ATS-229-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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. 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."

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. 22-39816-R

Commitment No. ATS-229-22

EXHIBIT A Property Description

All that certain tract or parcel of land, situated on the southwest side of State Route 679, Blackberry District of Henry County, Virginia, and being a part of a 26.225 acres tract shown on Plat of Survey for Walter L. and Mary Y. Preston, dated March 17, 1986, as prepared by Larry G. Rakes, C.L.S., (not recorded), now designated as Lot 1 containing 0.459 acre, more or less, all as shown on Plat of Survey for Riely G. Preston, dated April 6, 1989, as prepared by J. A. Gustin & Associates, P.E. & L.L.S., of record in the Henry County Circuit Court Clerk's Office in Deed Book 495, page 555.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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 EXTRACTIONAL 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: 
Michael J. Nolan
President

ATTEN: 
Mayra Nunez
Secretary

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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-225-22
 Issuing Office File Number: 22-39820-R
 Property Address: 3220 Columbus Drive, Martinsville, VA 24112
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$27,700.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K Murphy

By:

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

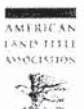
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**SCHEDULE B, PART I
Requirements**

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 OJimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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. Receipt of newly created description that adequately defines, describes and locates premises to be insured AND this description must be used in the document(s) creating the estate or interest to be insured, subject to approval by this Company.
9. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
10. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
11. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:

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- a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
- b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and
- c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

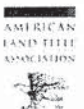
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SCHEDULE B, PART II
Exceptions

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 Appalachian Power Co, recorded in Book 163, Page 260 in the official records of the Henry County Clerk of Circuit Court.
4. Subject to the Easement of Lee Telephone Company, recorded in Book 172, Page 116 in the official records of the Henry County Clerk of Circuit Court.
5. 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."

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. 22-39820-R

Commitment No. ATS-225-22

EXHIBIT A Property Description

Lot 4, 1.805 acres, as shown on plat recorded in Map Book 88, page 581

SETTLEMENT AGENT TO PROVIDE A MORE COMPLETE AND ACCURATE DESCRIPTION OF THE PROPERTY
HEREIN CONVEYED.

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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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

- (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 EXTRACTIONAL 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemora
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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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-205-22
 Issuing Office File Number: 22-39788-R
 Property Address: 36 Valentine Court, Martinsville, VA 24112
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/07/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$47,700.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39788-R

Commitment No. ATS-205-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is **subject** to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39788-R

Commitment No. ATS-205-22

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. Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1 (g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises.
4. Rights of parties in possession as to unrecorded leases
5. 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."

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. 22-39788-R

Commitment No. ATS-205-22

EXHIBIT A Property Description

All of that certain tract of ~~parcel of land as~~ shown on map showing mobile home subdivision, lots, Section A, B, C, D and Lot 1-6 Section E, developed by Carver Estates, Inc., as prepared by Shanks and Wilmarth, Engineers and Surveyors, dated February 15, 1970, and revised September 8, 1970, recorded in the Henry County Circuit Court Clerk's Office in Map Book 47, page 2, and being more particularly described as follows, to-wit:

BEGINNING at a point on the West margin of Valentine Court which point of beginning is the corner of Lots 23 and 24; thence with the boundary between said Lots, North 59 degrees 36 minutes 30 seconds West 121.61 feet to a corner of a back line for a tier of lots; thence North 30 degrees 23 minutes 30 seconds East 100 feet to Valentine Court, South 35 degrees 37 minutes 02 seconds East 57.44 feet to a point; thence a right hand curve South 11 degrees 39 minutes 34 seconds East 103.22 feet to the point of the beginning, and being all of Lot 23, Section A on aforesaid map and containing 0.140 acres.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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

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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Neuzgata
Secretary

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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-204-22
 Issuing Office File Number: **22-39787-R**
 Property Address: Fairystone Park Highway, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/04/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$24,500.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K. Murphy

By:

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

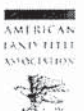
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Fidelity National Title Insurance Company

File No. 22-39787-R

Commitment No. ATS-204-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39787-R

Commitment No. ATS-204-22

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. Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1 (g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises.
4. Rights of parties in possession due to unrecorded leases.
5. 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."

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. 22-39787-R

Commitment No. ATS-204-22

EXHIBIT A Property Description

BEGINNING at a stake on the South margin of State Highway 57 at the point of intersection with the East margin of State Road 675; thence with the South margin of State Highway 57, South 85° East 100 feet and) North 86° 30" East 129 feet to a culvert under said State Highway; thence off from said State Road and up Craig branch South 30° West 169 feet to a point; thence South 81° East 26 feet and along another branch, South 39° East 40 feet to a rock in the latter said branch; thence South 30° West 110 feet to a Spanish Oak six inches in diameter; thence North 58° 30" West 95 feet crossing Craig branch to a beech tree and continuing North 44° 30" West 101 feet to a stake on the East margin of State Road 675; thence with the East margin of said State Road North 30° East 40 feet, North 16° East 50 feet and North 11° 15" East 50 feet to the point of BEGINNING, the same continuing 1.21 acres.

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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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Fidelity National Title Insurance Company

- (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.

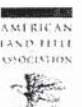
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Fidelity National Title Insurance Company

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 EXTRACTIONAL 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Semenza
Secretary

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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-203-22
Issuing Office File Number: 22-39785-R
Property Address: 45 Salinas Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$69,600.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39785-R

Commitment No. ATS-203-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39785-R

Commitment No. ATS-203-22

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. 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."

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. 22-39785-R

Commitment No. ATS-203-22

EXHIBIT A Property Description

All those twenty-one (21) certain lots or parcels of land, situated on the North margin of State Road #672, also known as the County Line Road, in Horsepasture District, Henry County, Virginia, said lots being known and designated as Lots Nos. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 2;2, 33, 34, 35, 36, 37, 38 and 39, inclusive, as shown on map of property of William H. Miles, made by C. G. Meredith, C.L.S., in April, 1960, said map recorded in the Henry County Circuit Court Clerk's Office in Map Book 15, Page 80.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemaska
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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-192-22
Issuing Office File Number: 22-39776-R
Property Address: 185 Hephill Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$387,000.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39776-R

Commitment No. ATS-192-22

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 of Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39776-R

Commitment No. ATS-192-22

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. 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."

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. 22-39776-R

Commitment No. ATS-192-22

EXHIBIT A Property Description

All that certain lot or parcel of land lying and being in the Blackberry Magisterial District of Henry County, Virginia, being known and designated as Lot 2, Section A, as shown on a plat made by A.M. Barnard dated March 12, 1970, entitled "Plat for R.G. Manning", which said plat shows a subdivision of several lots all of which are located off of State Route 687.

Together with a permanent and perpetual right-of-way and easement over and along those roads shown on the aforesaid Plat for R.G. Manning.

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Fidelity National Title Insurance Company

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 EXTRACTIONAL 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nenzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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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-201-22
 Issuing Office File Number: 22-39782-R
 Property Address: Bartlow Drive - Lot 42, Henry, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/04/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$800.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39782-R

Commitment No. ATS-201-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39782-R

Commitment No. ATS-201-22

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. 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."

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. 22-39782-R

Commitment No. ATS-201-22

EXHIBIT A Property Description

All that certain lot or parcel of land, situated southwest of Stone's Dairy, near the waters of Blackberry Creek, in Blackberry District, Henry County, Virginia, said lot being known and designated as Lot #42 situated on the south margin of an unnamed street and being shown on record plat for Bar-M Corporation, made by W. C. Brown, C. L. S., dated December 8, 1972, said map of record in the Henry County Circuit Court Clerk's Office in Map Book 69, page 59.

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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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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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-199-22
 Issuing Office File Number: 22-39780-R
 Property Address: 263 Graceland Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/04/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$41,100.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K. Murphy

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. 22-39780-R

Commitment No. ATS-199-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39780-R

Commitment No. ATS-199-22

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 VA Tel. and Tel Telephone Company, recorded in Book 245, Page 200 in the official records of the Henry County Clerk of Circuit Court.
4. 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."

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

File No. 22-39780-R

Commitment No. ATS-199-22

EXHIBIT A Property Description

All of that certain lot or parcel of land, situated on the West margin of Slate Road 881, which leads into State Highway 57 near Mount Herman Church in Horsepasture District of Henry County, Virginia, said lot being known and designated as Lot No. B-1, as shown on map of property of J. H. Eanes, made by J. A. Trent, C.L.S., on June 14, 1956, and more recently shown on Record Plat for Elsie H. Wright, dated November 25, 1963, and prepared by W. C. Brown, C.L.S., of record in the Henry County Circuit Court Clerk's Office in Map Book 24, P. 36; and said lot being bounded and described according to said map as follows, to-wit:

BEGINNING at a stake, a corner between Lot No. B, now owned by Wirt and Lot B-1; said stake being situated on the East margin of State Road 881; thence with Wirt's line, South 65 degrees, 17 minutes East 220.27 feet to a stake, and continuing with Wirt's line, South 14 degrees, 49 minutes, East 166 feet to a stake in the line of Lot C; thence with the line of Lot C, South 88 degrees, 30 minutes, West 310.44 feet to a stake on the East margin of State Road 88a; thence with the East margin of said State Road, North 8 degrees, 30 minutes, West 71 feet, and North 9 degrees, East 214.5 feet to the point of beginning. the same containing 1.46 acres according to said map.

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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzova
Secretary

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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-192-22
Issuing Office File Number: 22-39763-R
Property Address: 488 Sanville Heights, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$13,000.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39763-R

Commitment No. ATS-192-22

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 of Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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 Mary Ann Truner to Judy M. Niblett, Trustee(s), securing an indebtedness to Tony Lee Millner, Jr., in the amount of \$3,000.00, dated July 26, 2006 and recorded on September 22, 2006 as Instrument #06-5641 in the official records of Henry County Clerk of Circuit Court to be satisfied and released.
9. Satisfaction and release of record the judgment in favor of Patrick Henry National Bank, against Mary Ann Turner, dated October 5, 2004, docketed October 19, 2004, in Judgment Lien Docket Book 040003367, in the original amount of \$592.23, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
10. Satisfaction and release of record the judgment in favor of Carilion Healthcare Corporation, against Mary Ann Turner and David Lee Turner, dated February 3, 2012, docketed May 11, 2012, in Judgment Lien Docket Book 120000983, in the original amount of \$475.50, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
11. Satisfaction and release of record the judgment in favor of Lea Hylton by Geigo; Subrogee, against Mary Ann Turner, dated June 14, 2013, docketed December 23, 2013, in Judgment Lien Docket Book 130003346, in the original amount of \$1,931.18, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.

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Fidelity National Title Insurance Company

12. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
13. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
14. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and
 - c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39763-R

Commitment No. ATS-192-22

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. Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1 (g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises.
4. Parties in possession due to unrecorded leases.
5. 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."

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. 22-39763-R

Commitment No. ATS-192-22

EXHIBIT A Property Description

All that certain lot or parcel of land, ~~situated~~ on the Northeast margin of a 40 foot road, State Route 686 Extension, Blackberry District, Henry County, Virginia, containing 0.75 acre, being described according to prior deed as follows, to-wit: BEGINNING at a point on the Northeast margin of a 40-foot road, known as State Route 686 Extension; thence, running along said road South 13 deg. 16 min. East, 182.50 feet; thence continuing along said road South 34 deg. 15 min. West 57.38 feet as it meanders to a point; thence, continuing along said road South 81 deg. 47 min. West, 107.50 feet to a point; thence leaving said road, North 13 deg. 16 min. West, 225 feet to a point; thence, North 81 deg. 47 min. East 150 feet to the point of Beginning.

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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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B46

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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: 
Michael J. Nolan
President

ATTENT: 
Marjorie Nenzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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-193-22

Issuing Office File Number: 22-39774-R

Property Address: 8 Grace Drive, Bassett, VA 24055 and Lot 10 Grace Lane, Henry, VA 24055

Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy

Proposed Insured:	Woltz and Associates
Proposed Policy Amount:	\$241,200.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Property 1: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
Property 2: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Otis Joyce
Estate by deed from Grantor recorded with Henry County Clerk of Circuit Court.
4. 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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

File No. 22-39774-R

Commitment No. ATS-193-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39774-R

Commitment No. ATS-193-22

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 Robert L. Govonia and Marjorie A. Govoni, recorded in Book 387, Page 493 in the official records of the Henry County Clerk of Circuit Court.
4. 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. (WILL APPEAR IN THE OWNER'S POLICY ONLY)

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."

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. 22-39774-R

Commitment No. ATS-193-22

EXHIBIT A Property Description

Property 1:

All that certain tract or parcel of land situated in the Blackberry Magisterial District of Henry County, Virginia, on the West side of a 30-foot right-of-way road space leading to State Route #687, which parcel contains by survey approximately 2.124 acres, and is known and designated as Parcel "A", all as is more clearly shown that certain Plat of Survey for Robert L. Govoni and Marjorie A. Govoni, prepared by Lawrence W. Cockram, L.L.S., dated January 25, 1983, and of record in the Clerk's Office of the Circuit Court of Henry County in Map Book 77, page 102.

Property 2:

All that certain lot or parcel of land situated in Blackberry Magisterial District of Henry County, Virginia, on the West side of a 30-foot right-of-way road space and being known and designated as Lot 10 as shown on "Deed Sketch ~ Out-A-Ways Apartments", prepared by A. M. Barnard, C.L.S., dated November 17, 1979, and of record in the Clerk's Office of the Circuit Court of Henry County in Map Book 73, page 52; and more recently shown on that certain Plat of Survey for Robert L. Govoni and Marjorie A. Govoni, prepared by Lawrence W. Cockram, L.L.S., dated January 25, 1983, and of record in the aforesaid Clerk's Office in Map Book 77, page 102, and which lot is more particularly described according to the last mentioned plat as follows, to-wits: BEGINNING at a point on the Western side of a 30-foot right-of-way road space as shown on the aforesaid plat, said point being the Southeast corner of Lot 10; thence along said road space North 5 deg. 31 min. 02 sec. East 100 feet to an iron pin set; thence from that said point and with the dividing line between Lots 11A, 11B and Lot 10 herein conveyed, North 84 deg. 28 min. 58 sec. West 150 feet to an iron pin set; thence from that said point South 5 deg. 31 min. 02 sec. West 100.00 feet to an iron pin set marking the dividing line between Lot 9 and Lot 10 herein conveyed; thence from that said point and with said dividing line South 84 deg. 28 min. 58 sec. East 150 feet, more or less, to an iron pin set situated on the Westerly margin of a 30-foot right-of-way road space and being the point of beginning;

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nematova
Secretary

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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-194-22

Issuing Office File Number: 22-39771-R

Property Address: Oakgrove Park Lane, Henry, VA 24055 and Oakgrove Park Lane, Henry, VA 24055

Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy
 - Proposed Insured: **Woltz and Associates**
 - Proposed Policy Amount: **\$78,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
Property 1: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
Property 2: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in of Otis Joyce Estate by deed from Grantor recorded with Henry County Clerk of Circuit Court.
4. 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. 22-39771-R

Commitment No. ATS-194-22

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 of Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:

- 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
- 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
- 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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due arising from the Estate; and

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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. Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1 (g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises.
4. Rights of parties in possession due to unrecorded leases.
5. Subject to the Easement of Lee Telephone Company, recorded in Book 218, Page 626 in the official records of the Henry County Clerk of Circuit Court.
6. Subject to the Easement of Lee Telephone Company, recorded in Book 231, Page 290 in the official records of the Henry County Clerk of Circuit Court.
7. 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."

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

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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. 22-39771-R

Commitment No. ATS-194-22

EXHIBIT A Property Description

Property 1:

All of those three (3) certain lots or parcels of land, being Lots No. 15, 18, and 19, as shown on plat for R. G. Manning as prepared by A. M. Barnard, CLS, on March 12, 1970, and recorded in the Henry County Circuit Court Clerk's Office in Map Book 77, page 6, Lots 18 and 19 situated on the west side of a 40-foot roadway leading to State Route 687, and Lot 15 lying in the rear of Lot 18, all in the Blackberry District of Henry County, Virginia.

Property 2:

All that certain lot or parcel of land lying and being in the Blackberry Magisterial District of Henry County, Virginia, and being known and designated as Lot 16, 17, and 20 as shown on & Pat for R.G. Manning dated March 12, 1970, which said plat was made by A.M. Barnard and is recorded in the Henry County Circuit Court Clerk's Office in Map Book 77, page 86.

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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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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-197-22
Issuing Office File Number: 22-39767-R
Property Address: 208 Hephill Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy

Proposed Insured:	Woltz and Associates
Proposed Policy Amount:	\$37,500.00
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39767-R

Commitment No. ATS-197-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes

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due arising from the Estate; and

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39767-R

Commitment No. ATS-197-22

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 Lee Telephone Company, recorded in Book 172, Page 168 in the official records of the Henry County Clerk of Circuit Court.
4. 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."

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. 22-39767-R

Commitment No. ATS-197-22

EXHIBIT A Property Description

All that certain lot or parcel of land lying and being in the Blackberry Magisterial District of Henry County, Virginia, and being situated off of the East side of State Route 687 on the East side of a 45-foot right-of-way and being known and designated as Lot 4, Section B, as shown on a plat of subdivision for R.G. Manning, which said plat was made by Lawrence W. Cockram and is dated May 12, 1983, and is recorded in the Henry County Circuit Court Clerk's Office in Map Book 77, page 86.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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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-206-22
 Issuing Office File Number: 22-39789-R
 Property Address: 140 Carson Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/07/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$13,000.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K Murphy

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. 22-39789-R

Commitment No. ATS-206-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured ~~is~~ subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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**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 Central Telephone Company of Virginia, recorded in Book 310, Page 567 in the official records of the Henry County Clerk of Circuit Court.
4. Subject to the Easement of Central Telephone Co of Virginia, recorded in Book 830, Page 383 in the official records of the Henry County Clerk of Circuit Court.
5. Subject to the Easement of Bassett Furniture Industries, Inc, recorded as Instrument #05-925 in the official records of the Henry County Clerk of Circuit Court.
6. 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."

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

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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. 22-39789-R

Commitment No. ATS-206-22

EXHIBIT A Property Description

BEGINNING at a point on the southeasterly side of State Route 753, at a point marking the dividing line between Lots "B" and "A", and running from said beginning point and with said State Route No. 753, N. 46 deg. 0 min. E. 70.60 feet to a point; thence leaving said State Route No. 753, S. 56 deg. 20 min. E. 55 feet to a point; thence S. 38 deg. 0 min., W. 87.30 feet to a point marking the dividing line between Lots "A" and "B" and thence with said last mentioned dividing line, N. 40 deg. 34 min. W. 65.96 feet to the point of beginning, and being all of Lot "A" as more particularly shown on a "Record Plat for Conel S. Martin, et ux", prepared by J. A. Gustin & Associates, CE & LS, dated July 31, 1965, and of record in the Henry County Circuit Court Clerk's Office in Map Book 46, at page 34.

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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;
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 - (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

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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemata
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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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-196-22
Issuing Office File Number: 22-39765-R
Property Address: 225 Moses Moore Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$34,000.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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. 22-39765-R

Commitment No. ATS-196-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39765-R

Commitment No. ATS-196-22

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 Appalachian Power Company, recorded as Instrument #10-4012 in the official records of the Henry County Clerk of Circuit Court.
4. 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."

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. 22-39765-R

Commitment No. ATS-196-22

EXHIBIT A Property Description

All that certain lot or parcel of land situated in the Blackberry District of Henry County, Virginia, on the northwest side of Virginia Secondary Road 923 and the westerly side of the Old Ridge Road, which lot contains according to a survey 0.82 acre, all as is more clearly shown on a plat of survey for Emanuel Moore, prepared by Fred O. Shanks, Jr., CLS, dated May 8, 1979, and recorded in the Henry County Circuit Court Clerk's Office in Map Book 72, page 61.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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 EXTRACTIONAL 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemazee
Secretary

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AMERICAN
LAND TITLE
ASSOCIATION





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-207-22
Issuing Office File Number: 22-39790-R
Property Address: 959 Mary Hunter Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/07/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$53,600.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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 Bassett Furniture Industries, Inc, recorded as Instrument #05-926 in the official records of the Henry County Clerk of Circuit Court.
4. 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."

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

File No. 22-39790-R

Commitment No. ATS-207-22

EXHIBIT A Property Description

All that certain piece or parcel of land situated Northwest of Bassett, Reed Creek District, Henry County, Virginia, being known and designated as Lot 8, on 2 certain map known as Map and Subdivision of Property belonging to the Heirs of Moses E. Moore (deceased). prepared by J. A. Trent, C.L.S.. dated May 18, 1944. of record in the Henry County Circuit Court Clerk's Office in Map Book 16, Page 67.

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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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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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-208-22
Issuing Office File Number: 22-39791-R
Property Address: 1408 Summit Road, Martinsville, VA 24112
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/07/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$5,000.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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SCHEDULE B, PART II
Exceptions

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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. 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."

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. 22-39791-R

Commitment No. ATS-208-22

EXHIBIT A Property Description

All of that certain lot or parcel of land shown on "Plat of Carver Estates, Henry County- Virginia, Horsepasture District Map Showing Resubdivision of Lots for Carver Estates, Inc" prepared by Shanks and Wilmarth, dated September 10, 1974, revised October 1, 1974, and recorded in the Henry County Circuit Court Clerk's office in Map Book 61, page 64, and being all of Lot '5X, Section E, and more particularly described as follows, to-wit:

Beginning at a point located on the northeasterly side of Summit Road at the corner of Lots 5X and 6X; thence with the boundary line of said lots, North 54 degrees 22 minutes 58 seconds East 121.34 feet to a point on a back line for a tier of lots; thence South 39 degrees 46 minutes 40 seconds East 60.14 feet to a point; thence a new line South 54 degrees 22 minutes 58 seconds West 125.74 feet to a point located on Summit Road; thence with Summit Road, North 35 degrees 37 minutes 02 seconds West 60 feet to the point of beginning, and being all of Lot 5X, Section E containing 0.17 acre.

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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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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-200-22

Issuing Office File Number: 22-39781-R

Property Address: 1512 Crestridge Road, Bassett, VA 24055 and 1514 Crestridge Road, Bassett, VA 24055

Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/09/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$23,500.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
 Property 1: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
 Property 2: fee simple, and title to the estate or interest in the Land is at the Commitment Date vested in Otis Joyce
 Estate by deed from Grantor recorded with Henry County Clerk of Circuit Court.
4. 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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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. Notwithstanding anything contained in this policy to the contrary, the Land, as defined in Paragraph 1 (g) of the CONDITIONS of this policy, does not include the title to any manufactured home located on the insured premises.
4. Rights of parties in possession due to unrecorded leases.
5. 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."

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. 22-39781-R

Commitment No. ATS-200-22

EXHIBIT A Property Description

Property 1:

All that certain lot or parcel of land situated on and near the West side of State Road #698, Blackberry District, Henry County, Virginia, being known and designated as Lot "C," containing 0.902 acres, as shown on record plat for Mary Ruth Bowman, by Marvin E. Searce, CLS, dated March 14, 197, of record in the Henry County Circuit Court Clerk's Office in Map Book 59, page 44,.

Property 2:

All that certain lot or parcel of land situated on and near the West side of State Road #698, Blackberry District, Henry County, Virginia, being known and designated as Lot "B" containing 0.895 acres, as shown on record plat for Mary Ruth Bowman, by Marvin E. Searce, CLS, dated March 14, 197, of record in the Henry County Circuit Court Clerk's Office in Map Book 59, page 44,.

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Fidelity National Title Insurance Company

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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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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-209-22
Issuing Office File Number: 22-39793-R
Property Address: 194 Mary Hunter Drive, Martinsville, VA 24112
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/08/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$6,000.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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Fidelity National Title Insurance Company

c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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 Lee Telephone Company, recorded in Book 131, Page 278 in the official records of the Henry County Clerk of Circuit Court.
4. Subject to the Easement of Henry County Public Service Authority, recorded in Book 304, Page 86 in the official records of the Henry County Clerk of Circuit Court.
5. Subject to the Easement of Henry County Public Service Authority, recorded in Book 585, Page 114 in the official records of the Henry County Clerk of Circuit Court.
6. 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."

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

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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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EXHIBIT A
Property Description

PARCEL I:

All of that certain lot or parcel of land situated on the north margin of State Road 712 leading from the Blackberry Road across Graves Knob to Bassett on the branch waters of Blackberry Creek in the Blackberry District of Henry County, Virginia, said lot being bounded and described according to map of Property of George W. Reynolds, made by W. C. Brown, C.L.S., on January 30, 1960, and recorded in the Henry County Circuit Court Clerk's Office in Map Book 18, page 97, as follows, to-wit:

BEGINNING at a stake on the northwest margin of State Road 712, said stake being near the southeast corner of a cafe building; thence off from said State Road, North 75 degrees 42 minutes East 37.74 feet to an iron stake and North 87 degrees 22 minutes East 80.26 feet crossing a branch to a stake; thence South 27 degrees 23 minutes West 74.75 feet recrossing said branch to a stake on the north margin of said State Road; thence with the North margin of said State Road, North 50 degrees 15 minutes West 61.42 feet and North 68 degrees 04 minutes West 38.02 feet to the point of beginning, the same containing 0.08 acre according to said map.

PARCEL II:

All that certain tract or parcel of land, lying and being on the Northeast side of State Route 712, Blackberry District of Henry County, Virginia, being all of Tract "B" containing 0.115 acre as shown on Map of R. L. Brammer Property made by J. A. Trent, C.L.S., on September 28, 1946, recorded in the Henry County Circuit Court Clerk's Office in Map Book 3, Page 284;

The property herein conveyed has been resurveyed and has been combined with a 0.08 acre tract previously conveyed to Otis C. Joyce and re-designated as Tract 1X containing 0.202 acres, as shown on Plat of Survey for Otis C. Joyce and Zada C. Joyce, dated April 22, 1999, as prepared by Terry A. Waller, L.L.S., recorded in the aforesaid Clerk's Office as an attachment to Instrument #010006296.

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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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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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemata
Secretary

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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-210-22
Issuing Office File Number: 22-39794-R
Property Address: 575 Colonial Hill Drive, Bassett, VA 24055
Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/07/2022 at 8:00 AM
2. Policy to be issued:
(a) ALTA Owner's Policy
Proposed Insured: **Woltz and Associates**
Proposed Policy Amount: **\$90,000.00**
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:
Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K. Murphy

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. 22-39794-R

Commitment No. ATS-210-22

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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and

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c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39794-R

Commitment No. ATS-210-22

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. 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."

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

Commitment No. ATS-210-22

File No. 22-39794-R

EXHIBIT A Property Description

All that certain tract or parcel of land, situated in the Reed Creek District of Henry County, on the northwesterly side of U. S. Route 220 and on the Northerly side of State Route 669 (Colonial Hill Drive), which tract contains by survey 1.215 acres, and is now known and designated as Parcel 3, all as is more clearly shown on that certain Plat of Survey for Henry J. Fisher and Lynn Wehlau-Fisher, prepared by J. A. Gustin & Associates, P.E. & L.L.S., dated May 27, 1988, recorded in Henry County Circuit Court Clerk's Office in Map Book 82, Pages 2112 and 2113.

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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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

- (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 EXTRACTIONAL 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Neumann
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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AMERICAN
LAND TITLE
ASSOCIATION





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-221-22
 Issuing Office File Number: 22-39805-R
 Property Address: 197 Hephill Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$40,300.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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

DeAnn K. Murphy

By:

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

File No. 22-39805-R

Commitment No. ATS-221-22

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 Otis Joyce Estate, 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. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
9. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
10. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and
 - b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and
 - c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor,

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Fidelity National Title Insurance Company

devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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Fidelity National Title Insurance Company

File No. 22-39805-R

Commitment No. ATS-221-22

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. 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."

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. 22-39805-R

Commitment No. ATS-221-22

EXHIBIT A Property Description

All that certain lot or parcel of land lying and being in the Blackberry Magisterial District of Henry County, Virginia, being known and designated as Lot 3, Section A, as shown on a plat made by A.M. Barnard dated March 12, 1970, entitled "Plat for R.G. Manning™", which said plat shows a subdivision of several lots all of which are located off of State Route 687.

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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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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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-228-22
 Issuing Office File Number: 22-39810-R
 Property Address: 208 McKinley Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$97,600.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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. Recordation of Plat of Survey prepared by Terry A. Waller, LLS. and reference to be included in the legal description
9. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
10. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
11. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured (the minimum premium is \$250); and

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Fidelity National Title Insurance Company

- b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and
- c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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 T8 Unison Site Management, LLC, recorded as Instrument #11-3467 in the official records of the Henry County Clerk of Circuit Court.
4. Terms and Provisions of Lease Agreement between Otis C. Joyce and Zada C. Joyce and Virginia RSA #4, Inc. recorded in Deed Book 789, page 710.
5. 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."

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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EXHIBIT A
Property Description

PARCEL 1:

All that certain tract or parcel of land situated on an outlet road leading to State Road No. 712 in the Blackberry District; Henry County, Virginia, and being bounded and described according to record plat for Shirley Jane Esters and James Savoy Esters by Marvin E. Searce, C.L.S., dated March 23, 1971, as follows, to-wit:

BEGINNING at stake at the outlet road, corner with Jesse Morrison; thence with Morrison's line, North 47 degrees East 105.81 feet to iron stake; thence North 47 degrees West 158.51 feet to iron stake; thence South 31 degrees 17 minutes West 117.63 feet to iron stake; thence South 51 degrees 19 minutes East 127.61 feet to point of beginning, containing 0.36 acre.

PARCEL 2:

All that certain parcel or tract of land: situated near outlet roadway leading to State Road No. 712 and being near State Road No. 950 in the Early Hollow Section of Blackberry District, Henry County, Virginia, said land being bounded and described according to record plat for James Savoy Esters by Marvin E. Searce, C.L.S., dated August 3, 1971, as follows, to-wit:

BEGINNING at a stake at the Southeast corner of the 0.36 acre tract conveyed to James Savoy Esters by Alex Cheatem; thence with the James Savoy Esters line North 47 degrees West and continuing with Shirley Jane Esters' line 290.33 feet to iron stake thence North 68 degrees 55 minutes East 162.61 feet to iron stake; thence South 13 degrees 15 minutes East 125.51 feet to iron stake; thence North 54 degrees 29 minutes East 109.83 feet to stake; thence South 19 degrees 07 minutes East 89.17 feet to stake; the: South 37 degrees 21 minutes West 143.17 feet to point of beginning containing 0.77 acre.

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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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Fidelity National Title Insurance Company

- (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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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-220-22
 Issuing Office File Number: 22-39804-R
 Property Address: 3153 Columbus Drive, Bassett, VA 24055
 Revision Number: 0

SCHEDULE A

1. Commitment Date: 03/10/2022 at 8:00 AM
2. Policy to be issued:
 (a) ALTA Owner's Policy
 Proposed Insured: **Woltz and Associates**
 Proposed Policy Amount: **\$40,300.00**
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:
 Jimmy Wayne Joyce, Anita Frances Quinn and Cynthia B. Grindstaff, devisees of the Estate of Otis C. Joyce
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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**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 Jimmy Wayne Joyce, Executor of the Estate of Otis C. Joyce,, 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. Recordation of Plat of Survey prepared by Terry A. Waller dated September 24, 2006 and reference to said plat to be included in the legal description
9. Satisfaction and release of record the judgment in favor of PHC Martinsville, Inc., against Cynthia Grindstaff docketed November 4, 2009, in Judgment Lien Docket Book 09-3506, in the original amount of \$1,162.93, plus cost and interest; or receipt of an affidavit satisfactory to the company stating that the present owner herein is not the same defendant shown in said judgment.
10. Receipt of fully executed No Financing Affidavit from Otis Joyce Estate
11. In order to issue the proposed policy(ies) without estate exception, the Company must be furnished PRIOR TO SETTLEMENT:
 - 1) The entire net proceeds must be held in escrow in accordance with the terms of a Decedent's Estate Indemnity and Escrow Agreement-Secured to be completed and executed by the Executor, devisees or heir of decedent; or
 - 2) Receipt by the Company of a satisfactory corporate surety bond covering the estate of Otis C. Joyce approved by Company Counsel prior to closing; or
 - 3) The Company must be provided with:
 - a. Hazardous-risk premium in the amount of \$2.00 per thousand based on the sales price of the land to be insured

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(the minimum premium is \$250); and

- b. Letter signed by the Executor, devisees or heirs of the decedent certifying that there are no federal estate taxes due arising from the Estate; and
- c. Decedent's Estate Indemnity and Escrow Agreement-Unsecured to be completed and executed by the Executor, devisees or heirs of the decedent.

IN THE EVENT THAT THIS REQUIREMENT IS NOT SATISFIED, THE FOLLOWING WILL APPEAR IN THE FINAL POLICY(IES):

The property to be insured is subject to the following exception to coverage due to the death of Otis C. Joyce on November 12, 2021.

Possible debts of said decedent(s), or against estate; Possible federal and state estate taxes; possible appeal of the Last Will and Testament of said decedent(s); Possible discovery and probate of a later Will of said decedent(s)."

NOTE 1: If a Power of Attorney is used by any devisee or heir, it must specifically provide for the execution of the Decedent's Estate Indemnity and Escrow Agreement or form Indemnity and be furnished to the Company for approval.

NOTE 2: Any seller/estate take back financing must be reported to and approved by the Company prior to closing

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

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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. 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."

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. 22-39804-R

Commitment No. ATS-220-22

EXHIBIT A Property Description

All that certain lot or parcel of land lying on the eastern side of State Route No. 680, in the Blackberry District of Henry County, Virginia, being known and designated as Tract 1, containing 1.702 acres, as shown on plat of Survey for Robert M. Wray and Margaret R. Wray, prepared by J. A. Gustin & Associates, dated December 26, 1984.

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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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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Fidelity National Title Insurance Company

- (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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