Authorized Signatory

## SCHEDULE A Revision A – 11/7/2022

Title No. <b>PRO-22-4306W-73</b>		File No. <b>PRO-22-4306W-73</b>
1.	Commitment Date: June 14, 2022	
2.	Policy or Policies to be issued:	Amount of Insurance
	(a) ALTA Owner's Policy (6-17-06)	\$6,800.00
	Proposed Insured:	
	THE THEOFILOS G. BALABANIS TRUST FUND F/B/O THE GEORGE T. AND ELIZABETH P. BALABANIS CHARITABLE FOUNDATION	
	(b)	
	Proposed Insured:	
3.	The Fee Simple interest in the land described in this Commitment is owned,	at the Commitment Date, by
	T R Properties, Inc.	
4.	The land referred to in the Commitment is described as follows:	
	See continuation of Schedule A for legal description	
Counte	rsigned:	
1528 N	ional Title Associates [arrow Passage Road nan, VA 24066	
	Elveca L. Leller	

# SCHEDULE A CONTINUED

Title No. PRO-22-4306W-73

File No. PRO-22-4306W-73

### LEGAL DESCRIPTION

Located in the County of Henry, State of Virginia:

All that 10 foot strip of land "reserved by The Chatmoss Corporation" located along the rear of Lots 31 through 43 and the northern and western sidelines of the "reserved" space to the rear of Lots 44 through 52 of Block 1, Section 2 of The Chatmoss Corporation Property as shown on a map thereof entitled "Subdivision Map of Chatmoss Court for the Chatmoss Corporation" prepared by J. A. Gustin & Associates, CLS, July 19, 1965, recorded in Map Book 30, pages 30 and 30A of the Henry County Circuit Court Clerk's Office, to which reference is here made for a more complete description of the property herein conveyed.

## **SCHEDULE BI**

### REQUIREMENTS

Title No. PRO-22-4306W-73

File No. PRO-22-4306W-73

The following requirements must be met:

- Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - a. Duly authorized Deed from T R Properties, Inc. to THE THEOFILOS G. BALABANIS TRUST FUND F/B/O THE GEORGE T. AND ELIZABETH P. BALABANIS CHARITABLE FOUNDATION.
  - b. Duly authorized Deed from THE THEOFILOS G. BALABANIS TRUST FUND F/B/O THE GEORGE T. AND ELIZABETH P. BALABANIS CHARITABLE FOUNDATION to (TO BE DETERMINED).
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
- 6. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
- 7. No recorded deed of trust or mortgage on the Land was found in a search of the land records.

  Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the Land intended by the mortgagee, lender or noteholder to be paid with closing proceeds.
- 8. Proof, satisfactory to this Company that seller/borrower is a valid and subsisting corporation in its state of incorporation and that execution and delivery of the document(s) required herein is/are pursuant to a valid resolution of its board of directors, or such must be certified as proper by approved attorney.
- 9. Examination of the appropriate public records in the name(s) of the unnamed purchasers of the land to be insured and described in this title commitment, and disclosure to the Company of all United States liens thereby revealed. Unless released of record or otherwise disposed of to the satisfaction of the Company, judgments in favor of the United States will appear as exceptions in Schedule B of the final policy.

OR

Certification of Approved Attorney that there are no docketed federal judgment liens against the purchasers.

10 Certification from settlement agent that they have made independent verification through the PACER system that the seller and/or borrowers are not in bankruptcy.

## SCHEDULE B – PART I CONTINUED

Title No. PRO-22-4299W-36 to 41

File No. PRO-22-4299W-36 to 41

11. Certification by Approved Attorney that Trustee(s) has/have full and complete power and authority to sell described property pursuant to and in accordance with the terms and provisions of the Trust Agreement under which title is held and vested and further that all provisions of such Trust have been complied with concerning the transaction and there is no violation of any of the provisions thereof, and that the trust is still in effect and has not been amended.

NOTE: THIS COMPANY MAY TAKE OTHER REQUIREMENTS AND/OR EXCEPTIONS UPON RECEIPT AND REVIEW OF THE ABOVE-LISTED DOCUMENTS.

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.

### **SCHEDULE BII**

#### **EXCEPTIONS**

Title No. PRO-22-44306W-73

File No. PRO-22-44306W-73

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
- 1. Those taxes becoming due and payable subsequent to the date of the policy.
- 2. Rights of tenants or parties in possession.
- 3. General Permit recorded in Deed Book 154, Page 37.
- 4. Right of way Easement recorded in Deed Book 155, Page 357.
- 5. General Permit recorded in Deed Book 156, Page 236.
- 6. Right of way Easement recorded in Deed Book 156, Page 388.
- 7. Deed of Easement recorded in Deed Book 161, Page 326.
- 8. Deed of Easement recorded in Deed Book 164, Page 395.
- 9. Deed and Easement recorded in Deed Book 164, Page 396.
- 10. Deed and Easement recorded in Deed Book 164, Page 576.
- 11. Deed of Easement recorded in Deed Book 165, Page 440.
- 12. Easement recorded in Deed Book 183, Page 190.
- 13. Deed of Easement recorded in Deed Book 183, Page 454.
- 14. Deed of Easement recorded in Deed Book 185, Page 471.
- 15. Right of way and Easement Agreement recorded in Deed Book 188, Page 114.
- 16. Deed of Easement recorded in Deed Book 191, Page 306.
- 17. Deed of Easement recorded in Deed Book 242, Page 697.
- 18. Deed of Easement recorded in Deed Book 309, Page 489.
- 19. Agreement recorded in Deed Book 217, Page 497.
- 20. Easement recorded in Deed Book 361, Page 146.
- 21. Utility Easement recorded in Deed Book 451, Page 604.

## SCHEDULE B – PART II CONTINUED

Title No. **PRO-22-4306W-73** File No. **PRO-22-4306W-73** 

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- 23. Utility Easement recorded in Deed Book 522, Page 191.
- 24. Utility Easement recorded in Deed Book 532, Page 182.
- 25. Utility Easement recorded in Deed Book 533, Page 273.
- 26. Deed of Easement recorded in Deed Book 535, Page 508.
- 27. Deed of Easement recorded in Deed Book 537, Page 73.
- 28. Deed of Easement recorded in Deed Book 594, Page 123.
- 29. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008468.
- 30. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008469.
- 31. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008470.
- 32. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008471.
- 33. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008472.
- 34. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008473.
- 35. Communication Systems Right of way and Easement Deed recorded as Instrument No. 020008474.
- 36. Setback lines, easements, rights of way and all terms and conditions set forth on the plat of subdivision recorded in Plat Book 30, Pages 30 & 30A.
- 37. Rights of tenants or parties in possession.
- 38. 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.

## SCHEDULE A Revision A – 11/7/2022

Title No	o. PRO-22-4307W-74 to 81	File No. <b>PRO-22-4307W-74 to 8</b> 1			
1.	Commitment Date: June 14, 2022				
2.	Policy or Policies to be issued:	Amount of Insurance			
	(a) ALTA Owner's Policy (6-17-06)	\$151,100.00			
	Proposed Insured:				
	THE THEOFILOS G. BALABANIS TRUST FUND F/B/O THE ELIZABETH P. BALABANIS CHARITABLE FOUNDATION	GEORGE T. AND			
	(b)				
	Proposed Insured:				
3.	The Fee Simple interest in the land described in this Commitment is ov	wned, at the Commitment Date, by			
	T R Properties, Inc.				
4.	The land referred to in the Commitment is described as follows:				
	See continuation of Schedule A for legal description				
Counter	rsigned:				
1528 N	ional Title Associates arrow Passage Road an, VA 24066				

Authorized Signatory

## SCHEDULE A CONTINUED

Title No. PRO-22-44307W-74 to 81

File No. PRO-22-44307W-74 to 81

#### LEGAL DESCRIPTION

Located in the County of Henry, State of Virginia:

## PARCEL 1: (Mt Olivet) - TM #43.5(000 )000/075 & TM #43.5(000 )000/076 M #43.5(000 )000/075

TRACT 1. All that certain tract or parcel of land lying and being in the Martinsville District of Henry County, Virginia, and being more particularly bounded and described as follows: Beginning at an iron corner with C. T. Clark; thence a new line South 14 deg, 54' West 606 feet to a stake; thence continuing a new line South 87 deg. 00' West 1601 feet to a stake in C. T. Clark's line; thence North 52 deg. 49' East 152.9 feet to an iron; thence South 46 deg. 06' East 20.45 feet to a stake; thence North 45 deg. 03' East 1347 feet to a White Oak; thence South 40 deg. 40' East 287.7 feet to a stake; thence South 63 deg. 40' East 367.6 feet to a stake; thence North 88 deg. 24' East 147 feet to the point of beginning, containing 21.8 acres, more or less, according to map and survey of property of The Chatmoss Corporation, made by J. A. Trent, CLS, September 24, 1955.

LESS AND EXCEPT that portion of Tract 1 previously conveyed to Thomas V. Wells, et ux, by deed dated March 9, 1992, recorded in Deed Book 568, page 19 of the aforesaid Clerk's Office and as shown on "Plat of Survey for Thomas V. Wells and Maxine M. Wells" made by Marvin E. Scearce, February 21, 1993, recorded in Map book 85, page 212 of the same Clerk's Office.

## TM #43.5(000 )000/076

TRACT 2. All that certain tract or parcel of land lying and being in the Martinsville District of Henry county, Virginia, and being more particularly bounded and described as follows: Beginning at an iron in the northerly line of State Route #777, corner with old school building lot and C. T. Clarke; thence North 67 deg. 24' East 56 feet to a white oak, North 78 deg. 56' East 81.50 feet to a hickory; thence North 54 deg. 57' East 51.50 feet, North 52 deg. 49' East 73.60 feet (125.1 feet in all) to an iron; thence North 87 deg. East 1601 feet to an iron; thence North 14 deg. 54' East 606 feet to an iron; thence South 86 deg. 57' East 130 feet, South 77 deg. 10' East 275 feet to an iron; thence a new line South 9 deg. 10 W 787.32 feet to an iron; thence North 80 deg. 08' West 720.82 feet; thence South 71 deg. 21' West 1098.75 feet; thence North 84 deg. 25' West 209.75 feet; thence North 64 deg. 13' West 222.45 feet; thence South 86 deg. 11' West 35.85 feet to an iron; thence North 31 deg. 53' West 196.96 feet to the point of beginning, containing 20.26 acres, more or less, according to plat and survey made by W. C. Brown, CLS, September 12, 1956.

## PARCEL 2: (Lancer Ln) - TM #43.5(060 )000 /018A

All that lot or parcel of real estate located in the Iriswood District of Henry County, Virginia, on the North side of Lancer Lane (formerly Mt. Olivet Court) at or near its intersection with Mt. Olivet Road (State Route 777) designated Lot 18A as shown on "Mt. Olivet Court, Subdivision of the Property of The Chatmoss Corporation" made by J. A. Gustin &



## SCHEDULE A CONTINUED

Title No. PRO-22-44307W-74 to 81

File No. PRO-22-44307W-74 to 81

Associates, January 16, 1968, recorded in Map Book 66, page 117 of the Henry County Circuit Court Clerk's Office.

### PARCEL 3: (45 Bermuda Dr) - TM #27.1(000 )000 /001A

All those certain lots or parcels of land located on and near the State Highway leading from Bassett to Blackberry Church described and designated as Lot Nos. 1, 2, and 3 as a whole, beginning at an iron stake at the point of intersection of the Northwest margin of said State Road 698 with the Southwest margin of State Road 712 leading toward North Bassett; thence off with the southwest margin of latter road, North 35° West 155 feet to a stake at a corner of Lot No. 48; thence off with the line of latter lots, South 40°? 115 feet to the back corner between Lots No. 3 and 4, thence off with the dividing line between latter lots, South 50° East 150 feet to a stake on the Northwest margin of said State Road; thence off with the northwest margin of said road. North 40° East 75 feet to the beginning and

Lot Nos. 35 through 42, inclusive, and said residence tract as a whole: beginning at an iron stake on the East margin of the private road leading to the residence on said 20 acre tract and at the Northwest corner of Lot No. 34: thence off with the line of latter lot, North 40° East 22 feet to an iron stake at the West corner of said Lot No, 35; thence off with the back Lines of Lore No. 34 through 29, South 50° East 150 feet to the back corner between Lots No. 22 and 23; thence off with the back lines of Lots No. 22 through 7, North 40° East 400 feet to a common corner of Lots No. 6, 7, 42 and 48; thence off with the back lines of Lots No. 48 through 43, North 50° West 150 feet to the line of said residence tract; chance off with the line of Lot No. 43, North 40° east 231 feet to an iron stake in cld road leading to said residence and being located on the West margin of said Road No. 712; thence off with the West margin of latter road, North 1° East 175 feet, North 12-1/2° West 65 feet, North 24° West 91 feet to corner of 3/4 acre lot previously conveyed to George W. Reynolds and wife by deed dated December 30, 1953; thence off with the line o latter lot, South 60-1/2° West 135 feet to a corner, then North 31° West 240 feet to an iron stake at the corner of the 1.1 acre lot of said Reynolds and wife; thence off with the line of said 2.2 acre lot North 84° West 100 feet to an iron stake, a corner with the 2.2 acre lot Previously conveyed to said Reynolds and wife in said last mentioned deed; thence off with the line of latter lot, South 79° Went 495 feet to a corner, then North 33-1/2° West 188 feet to fence post (call for chestnut stump; in old line: thence with old line, North 68° West crossing branch 379 feet to a large flat rock; thence off along old line, South 31° East recrossing? branch 1557 feet, more or less, South 24° East 9. feet to an iron stake, a corner with Bowman, now or formerly thence off with said Bowman line, North 71° East 66 feet to said road leading to said residence; thence off along the West margin of said road a northerly course 166 feet to a stakes thence off North 40° East 33 feet crossing over latter road to the beginning.

## PARCEL 4: (83 Mary Hunter Dr) - TM #27.1(000 )000 /001T

All that certain lot or parcel of land situated on the West side of State Route #712, Mary Hunter Drive, Bassett, Blackberry District, Henry County, Virginia, and being shown as Lot 1T, containing 1.011 acres on Plat of Survey for Thomas E. Harbour, made by Lawrence W.



## SCHEDULE A CONTINUED

Title No. PRO-22-44307W-74 to 81

File No. PRO-22-44307W-74 to 81

Cockram, LS, dated September 11, 1997, said plat recorded herewith, and being a part of Parcel B as set forth in deed to grantors from Vilor W. Eanes, et al, by deed dated April 24, 1996, of record in the Henry County Circuit Court Clerk's Office in Deed Book 724, page 313. Reference to said map and deed is here made for a more particular description of the land hereby conveyed.

# PARCEL 5: (0 Bermuda Dr) - TM #27.1(001)000 /029, 30-34 & TM #27.1(001)000 /035, 36-42

All those six (6) certain adjoining lots or parcels of situated a short distance Southwest of Bassett, rear the Northwest margin of Stare Highway No. 698 leading from Bassett to Blackberry Church (sometimes referred to as the Blackberry Road), in Horsepasture District of Henry, County, Virginia, and being known and designated as Lot Nos, 29, 30, 31, 32, 33, and 34 as shown on map of property of H. B. Frith and E. T. Frith, made by C. M. Wyatt, Surveyor, in December, 1953, recorded in the Henry County Circuit Court Clerk's Office in Map Book 6, page 104 and said lots herein conveyed being bounded and described as a whole according to said map as follows to wit:

Beginning at a stake on the Northeast margin of the road leading to the residence located on said subdivision, a corner between Lot Nos. 28 and 29; thence off with the back lines of Nos 28 through 23 North 40° East 165 feet to the South corner of Lot No. 35; thence off with the line of latter lot North 50° West 150 feet to an iron stake in the line of the residence tract of 20 acres, more or less, thence off with the latter tract South 40° West 22 feet to a stake on the Northeast margin of said road; thence off with the Easterly margin of said road a Southerly course 217 feet to the beginning.

## PARCEL 6: (67 Mary Hunter Dr) - TM #27.1(000)000 /001S

All that certain lot or parcel of land situated on the West side of State Route #712, Mary Hunter Drive, Bassett, Blackberry District, Henry County, Virginia, and being shown as Lot 1S, containing 1.016 acres on Plat of Survey for Thomas E. Harbour, made by Lawrence W. Cockram, LS, dated September 11, 1997, said plat recorded herewith, and being a part of Parcel B as set forth in deed to grantors from Vilor W. Eanes, et al, by deed dated April 24, 1996, off record in the Henry County Circuit Court Clerk's Office in Deed Book 724, page 313, Reference to said map and deed is here made for a more particular description of the land hereby conveyed.

## **SCHEDULE BI**

### **REQUIREMENTS**

Title No. PRO-22-4307W-74 to 81

File No. PRO-22-4307W-74 to 81

The following requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - a. Duly authorized Deed from T R Properties, Inc. to THE THEOFILOS G. BALABANIS TRUST FUND F/B/O THE GEORGE T. AND ELIZABETH P. BALABANIS CHARITABLE FOUNDATION.
  - b. Duly authorized Deed from THE THEOFILOS G. BALABANIS TRUST FUND F/B/O THE GEORGE T. AND ELIZABETH P. BALABANIS CHARITABLE FOUNDATION to (TO BE DETERMINED).
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
- 6. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
- 7. No recorded deed of trust or mortgage on the Land was found in a search of the land records.

  Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the Land intended by the mortgagee, lender or noteholder to be paid with closing proceeds.
- 8. Proof, satisfactory to this Company that seller/borrower is a valid and subsisting corporation in its state of incorporation and that execution and delivery of the document(s) required herein is/are pursuant to a valid resolution of its board of directors, or such must be certified as proper by approved attorney.
- 9. Examination of the appropriate public records in the name(s) of the unnamed purchasers of the land to be insured and described in this title commitment, and disclosure to the Company of all United States liens thereby revealed. Unless released of record or otherwise disposed of to the satisfaction of the Company, judgments in favor of the United States will appear as exceptions in Schedule B of the final policy.

OR

Certification of Approved Attorney that there are no docketed federal judgment liens against the purchasers.

- 10 Certification from settlement agent that they have made independent verification through the PACER system that the seller and/or borrowers are not in bankruptcy.
- 11. Certification by Approved Attorney that Trustee(s) has/have full and complete power and authority to sell described property pursuant to and in accordance with the terms and provisions of the Trust Agreement

## SCHEDULE B – PART I CONTINUED

Title No. PRO-22-4299W-36 to 41

File No. PRO-22-4299W-36 to 41

under which title is held and vested and further that all provisions of such Trust have been complied with concerning the transaction and there is no violation of any of the provisions thereof, and that the trust is still in effect and has not been amended.

NOTE: THIS COMPANY MAY TAKE OTHER REQUIREMENTS AND/OR EXCEPTIONS UPON RECEIPT AND REVIEW OF THE ABOVE-LISTED DOCUMENTS.

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.

#### **SCHEDULE BII**

### **EXCEPTIONS**

Title No. PRO-22-44307W-74 to 81

File No. PRO-22-44307W-74 to 81

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
- Those taxes becoming due and payable subsequent to the date of the policy.
- 2. Rights of tenants or parties in possession.
- 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.

## AS TO PARCEL 2: (0 Lancer Ln)

4. Setback lines, easements, rights of way and all terms and conditions set forth on the plats recorded in Map Book 66, page 117 and Map Book 82, page 1111.

### AS TO PARCEL 4: (83 Mary Hunter Dr)

5. Setback lines, easements, rights of way and all terms and conditions set forth on the plat recorded in Map Book 89, page 429.

### AS TO PARCEL 5: (0 Bermuda Dr)

6. Setback lines, easements, rights of way and all terms and conditions set forth on the plat recorded in Map Book 6, page 104.

#### AS TO PARCEL 6: (67 Mary Hunter Dr)

7. Setback lines, easements, rights of way and all terms and conditions set forth on the plat recorded in Map Book 89, page 429.