



Fidelity National Title Insurance Company

TM #8818002000001000

SCHEDULE A

Title No. **PRO-22-4263W-2**

File No. **PRO-22-4263W-2**

1. Commitment Date: **June 6, 2022 at 8:00 am**
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's Policy (6-17-06) **\$150,700.00**
Proposed Insured:
T R Properties, Inc.
 - (b) ALTA Short Form Residential Loan Policy (12-3-12) with VA modifications \$
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:

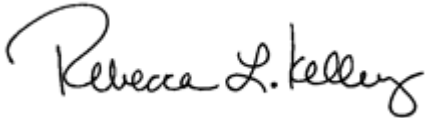
Located in the City of Danville, State of Virginia:

All of that tract of land shown as "New Lot 2A" containing 10.051 acres fronting on Westover Drive (state Highway No. 51) and Lebedon Road, as shown plat of survey dated April 15, 2003, from Brantley Reid Hanks, Martha H. Cooper and Laverne H. Campbell by John Bradner, L.S., a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Danville as Instrument No. 03-2738.

LESS AND EXCEPT that certain 1.913 acre, more or less, parcel conveyed by Deed dated March 8, 2021, recorded in the aforesaid Clerk's Office as Instrument No. 210001202.

Countersigned:

Professional Title Associates
1528 Narrow Passage Road
Buchanan, VA 24066



By: _____
Authorized Signatory



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SCHEDULE B I REQUIREMENTS

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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 {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. 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.
7. 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.

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. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
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.

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.



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SCHEDULE B II

EXCEPTIONS

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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. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations appearing of record as Instrument No. 210001396.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

3. Easements granted to:
 - a. Par 5 Development Group, LLC by instrument dated March 10, 2020, recorded as Instrument No. 210001203.
 - b. City of Danville by instrument dated August 13, 1984, recorded in Deed Book 748, page 12.
 - c. Appalachian Power Company by instrument dated January 6, 1984, recorded in Deed Book 735, page 351.
 - d. Lee Telephone Company by instrument dated June 29, 1964, recorded in Deed Book 471, page 306.
4. Setback lines, easements, rights of way and all terms and conditions set forth on the plat of subdivision recorded as Instrument No. 03-2738
5. Rights of tenants or parties in possession.
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.