

[Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: David M. Moore, Attorney

Issuing Office: David M. Moore, Attorney

Issuing Office's ALTA® Registry ID: 974714159

Loan ID Number:

Commitment Number: tbd

Issuing Office File Number: tbd

Property Address:

Revision Number:

SCHEDULE A

COMMITMENT

1. Commitment Date: November 4, 2024
2. Policy to be issued:
 - a. 2021 ALTA® Loan Policy
Proposed Insured: tbd
Proposed Amount of Insurance: \$ tbd
The estate or interest to be insured:
 - b. The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.) Fee Simple*
4. The Title is, at the Commitment Date, vested in: **Bellwood Corporation;**
5. The Land is described as follows:

Tracts 17-21, inclusive. Descriptions as recited in previous deed to Bellwood Corporation in the Office of the Clerk of the County Commission of Monroe County in Deed Book 275 at Page 576, pending any new survey lines or descriptions as the case may be, per each tract.

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ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SCHEDULE B I COMMITMENT

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. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
 - a. **Real Estate Taxes for Monroe County have been sold for delinquent 2022 taxes and must be redeemed. 2024 taxes are unpaid. (Please see copy of tax tickets attached hereto).**
5. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
6. 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.

BELLWOOD CORPORATION (MONROE COUNTY)

1. **Payment and partial release of Trust Deed Book 245 at Page 26**, there is of record an unreleased Credit Line Deed of Trust given by Bellwood Corporation, to William D. Goodwin, Trustee, dated March 24, 2014 securing Carter Bank & Trust. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination, and modified in **Trust Deed Book 283 at Page 01**, there is of record an unreleased Amended and Restated Credit Line Deed of Trust given by Bellwood Corporation, to William D. Goodwin, Trustee, dated June 30, 2020 securing Carter Bank & Trust, and further modified in **Trust Deed Book 291 at Page 667**, there is of record a First Modification to Deed of Trust by and between Bellwood Corporation and Carter Bank & Trust, dated August 1, 2021 securing Carter Bank & Trust, and further modified in **Trust Deed Book 305 at Page 442**, Raymond G. Dodson was appointed Substitute Trustee for William D. Goodwin in Trust Deed Book 283 at Page 01 and Trust Deed Book 291 at Page 667, and further modified in **Trust Deed Book 307 at page 184**, there is of record a Modification to Deed of Trust by Bellwood Corporation dated April 1, 2024 to Raymond G. Dodson, Trustee, modifying Trust Deed 283 at Page 01 and Trust Deed Book 291 at Page 667 securing Carter Bank & Trust. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination.
2. **In Assignment Book 5 at Page 578**, there is of record an unreleased Assignment of Leases, Rents, and Profits given by Bellwood Corporation to Carter Bank & Trust.
3. There is of record an unreleased UCC Financing Statement between Bellwood Corporation, debtor, and Carter Bank & Trust, secured party, recorded as **instrument/File Number 10748** on July 9, 2014, and a continuation of said Financing Statement in UCC Financing Statements Book 1 at page 1, **Instrument Number 15736** and recorded June 21, 2019.
4. There is of record an unreleased UCC Financing Statement between Bellwood Corporation, debtor, and Carter Bank & Trust, secured party, recorded as **instrument/File Number 10749** on July 9, 2014, and a

continuation of said Financing Statement in UCC Financing Statements Book 1 at page 1, **Instrument Number 15737** and recorded June 21, 2019.

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ORT Form 4757 B I
Schedule B I – ALTA Commitment 2021 v. 01.00
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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number: 24-423

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
2. Any lien or right to a lien, for services, labor or material therefore or hereafter furnished, imposed by law and not shown in the public records.
3. Rights of parties in actual possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
4. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
 - a. 2025 Taxes constitute a lien, but are not payable until July 15, 2025
5. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

BELLWOOD CORPORATION (MONROE COUNTY)

(Huber Timberland tracts):

1. A portion of this property is subject to a Declaration of Deed Restrictions for Conservation of record in **Deed Book 309 at Page 01.**
2. The following easements may affect the property under examination:
 - a. **In Deed Book 82 at Page 147**, a right of way to water was reserved (Tract 14-1B),
 - b. **In Deed Book 115 at Page 539**, to the State Road Commission of West Virginia (Tract 14-

- 1A),
- c. **In Deed Book 170 at page 32**, to C&P Telephone Company (Tract 14-1A),
 - d. **In Deed Book 198 at Page 459**, to WV Power (Tract 14-1A),
 - e. **In Deed Book 197 at Page 342**, a road right of way agreement with Robert Gunter (Tract 14-1A),
 - f. **In Deed Book 157 at Page 302**, to Virginia Electric Power Company (VEPCO),
 - g. **In Deed Book 115 at Page 541**, a construction easement to the State of West Virginia,
 - h. **In Deed Book 108 at Page 66**, to C&P Telephone Company,
 - i. **In Deed Book 107 at Page 404**, a water line right of way to Quillie Neal,
 - j. **In Deed Book 109 at Page 81**, the right to take and use water granted to Ella Neel and Carl Neel,
 - k. **In Deed Book 93 at Page 148**, to the State Road Commission of WV, (Tract 14-1B),
 - l. **In Deed Book 86 at Page 297**, to VEPCO (Tract 14-1B),
 - m. **In Deed Book 79 at Page 100**, to VEPCO (Tract 14-1B),
 - n. **In Deed Book 63 at Page 116**, water rights to H.P. Wickline (Tract 14-1F),
 - o. **In Deed Book 79 at Page 81**, to VEPCO (Tract 14-1F),
 - p. **In Deed Book 79 at Page 86**, to VEPCO (Tract 14-1F),
 - q. **In Deed Book 101 at Page 169**, to VEPCO (Tract 14-10),
 - r. **In Deed Book 82 at Page 394**, to VEPCO (Tract 14-1C),
 - s. **In Deed Book 79 at Page 97**, to VEPCO (Tract 14-1A),
 - t. **In Deed Book 83 at Page 245**, to VEPCO (Tract 14-1A)
 - u. **In Deed Book 93 at page 150**, to the State Road Commission of West Virginia.

3. The following boundary line agreements affect the property under examination:

- a. **Deed Book 161 at Page 211**,
- b. **Deed Book 177 at Page 459**,
- c. **Deed Book 190 at Page 97**.

4. Tract 19 shall be subject to a reserved easement for ingress and egress for access to Tract 20.

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Schedule B II -- ALTA Commitment 2021 v. 01.00

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