

ALTA 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 Amount of Insurance 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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27C170B46

ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - 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 is not 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.
 - b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

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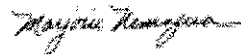


- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to 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 IS 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 closing, settlement, escrow, or any other purpose.
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.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
President



By: _____
Secretary

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

Issuing Agent: Acquisition Title and Settlement Agency, Inc.
Issuing Office: 3140 Chaparral Drive, C-107
Roanoke, VA 24018
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 25-43061-R
Issuing Office File Number: 25-43061-R
Property Address: 4842 Craig Valley Drive, New Castle, VA 24127
Revision Number: 1

SCHEDULE A

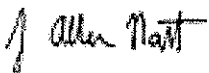
1. Commitment Date: July 10, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	Woltz & Associates
Proposed Amount of Insurance:	\$359,300.00
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Jennifer Mulligan
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

**ACQUISITION TITLE AND SETTLEMENT
AGENCY, INC.**

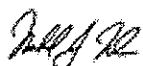
3140 Chaparral Drive, C-107, Roanoke, VA 24018
Telephone: (540) 989-0884

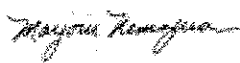
Countersigned by:



J. Allen Natt, License #1042738
Acquisition Title and Settlement Agency, Inc.,
License #

FIDELITY NATIONAL TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023


By: _____
President


By: _____
Secretary

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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 Jennifer Mulligan, to Woltz & 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 up to and including those for the first half of 2025 plus the delinquent periods, plus any penalties and interest which may accrue.
8. Certification that there are no federal judgment liens docketed against Woltz & Associates
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or fair market value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. A loan policy cannot be issued for less than the full principal debt secured; however, it may be issued in an amount up to but not to exceed 125% of the principal debt. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. Proposed Insured must be identified and if same is a corporation, partnership or limited liability company, evidence of its organization and compliance with filing requirements of its jurisdiction of origin, and the jurisdiction of the location of the property, must be furnished.
11. A Deed of Trust from Jennifer M. Mulligan to Thaddeus R. Cox, Trustee(s), securing an indebtedness to The Farmers and Merchants Bank of Craig County, in the amount of \$320,000.00, dated December 11, 2003 and recorded on December 16, 2003 as Instrument #200301329 in the official records of Craig County Clerk's Office to be satisfied and released.
NOTE: Extension filed in Instrument Number 201400359
12. Satisfaction and release of record the judgment in favor of Department of Treasury, against Jennifer Mulligan, dated 12/22/2017, docketed 01/03/2018, in Judgment Lien Docket Book 201800002, in the original amount of \$18,230.44, 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. Satisfaction and release of record the judgment in favor of Carillon RMH, against Jennifer Mulligan, dated 11/14/2012, docketed 11/15/2012, in Judgment Lien Docket Book 201300009, in the original amount of

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\$1,112.01, 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.

14. Satisfactory release of Lis Pendens dated 1/27/2017 against Jennifer Mulligan, docketed 1/30/2017 in 201700058, Deed Book 277, page 344).

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SCHEDULE B, PART II – Exceptions

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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
3. Rights or claims of parties other than the Insured in actual possession of any or all of the property. (OWNER'S POLICY ONLY)
4. Easements, or claims of easements, not shown by the public records. (OWNER'S POLICY ONLY)
5. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) that would have been disclosed by an accurate and complete land title survey of the Land. (OWNER'S POLICY ONLY)
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. (OWNER'S POLICY ONLY)
7. Terms and provisions of Road Maintenance Agreement recorded in:
 - a) Deed Book 91, page 262
 - b) Deed Book 91, page 321
8. Easement granted to Ronald E. Frith Jr, dated 7/18/2006 and recorded in Deed Book 156, page 747.
9. Easement granted to Stuart Anderson Moen and Marguerite Cook Moen dated 6/3/1994 and recorded in Deed Book 91, page 277.
10. Easement granted to Robert Ellis Underwood dated 6/3/1994 and recorded in Deed Book 91, page 266.
11. Easement granted to Jennifer Mulligan dated 6/3/1994 and recorded in Deed Book 91, page 321.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Craig, Commonwealth of Virginia and is described as follows:

BEING a 65.341 acre tract of land as described on a plat or map prepared by Balzer and Associates, Ronald R. Clark, C.L.S., entitled "Plat of Custer's First Division, Tax Parcel 86-(A)-61, Craig County, Virginia, Alleghany Magisterial District, Surveyed March 5, 1992, Job Number 920370005", recorded in the Clerk's Office of the Circuit Court of Craig County, Virginia in Deed Book 83, page 280.

LESS AND EXCEPT that certain tract or parcel of land conveyed to Robert Ellis Underwood from Jennifer Mulligan by Deed dated June 3, 1994, recorded in the Clerk's Office in Deed Book 91, page 266.

LESS AND EXCEPT that certain tract or parcel of land conveyed to Stuart Anderson Moen and Marguerite Cook Moen, husband and wife, from Jennifer Mulligan by Deed dated June 3, 1994, recorded in the Clerk's Office in Deed Book 91, at Page 277.

LESS AND EXCEPT that certain tract or parcel of land conveyed to Ronald E. Frith, Jr. from Jennifer Mulligan by Deed dated July 18, 2006, recorded in the Clerk's Office in Deed Book 156, page 747.

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**ENHANCED COVERAGE
OWNER/SELLER AFFIDAVIT
(VIRGINIA)**

STATE OF VIRGINIA
CITY/COUNTY OF _____

To: _____ (hereinafter, "the Company")

The undersigned, being first duly sworn, hereby make oath or affirm to the Company that to the best of his/her/their information, knowledge and belief, the following is true and correct:

1. Affiant(s) is/are over 18 years of age and are all of the record titleholder(s) of the above property, as more particularly described in the Commitment.
2. The property is currently used as a one-to-four family dwelling or condominium unit with a street address of _____.

3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 123-day period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Affiant(s) and that the Affiant(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 123-day period, except the following:

NONE _____ SEE ATTACHMENT HERETO _____

4. As to contracts and conveyances, no agreement or contract of sale, or deed, conveyance, written lease, or any other writing whatsoever is in existence which would adversely affect my/our title to said premises, except that in connection with which this affidavit is given.
5. As to possession, there are no parties in possession of the property or any part thereof other than the undersigned, and I/we have no notice of any adverse claim or notice that someone else has or may have interest in or right to use the land.
6. No judgment or lien has been entered and/or recorded in any court of the State or of the United States against said Affiant(s) which remains unsatisfied; that no proceedings in bankruptcy has been instituted by or against Affiant(s) in the U.S. Bankruptcy Court sitting in any State or territory of the United States within the last seven (7) years.
7. The undersigned Affiant(s) is/are single/married, and, if married, have been continuously married to each other since first taking title to the property.
8. As to taxes and assessments, there are no unpaid or delinquent real estate taxes or public or private benefit assessments against said premises; further, that there are no unpaid or delinquent water or sewer or service charges against said premises; that the Affiant(s) has/have not received notice of nor have actual knowledge of any recent or future planned improvements (such as street or alley paving, sidewalks, street lighting surface drainage, etc.) that will or might result in a special assessment against this property; that Affiant(s) have no actual knowledge of any unpaid homeowners, condominium, or other related special assessments regarding the property.
9. I/We have received no notice of the violation of any zoning law or ordinance, of any subdivision laws or ordinances or of any restrictive covenants affecting the property.
10. I/We have no actual knowledge of any encroachments of improvements onto adjoining properties including but not limited to walls or fences nor do I/we have any actual knowledge of the encroachment of improvements into drainage and utility easement areas.

11. I/We have never had my/our access (whether vehicular or pedestrian) to and from a public street disputed or limited in any way.
12. I/We have no actual knowledge of any problems relating to either the issuance of a building permit, or the failure to obtain one for any improvements to the property.
13. No proceedings in Bankruptcy have been instituted by or against me/us in any court in any state.
14. I/We agree that in consideration of the Company issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title) (the "Gap"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the Gap. The Owner further agrees to hold harmless and indemnify the Company against all losses, expenses, costs and fees (including, but not limited to, attorney fees) which may arise out of the Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. The foregoing hold harmless and indemnity shall not be effective with respect to any encumbrance, lien or other objectionable title matter which is of record at the time the documents creating the interest are delivered to the Clerk's Office for recordation or of which the Company becomes aware prior to recordation, unless the owner consents to recordation after it has been advised of the existence of such encumbrance, lien or other objectionable matter.
15. I/We understand that this Affidavit is made to induce the Company to issue an enhanced coverage owners and/or loan policy on the property without exception to any adverse matters that would be disclosed by this affidavit.
16. Affiant(s) further state(s) that he/she/they is/are each familiar with the nature of an oath; and with the penalties as provided by Virginia law for falsely swearing to statements made in an instrument of this nature.

_____(Seal)
Affiant

_____(Seal)
Affiant

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____