

[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

Commitment Number: 25-

Issuing Office File Number: 25-

Property Address:

SCHEDULE A

COMMITMENT

1. Commitment Date: September 2, 2025
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured:
Proposed Amount of Insurance: \$ TBD
The estate or interest to be insured:
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*
4. The Title is, at the Commitment Date, vested in: Bellwood Corporation.
5. The Land is described as follows:

See attached description

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.

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 2024 are paid in full.
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.
 - a. Deed from
To: TBD

BELLWOOD CORPORATION (FAYETTE COUNTY)

1. **In Trust Deed Book 928 at Page 113**, 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 in the amount of \$59,400,000.00. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination.
2. **In Trust Deed Book 928 at Page 175**, there is of record an unreleased Assignment of Leases, Rents, and Profits given by Bellwood Corporation to Carter Bank & Trust.
3. **In Trust Deed Book 1034 at Page 356**, 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 in the amount of \$191,000,000.00. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination..
4. **In Trust Deed Book 1055 at Page 98**, 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 in the amount of \$250,000,000.00. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination.
5. There is of record an unreleased UCC Financing Statement between Bellwood Corporation, debtor, and Carter Bank & Trust, secured party, recorded in **Trust Deed Book 970 at Page 643** on August 12, 2016.
6. **In Trust Deed Book 1093 at page 460**, Raymond G. Dodson was appointed as Substitute Trustee for William D. Goodwin for the deeds of trust of record in **Trust Deed Book 1034 at Page 356** and **Trust Deed Book 1055 at Page 98**.

7. **In Trust Deed Book 1097 at page 113**, there is of record a Second Modification to Deed of Trust by and between Bellwood Corporation and Carter Bank & Trust, dated April 1, 2024 securing Carter Bank & Trust in the amount of \$350,000,000.00. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination.

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ORT Form 4757 B I
Schedule B I - ALTA Commitment 2021 v. 01.00
07/01/2021

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number: 25-

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,
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 (FAYETTE COUNTY)

6. In Deed Book 648 at Page 581, there is of record a water line easement to Danese Public Service District which crosses a portion of the property described herein.
7. In Trust Deed Book 858 at page 373, there is notice that there is a Lease Agreement with New Cingular Wireless PCS, LLC on the property described herein.
8. In Deed Book 623 at Page 240, there is of record an easement for ingress and egress conveyed unto Cranberry Resources LLC.
9. In Deed Book 525 at Page 12, there is of record an easement to Appalachian Power Company (APCO).
10. Real property taxes have been assessed and paid on the property under examination through the year 2023. **Taxes for the year 2024 have been sold and are therefore delinquent and must be redeemed.** Taxes for the year 2025 are assessed in the name of Bellwood Corporation, Tax Ticket #s 817, 819, and 821, Account #s 06056830, 06056821, and 06066721, Tax Map #s 127, 127, and 135, Parcel #s 4, 47, and 12, described as 209.55 acres fee, 22.90 acres fee, and 1,634.11 acres fee (less 450.11 acres oil and gas) in the amounts of \$1,698.14, \$188.46, and \$ 13,181.16 (without calculation for interest or discount) and are **unpaid**. Taxes for the year 2026 constitute a lien, but are not payable until July 15, 2026.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

EXHIBIT A

DESCRIPTION OF PROPERTY for AUCTION TRACT 12

All of that certain lot, tract or parcel of land together with the buildings and improvements thereon, easements, rights of way, and the appurtenances thereunto belonging, situate in New Haven District, Fayette County, West Virginia and more particularly described as follows:

PARCEL NO. 20:

BEGINNING at a large red oak on the point of a ridge near the head of Davis Branch of New River, same being corner to land conveyed to E.J. Berwind by James Kay and others, by deed dated December 29, 1903; thence with line from said conveyance S 24 $\frac{3}{4}$ E 1874 feet to a forked chestnut near the edge of a flat about 100 feet above the County road; thence leaving said last named conveyance and with lines of lands conveyed to the said E.J.H. Berwind in undivided interests, one-half by Julia A. Beury, et als., and one-half by William Beury and wife; thence S 50-09 W 2229 feet to a white oak and chestnut about 30 feet from cliff at southeast edge of a flat; thence S 11-30 W 1337 feet to a stake on an accepted line of land known as the Mathew survey, which was conveyed to J.L. Beury by W. T. Bacon and wife, as 3431 acres; thence with said accepted line N 61-15 E. 6468 feet to a stake on a steep east hillside; thence N 1-45 W 794 feet to a small hickory and gum on point of a spur about 100 feet below cliff; thence N 74-40 E 1394 feet to a large dead chestnut oak on cliff at south edge of a flat; thence N 42-15 E 749 feet to a large dead chestnut on east brow of a ridge at fence corner; thence N 14-21 E 104 feet to two chestnuts near top of an east hillside; thence N 59-20 E 1007 feet to two large chestnut oaks on steep east hillside; thence S 63 E 610 feet to a large leaning sourwood; thence S 25-45 E 505 feet to two large chestnut oaks on an east slope on said accepted line of said Mathews survey; thence with same N 61-15 E 2811 feet crossing left fork of Meadow Creek to a stake on said line at its intersection with so accepted line of a patent of 1461 acres granted by the Commonwealth of Virginia to John Guinn; thence with said patent line N 7-48 W 2419 feet to a double maple stump in a thicket on northwest hillside near top of China Knob; thence N 26-44 W 1700 feet to two small chestnuts and Spanish oak, same being corner to tract of 230.08 acres conveyed by New River & Pocahontas Consolidated Coal Company by E.W. Claypool and wife, by deed dated March 29, 1912; thence with line of same N 68-58 E 1177 feet to a stake opposite fence corner by Red Spring Road; thence with same S 20-10 E 115 feet; thence S 39-48 W 298 feet, thence S 8-10 E 199 feet; thence S 26-08 E 339 feet to a stake in the upper edge of Red Spring Road; thence leaving same N 87-14 E 939 feet to a large chestnut on top of ridge; thence N 9-32 E 571 feet to a large white oak; thence N 9 E 1106 feet to a dead forked chestnut in a flat; N 45-33 W 734 feet to a sourwood and hickory; thence N 5-09 E 142 feet to a locust; thence N 29-35 W 458 feet to a small chestnut; thence N 27-48 E 207 feet to a Spanish Oak; thence N 28-25 W 408 feet; N 26-32 W 986 feet to a stake; S 74-10 W 824 feet to two beeches and white oak, corner to tract conveyed by Silas Smith and wife to New River & Pocahontas Consolidated Coal Company near the county road; thence S 43-45 W 1133 feet to a hickory; thence N 46-15 W 298 feet to a small poplar in fence corner; thence S 6-42 W 464 feet to a cherry sprout in field; thence S 40-45 W 150 feet to chestnut saplings on west side of fence; thence S 69-30 W 145 feet to a leaning

chestnut oak on a southwest slope; thence leaving the lines of said Silas Smith conveyance N 26-44 W 350 feet to a stake; thence due west 280 feet to a forked chestnut oak, corner on top of cliff at end of a point; thence S 61 ½ W 3250 feet to a hickory on the southeast edge of a flat; thence S 39-15 W 7200 feet, crossing left fork of Meadow Creek at 3100 feet to a white oak in a flat 50 feet north of cliff; thence S 74-45 W 400 feet to a stake in an exterior line of above named lands conveyed to the said E. J. Berwind in undivided interests; thence with lines of same S 18-30 E 500 feet to a stake with chestnut sapling pointer, near left bank of drain; thence S 69-39 – 1065 feet to a stake with small white oak pointers; thence S 77-37 E 979 feet to the beginning, containing 1804.1 acres, more or less.

PARCEL 21:

BEGINNING at a stake on a line of the above described Tract No. 20, said stake being located due west 260 feet from hickory corner mentioned as corner of conveyance from Silas Smith and wife to New River & Pocahontas Consolidated Coal Company; thence with said line due west 460 feet to a stake in said line; thence leaving said line S 26-44 E 350 feet to a leaning chestnut oak on southwest slope; thence N 69 ½ E 145 feet to chestnut saplings on west side of a fence; thence N 40-45 E 150 feet to a cherry sprout in a field; thence N 6-42 E 210 feet to the beginning, containing 2 and ¾ acres, more or less.

And being a portion of the property conveyed unto Bellwood Corporation, a West Virginia corporation, by deed dated December 23, 2013 from James C. Justice Companies, Inc. and of record in the Office of the Clerk of the County Commission of Fayette County, West Virginia in Deed Book 701 at Page 348.