

[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 13

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. 22:

All of those two certain lots, pieces and parcels of real estate, on the watershed of Meadow Creek, and containing in the aggregate, 46 $\frac{1}{4}$ acres, more or less, and being composed of a tract or parcel of land containing 35 acres, more or less, and a tract or parcel of land containing 11 $\frac{1}{4}$ acres, more or less.

PARCEL NO. 23:

BEGINNING at a large Spanish oak and stump on top of a narrow ridge, the same being an accepted corner of a patent of 535 acres granted by the Commonwealth of Virginia to John Guinn on the 1st day of September 1855; thence through said patent N 19-07 W 768 feet to a hickory and black oak stump with small chestnut pointer on southwest hillside near the top; thence N 9-30 W 891 feet to a stake on a steep west hillside above a large rock; thence N 28-12 E 311 feet to a large chestnut oak by a fence on the top of a ridge; thence N 2-56 W 400 feet to a fallen chestnut oak below the fence on the west brow of a ridge; thence N 30-44 E 466 feet to a chestnut and yellow lynn by a fence on the top of a ridge, the same being an accepted corner to lands in which the mineral rights were conveyed to Edward J. Berwind y Messrs. Kay and Laing, by a deed dated December 29, 1903, of record in said Clerk's Office in Deed Book 27 at Page 273; thence with a line of said conveyance N 57-19 W 2225 feet to a sourwood, dogwood and large chestnut near the head of a small drain on the west brow of a ridge on an accepted line of said J. Guinn patent of 535 acres; thence with said last mentioned line S 76-45 W 2699 feet to a double dead chestnut about 75 feet from a fence in a flat on said patent line; thence through said patent and continuing with an accepted line of said Kay and Laing conveyance S 8-50 W 1100 feet to a large white oak on rock ground on a south hillside, the same being an accepted corner of said Guinn patent; thence with an accepted line of said patent and leaving said Kay and Laing conveyance, N 74-52 E 917 feet to a leaning chestnut near a path on a spur of a south hillside; thence S 51-13 E 2441 feet to a large poplar and sourwood on a southwest slope; thence S 36-27 E 1319 feet to a stake on an accepted line of a patent of 190 acres granted by the Commonwealth of Virginia to J. Duncan on November 12, 1828; thence with said accepted line N 82-30 E 1139 feet to the place of beginning containing 231.6 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.