

[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 14

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. 1:

BEGINNING at a marked leaning maple by the branch which drains the Kincaid and Ballenger farms (chestnut called for in old deeds), a corner to Combs Coal Company lease and Kincaid farm; thence 230 feet down the said branch S 22-36 E to across on a rock in said branch, a gum, chestnut oak and hickory marked as pointers; thence N 79-04 E 282 feet to a stake on the upper side of public road, a ten inch chestnut two feet north marked as a corner; thence S 67-11 E passing two white oaks, one on each side of wagon road leading from the Lick Creek public road to Hawley and Combs Coal Companies, the first of said trees being two and one-half feet and the second three feet to the left of the said line, 1217 feet to a set stone on the West bank of Meadow Creek; thence continuing the said last-described line about twelve feet to the center line of said Meadow Creek; thence down said Meadow Creek with its meanders on the center line of the same to a point opposite a clump of willows marked as a corner (a distance of 1946 feet measured as a straight line course S 12-59 E); thence N 88-15 W passing said willows at ten feet and a marked wild cherry at 95 feet, approximately 2150 feet to a point two hundred feet below the outcrop of a seam of coal now or formerly mined and operated on the extreme head waters of Meadow Creek by Hawley Coal Company; thence with a line two hundred feet below said seam of coal on its outcrop and running parallel to said cop line with Sewel valley Coal Company line, in a general Northerly direction a distance of about 3000 feet to a point in Eagle Hollow, a corner to said Sewel Valley Coal Company; thence up said hollow to a white oak, a corner to said Sewel Valley Coal company; thence N 1-20 E 875 feet to a chestnut oak; thence N 33-43 W 1424 feet to the beginning containing by approximation one hundred five (105) acres, but excepting and reserving all those certain tracts or parcels of land, described as outconveyances in a certain deed dated November 1, 1952, from Standard Fire Creek Coal Company, a West Virginia corporation, of record in the Office of the clerk of the County Commission of Fayette County, West Virginia in Deed Book 173 at Page 40, **leaving a residue which is hereby conveyed of 73.65 acres, more or less.**

#### PARCEL NO. 3:

BEGINNING at a small sourwood between J.W. Beury and New River & Pocahontas Consolidated Coal Company; beginning corner to (Parcel No. 2 Mineral); thence N 09-00 E 1054 feet to a maple; thence S 79-45 E 1287 feet to Spanish oak; thence N 74-30 E 770 feet to a chestnut; thence N 86-00 E 1003 feet to stake with maple and chestnut pointers; N 08-00 W 592 feet to stone, chestnut, oak, ash and yellow lynn pointers; thence N 47-00 W 469 feet to double chestnut; thence N 23-00 W 369 feet to a chestnut stump and two small chestnuts; thence N 77-

00 W 40 feet to a small red oak in fence corner on S.E. Slope, thence due North 146 feet to three small white oaks by fence in flat; thence N 05-30 W 272 feet to two small white walnuts on north hillside; thence N 11-30 E 177 feet to a white oak; thence N 12-00 E 157 feet to two small chestnuts by fence; thence N 08-15 E 170 feet to a large black oak on top of cliff; thence N 02-53 E, 647 feet to a white oak by path; thence N 12-30 E 214 feet to a large red oak near edge of flat; thence N 70-15 W, 231 feet to a yellow lynn; thence N 30-45 W 193 feet to a stake by fence on north slope; thence N 80-00 W 150 feet to a large chestnut by fence; thence N 54-00 W 392 feet crossing Eagle Hollows to White Oak near path; thence N 51-53 E 98.08 feet to Sta. 183; thence N 69-10 E 91.52 feet to Sta. 182; thence N 20-44 E 196.18 feet to Sta. 181; thence N 42-00 E 295.15 feet to Sta. 180 on outcrop; thence following outcrop S 57-30 E 155.34 feet to Sta. 179; thence N 83-00 E 263.10 feet to Sta. 178; thence N 51-00 E 102.74 feet to Sta. 177; thence N 41-10 E 138.97 feet to Sta. 176; thence N 74-56 E. 79.19 to Sta. 175; thence S 85-31 E 155.26 feet to Sta. 174; thence S 34-45 E 86.87 feet to Sta. 173; thence S 72-00 E 142.37 feet to Sta. 172; thence S 47-42 E 80.01 feet to Sta. 171; thence S 40-50 E. 59.04 feet to Sta. 170; thence S 28-45 W 378.92 feet to Sta. 169; thence S 49-25 W 116.88 feet to Sta. 168; thence S 35-45 W 163.70 feet to Sta. 167; thence S 01-22 W 207.40 feet to Sta. 166; thence S 28-00 W 130.40 feet to Sta. 165; thence S 13-45 W 103.32 feet to Sta. 164; thence S 13-51 E. 128.65 feet to Sta. 163; thence S 08-43 W 315.94 feet to Sta. 162; thence S 14-55 W 213.46 feet to Sta. 161; thence S 06-30 W 224.16 feet to Sta. 160; thence S 18-40 W 124.09 feet to Sta. 159; thence S 02-05 E 300.16 feet to Sta. 158; thence S 26-30 E 151.75 feet to Sta. 157; thence S 04-00 E 88.17 feet to Sta. 156; thence S 07-38 W 104.48 feet to Sta. 155; thence S 54-22 E 491.55 feet to Sta. 154; thence S 05-05 E. 178.80 feet to Sta. 153; thence S 48-52 E 97.78 feet to Sta. 152; thence S 30-14 E 157.31 feet to Sta. 151; thence S 16-35 E 137.37 feet to Sta. 150; thence S 07-00 E 61.67 feet to Sta. 149; thence S 14-40 E 133.58 feet to Sta. 148; thence S 05-20 W 176.90 feet to Sta. 147; thence S 06-05 W 255.25 feet to Sta. 146; thence S 23-09 E 280.00 feet to appoint on line of lands conveyed to New River & Pocahontas Consolidated Coal Company, by T. Fisher; thence S 77-02 W 2494 feet to chestnut; dogwood and sourwood between Claypool and New River & Pocahontas Consolidated Coal Company; thence S 76-30 W 1225 feet to the beginning, containing 100.5 acres of land, more or less.

#### **PARCEL NO. 4:**

BEGINNING at a stake on outcrop corner to (Parcel No. 5, said stake is in Eagle Hollow 580 in a Northeasterly direction from a white oak below path on east hillside, head of Eagle Hollow); thence down Eagle Hollow to a point 200 feet North of coal outcrop; thence with lines paralleling said outcrop in a southeast direction at a distance of 200 feet from said outcrop for a distance of about 6000 feet to a point on line of said lands conveyed to New River & Pocahontas Consolidated Coal Company by said T. Fisher, Trustee, thence with a line S 77-02 W 200 feet to Sta. 147; thence N 05-20 E 176.90 feet to Sta. 148; thence N 14-40 E. 133.58 feet to Sta. 149; thence N 07-00 E 61.67 feet to Sta. 150; thence N 16-35 W 137.32 feet to Sta. 151; thence N 30-14 W 157.31 feet to Sta. 152; thence N 48-52 W 97.78 feet to Sta. 153; thence N 05-05 W 178.80 feet to Sta. 154; thence N 04-22 W 491.55 feet to Sta. 155; thence N 07-38 W 104.48 feet to Sta. 156; thence N 04-04 W 88.17 feet to Sta. 157; thence N 26-30 W 151.75 feet to Sta. 158; thence N 02-05 W 300.16 feet to Sta. 159; thence N 18-40 E 124.09 feet to Sta. 160; thence N 06-30 E 224.16 feet to Sta. 161; thence N 14-55 E 213.46 feet to Sta. 162; thence N 08-43 E 315.94 feet to Sta. 163; thence N 13-51 W 128.65 feet to Sta. 164; thence N 13-45 E 103.32 feet

to Sta. 165; thence N 28-00 E 130.40 feet to Sta. 166; thence n 01-22 E 207.48 feet to Sta. 167; thence N 35-45 E 163.70 feet to Sta. 168; thence N 49-25 E 116.88 feet to Sta. 169; thence N 28-45 E 378.92 feet to Sta. 170; thence N 04-50 W 5954 feet to Sta 171; thence N 47-43 W 890.01 feet to Sta. 172; thence n 72-00 W 142.37 feet to Sta 173; thence N 29-45 W 86.87 feet to Sta. 174; thence N 85-30 W 155.26 feet to Sta. 175; thence S 74-56 W 79.19 feet to Sta. 176; thence S 61-10 W 138.97 feet to Sta. 177; thence S 51-00 W 102.74 feet to Sta. 178; thence S 83-00 W 263.10 feet to Sta. 179; thence N 59-30 W 155.34 feet to Sta 180; to the beginning containing 25.4 acres of land, 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.