

[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 15

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:

PROPERTY ONE:

“ BEGINNING at a stake on the East Bank of Meadow Creek, a corner common to Combs Coal Company Reservation, W.E. Griffiths Coal Company and Hawley Coal Company, thence due East approximately 600 feet to the outcrop of a seam of coal (then) being operated by Hawley Coal Company (now Morganette Coal Company); thence with the said outcrop of the said seam of coal and the meanders of the same in a general direction approximately N 30 E approximately 2000 feet to the point on said outcrop, about 800 feet Southeast of Hawley Coal Company (now Morganette Coal Company) tippie on Brown's Branch; thence North about 75 East with meanders of said seam of coal approximately 1600 feet to a point on said outcrop where the lease line of the Greenbrier Collieries Company crosses said outcrop; thence with the line of the said Greenbrier Collieries Company lease line S 38 E about 1900 feet to a point on the outcrop of the said seam of coal on the Southeast side of a hill; thence S 6 W approximately 500 feet to Bear Branch; thence with Bear Branch and the meanders thereof, approximately 4750 feet to Meadow Creek; thence up said stream with the Eastern and Northern boundaries of the Lewis Mognett 27 acre tract to the Northern corner of said tract; thence with the established lease line between the Hawley Coal Company and Combs Coal Company leases, as originally established, made by H.F. Wilfong to the point of beginning, containing approximately 200 acres.

THERE IS EXCEPTED AND RESERVED therefrom all that certain tract or boundary of land included in the foregoing boundaries and more particularly bounded and described as follows:

BEGINNING at a station or point at the mouth of Bear Branch and on the bank of Meadow Creek; thence by protraction N 30 W 400 feet to a maple and sourwood; thence with and up Meadow Creek and 19 feet from a large flat stone in the bed of said creek; thence a straight line by protraction N 75 E about 1050 feet to one small basswood and a small maple on the bank of Bear Branch, a corner to and on the line of J.O. Hutchinson lands; thence southwest and down and with said Bear Branch a distance of about 2000 feet to the place of beginning, containing 50 acres, more or less, and being a part of the “Gooseneck 250 acre tract.”

PROPERTY TWO:

That certain tract consisting of 11.8 acres which was conveyed unto Fire Creek Fuel Company by confirmatory deed of Alaska Coal Company dated December 31, 1965 and recorded in the Office of the Clerk of the County Commission of Fayette County, West Virginia in Deed Book 266 at Page 215, which was likewise a part of the property which was conveyed unto Alaska

Coal Company, a West Virginia corporation, by deed of Elco Coal Company, a corporation, dated May 9, 1955, and of record in the aforesaid Clerk's Office in Deed Book 192 at Page 327, reference to both of which deeds is here made.

THERE IS EXCEPTED AND RESERVED AND ALSO CONVEYED, a non-exclusive, joint right of way through the tracts of land to serve as ingress and egress to and from the public road to a tract of land described as 50 acres (Auction Tract 16) and 150 acres (Auction Tract 17).

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.