



**CHICAGO TITLE
INSURANCE COMPANY**

**P.O. Box 45023
Jacksonville, FL 32232-5023**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO 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, Chicago 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 Policy Amount 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.

CHICAGO TITLE INSURANCE COMPANY

By: 

ATTEST

President



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

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AMERICAN
LAND TITLE
ASSOCIATION





CHICAGO TITLE INSURANCE COMPANY

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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; and
- (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 shall not be 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.

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ALTA Commitment for Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



File No.: 1313R-20



**CHICAGO TITLE
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- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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File No.: 1313R-20

**Land Title Company of Alabama
Privacy Statement
July 1, 2015**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("NPI"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect NPI about you from the following sources:

- o From applications or other forms we receive from you or your authorized representative;
- o From your transactions with, or from the services being performed by, us, our affiliates, or others;
- o From our internet websites;
- o From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others, and;
- o From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your NPI

We maintain physical, electronic and procedural safeguards to protect your NPI from unauthorized access or intrusion. We limit access to NPI only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your NPI

We may share your NPI with our affiliates, such as our underwriters, closing attorneys, and other real estate settlement service providers. We also may disclose your NPI to agents, brokers or representatives to provide you with services you have requested. In addition, we will disclose your NPI when you direct or give us permission, when we are required by law to do so, or when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One important aspect of real estate transactions is the recording of documents in the public domain. Such documents may contain your NPI.

Right to Access Your NPI and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your NPI and, under certain circumstances, to find out to whom your NPI has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your NPI. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Land Title Company of Alabama
600 North 20th Street, Suite 100
Birmingham, AL 35203



**CHICAGO TITLE
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**P.O. Box 45023
Jacksonville, FL 32232-5023**

ans
ORIGINAL VERSION
Print Date: 05/13/2020 at 12:29:20

Transaction Identification Data for reference only:

Issuing Agent: Land Title Company of Alabama
File Number: 1313R-20
Property Address: 3491 Turncliff Pkwy, Birmingham, AL 35235
3480 Turncliff Pkwy, Birmingham, AL 35235

ALTA® Universal ID: 0000016
Loan ID No.:

SCHEDULE A


1. Commitment Date: **May 12, 2020 at 08:00 AM**
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: **Legally Qualified Purchaser**

Proposed Policy: TBD
Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

VRB, LLC (Subject to Requirements) (Parcel I)
Wurthless, Inc.(Parcel II)
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

By: Land Title Company of Alabama
License No.: 0187964



William F. Miller, Jr., Authorized Signatory
License No: 655934

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EXHIBIT A

The Land is described as follows:

PARCEL I:

A tract of land situated in the Southwest 1/4 and in the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 16 South, Range 1 West, and in the North 1/2 of the Northwest 1/4 and in the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 16 South, Range 1 West, of being more particularly described as follows:

Begin at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 16 South, Range 1 West and run North on the West line of said 1/4 - 1/4 section a distance of 577.28 feet; thence turn right 90°23'37" and run East a distance of 732.03 feet; thence turn left 90°23'37" and run North a distance of 2080.00 feet to the North line of the Southwest 1/4 of said Section 28; thence turn right 90°23'37" and run East on the North line of said 1/4 section a distance of 1919.16 feet to the Northeast corner of the Southwest 1/4 of said Section 28; thence turn right 89°57'07" and run South on the East line of said 1/4 section a distance of 1453.14 feet; thence turn left 89°49'55" and run East a distance of 922.00 feet to a point on the Northwesterly right of way line of Interstate 59; thence turn right 127°52'43" and run Southwesterly a distance of 961.69 feet; thence turn right 30°19'54" and run Southwesterly a distance of 355.00 feet to a point on the East line of said 1/4 section; thence turn left 68°30'24" and run South on the East line of said 1/4 section a distance of 324.32 feet to the Southeast corner of the Southwest 1/4 of said Section 28; thence turn right 0°54'44" and run South on the West line of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 16 South, Range 1 West a distance of 83.34 feet to a point on the Northwesterly right of way line of Interstate 59; thence turn right 45°53'52" and run Southwesterly on said right of way line a distance of 477.05 feet; thence turn left 3°02'07" and run Southwesterly on said right of way line a distance of 338.20 feet; thence turn right 80°18'55" and run Northwesterly a distance of 693.11 feet; thence turn left 90°26'51" and run Southwesterly a distance of 305.00 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 33, said point being 529.79 feet South of the Northwest corner of said 1/4 - 1/4 section; thence turn left 32°36'41" and run South on the West line of said 1/4 - 1/4 section a distance of 430.13 feet; thence turn left 47°38'15" and run Southeasterly a distance of 199.28 feet to a point on the Northwesterly right of way line of Interstate 59; thence turn right 86°44'43" and run Southwesterly along said right of way line a distance of 5.49 feet; thence turn right 6°51'18" and run Southwesterly along said right of way line a distance of 315.51 feet to the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 33; thence turn right 43°19'44" and run West on the South line of said 1/4 - 1/4 section a distance of 57.40 feet, to a point on the Northeasterly right of way line of Edwards Lake Road; thence turn right 33°44'55" and run Northwesterly along said right of way line a distance of 195.11 feet; thence turn right 6°02'55" and run Northwesterly along said right of way line a distance of 288.40 feet; thence turn right 28°06'57" and run Northwesterly along said right of way line a distance of 339.94 feet; thence turn left 94°50'44" and run Southwesterly on said right of way line a distance of 85.04 feet to the point of beginning of a curve to the left, having a central angle of 8°52'44" and a radius of 994.93 feet; thence turn right 90°23'40" to the tangent of said curve; thence run Northwesterly along the arc of said curve and along said right of way line a distance of 154.18 feet to the end of said curve; thence continue Northwesterly along the extended tangent of said curve and along said right of way line a distance of 176.99 feet to the point of beginning of a curve to the left, having a central angle of 16°24'43" and a radius of 994.93 feet; thence continue Northwesterly along the arc of said curve and along said right of way a distance of 284.99 feet to the end of said curve; thence continue Northwesterly along the extended tangent of said curve and along said right of way line a distance of 368.16 feet to the point of

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ALTA Commitment for Title Insurance 8-1-16 - Exhibit A

AMERICAN
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EXHIBIT A

(Continued)

beginning of a curve to the right having a central angle of 1°53'56" and a radius of 1869.86 feet; thence continue Northwesterly along the arc of said curve and along said right of way line a distance of 61.97 feet to the end of said curve, said point being on the North line of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 16 South, Range 1 West; thence turn right 139°57'24" from the tangent of last described curve and run East on the North line of said 1/4 - 1/4 section a distance of 140.62 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS OF LAND:

Tract A:

A tract of land situated in the Southwest 1/4 of Section 28, Township 16 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28 and run thence Eastwardly (assumed) along the Northerly section line thereof 732.03 feet; thence run South 0°23'37" East a distance of 2080.00 feet; thence run South 90°00' East a distance of 55 feet to the point of beginning; thence run North 05°45' West 300 feet; thence run North 12°15' East 70 feet; thence run North 34°10' East 200 feet; thence run North 13°15' East 180 feet; thence run North 04°30' West 140 feet; thence run North 70°55' East 50 feet; thence run South 37°30' East 140 feet; thence run South 60°25' East 125 feet; thence run South 03°50' West 130 feet; thence run South 37°00' West 153 feet; thence run South 09°35' East 87 feet; thence run South 16°50' East 103 feet; thence run South 43°55' East 210 feet; thence run South 18°50' East 175 feet; thence run South 13°55' West 117 feet; thence run South 64°30' West 100 feet; thence run South 89°00' West 70 feet; thence run North 74°15' West 125 feet; thence run North 57°00' West 132 feet; thence run North 33°50' West 122 feet, more or less, to the point of beginning.

Tract B:

A tract of land situated in the Southwest 1/4 of Section 28 and the Northwest 1/4 of Section 33, Township 16 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28 and run thence Eastwardly (assumed) along the Northerly section line thereof 732.03 feet; thence run South 0°23'37" East a distance of 2080.00 feet; thence continue along last described course 253 feet; thence run South 19°45' East for 450 feet; thence run North 70°15' East a distance of 15 feet to the point of beginning; thence run North 19°45' West 102 feet; thence run North 08°50' West 107 feet; thence run North 08°10' East 100 feet; thence run North 39°00' East 95 feet; thence run North 78°15' East 135 feet; thence run South 84°40' East 118 feet; thence run South 27°30' East 153 feet; thence run South 44°25' East 152 feet; thence run South 29°30' West 30 feet; thence run North 82°10' West 124 feet; thence run South 67°55' West 113 feet; thence run South 29°25' West 80 feet; thence run South 03°50' West 88 feet; thence run South 21°50' East 160 feet; thence run South 61°00' West 37 feet; thence run North 46°50' West 198 feet; thence run North 26°15' West 105 feet, more or less, to the point of beginning.

Tract C:

A tract of land situated in the Southwest 1/4 of Section 28 and the Northwest 1/4 of Section 33, Township 16 South, Range 1 West being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28 and run thence Eastwardly (assumed) along the Northerly section line thereof 732.03 feet; thence run South 0°23'37" East a distance of 2080.00 feet; thence continue along last described course 253 feet; thence run South 19°45' East for 450 feet; thence run South 70°15' West a distance of 15 feet to the point of beginning; thence run South 19°45' East 48 feet; thence run South 26°00' West 50 feet; thence run North 70°50' West 270 feet; thence run North 66°25' West 246 feet; thence run North 27°30' West 147 feet; thence run North 01°10' West 58 feet; thence run North 62°20' East 100 feet; thence run South 76°15' East 83 feet;

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EXHIBIT A

(Continued)

thence run South 51°25' East 120 feet; thence run South 33°50' East 63 feet; thence run South 59°10' East 128 feet; thence run South 83°45' East 80 feet; thence run South 32°00' East 127 feet, more or less, to the point of beginning.

PARCEL II:

Tract A:

A tract of land situated in the Southwest 1/4 of Section 28, Township 16 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28 and run thence Eastwardly (assumed) along the Northerly section line thereof 732.03 feet; thence run South 0°23'37" East a distance of 2080.00 feet; thence run South 90°00' East a distance of 55 feet to the point of beginning; thence run North 05°45' West 300 feet; thence run North 12°15' East 70 feet; thence run North 34°10' East 200 feet; thence run North 13°15' East 180 feet; thence run North 04°30' West 140 feet; thence run North 70°55' East 50 feet; thence run South 37°30' East 140 feet; thence run South 60°25' East 125 feet; thence run South 03°50' West 130 feet; thence run South 37°00' West 153 feet; thence run South 09°35' East 87 feet; thence run South 16°50' East 103 feet; thence run South 43°55' East 210 feet; thence run South 18°50' East 175 feet; thence run South 13°55' West 117 feet; thence run South 64°30' West 100 feet; thence run South 89°00' West 70 feet; thence run North 74°15' West 125 feet; thence run North 57°00' West 132 feet; thence run North 33°50' West 122 feet, more or less, to the point of beginning.

Tract B:

A tract of land situated in the Southwest 1/4 of Section 28 and the Northwest 1/4 of Section 33, Township 16 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28 and run thence Eastwardly (assumed) along the Northerly section line thereof 732.03 feet; thence run South 0°23'37" East a distance of 2080.00 feet; thence continue along last described course 253 feet; thence run South 19°45' East for 450 feet; thence run North 70°15' East a distance of 15 feet to the point of beginning; thence run North 19°45' West 102 feet; thence run North 08°50' West 107 feet; thence run North 08°10' East 100 feet; thence run North 39°00' East 95 feet; thence run North 78°15' East 135 feet; thence run South 84°40' East 118 feet; thence run South 27°30' East 153 feet; thence run South 44°25' East 152 feet; thence run South 29°30' West 30 feet; thence run North 82°10' West 124 feet; thence run South 67°55' West 113 feet; thence run South 29°25' West 80 feet; thence run South 03°50' West 88 feet; thence run South 21°50' East 160 feet; thence run South 61°00' West 37 feet; thence run North 46°50' West 198 feet; thence run North 26°15' West 105 feet, more or less, to the point of beginning.

Tract C:

A tract of land situated in the Southwest 1/4 of Section 28 and the Northwest 1/4 of Section 33, Township 16 South, Range 1 West being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 28 and run thence Eastwardly (assumed) along the Northerly section line thereof 732.03 feet; thence run South 0°23'37" East a distance of 2080.00 feet; thence continue along last described course 253 feet; thence run South 19°45' East for 450 feet; thence run South 70°15' West a distance of 15 feet to the point of beginning; thence run South 19°45' East 48 feet; thence run South 26°00' West 50 feet; thence run North 70°50' West 270 feet; thence run North 66°25' West 246 feet; thence run North 27°30' West 147 feet; thence run North 01°10' West 58 feet; thence run North 62°20' East 100 feet; thence run South 76°15' East 83 feet; thence run South 51°25' East 120 feet; thence run South 33°50' East 63 feet; thence run South 59°10' East 128 feet; thence run South 83°45' East 80 feet; thence run South 32°00' East 127 feet, more or less, to the point of beginning.

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ALTA Commitment for Title Insurance 8-1-16 - Exhibit A



File No.: 1313R-20



CHICAGO TITLE
INSURANCE COMPANY

P.O. Box 45023
Jacksonville, FL 32232-5023

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.
 - a. **Standard form indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Effective Date but prior to the date of recording of the instruments under the which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business. (Form available upon request)**
 - a. **In regards to Parcel I, we find of record deeds recorded in Book LR201009, Page 25160 and Book LR201009, Page 25165. Said deeds only conveyed a portion of the property lying east of a road. However said deeds should have conveyed all of the property. We require a Quit Claim Deed from Monroe Jackson Beasley, III and Leigh Beasley Simmons, as Personal Representatives of the Estate of Monroe Jackson Beasley, Jr., deceased, Probate Case No. 164740, Jefferson County, Alabama, Birmingham Division to the Estate of Virginia Rivers. Beasley, deceased, Probate Case No. 2016229962, Jefferson County, Alabama, Birmingham Division for the property shown as Parcel I on Schedule A of binder herein. Furthermore we require a Quit Claim Deed from Leigh Beasley Simmons, as personal representative of the Estate of Virginia Rivers Beasley, deceased, Probate Case No. 2016229962, Jefferson County, Alabama, Birmingham Division to VRB, LLC for the property shown as Parc f binder herein. We reserve the right to amend our binder upon review and receipt of same.**
 - b. **Warranty Deed from VRB, LLC to Legally Qualified Purchaser. (Parcel I)**
 - c. **Warranty Deed from Wurthless, Inc. to Legally Qualified Purchaser. (Parcel II)**

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SCHEDULE B

(Continued)

- d. We will require the following documents in regards to VRB, LLC, an Alabama limited liability company
1. A Copy of the Operating Agreement, if any
 2. Proper resolution regarding authorized party to sign transactional documents on behalf of the entity (unless covered in the Operating Agreement)
 3. Certificate of Existence from Alabama Secretary of State (website: sos.alabama.gov)
- e. We require the following documentation in regards to Wurthless, Inc., an Alabama corporation
1. A Copy of the By Laws and all amendments.
 2. Affidavit of necessary consents and authorizations.
 3. Certificate of Existence.
- f. NOTE: This binder is furnished for information purposes only. We assume liability hereunder only after receiving the proper name(s) of the purchaser(s). This Commitment is conditioned upon approval by Company underwriting counsel, and the Company reserves the right to impose additional Requirement and/or add Exceptions.
- g. We require execution of a Litigation & Lien Affidavit certifying that the owner/purchasers are not subject to any court orders or a party to any litigation (including insolvency proceedings) which would affect this transaction. (Form available upon request).
- h. All papers to be filed in the Probate Office of Jefferson County, Alabama.
5. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid. NOTE: Upon receipt of a properly executed Owner/Seller Affidavit, this item shall be omitted from the Loan Policy, as applicable. (Form available upon request)
6. Unrecorded easements, if any, on above or below the surface, and any discrepancies or conflicts in boundary lines or shortages in area or encroachments, which a correct survey or an inspection of the premises would disclose. NOTE: Upon approval of a proper survey, this item shall be omitted from the Loan Policy, as applicable.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

2019 taxes:

PAID in the amount of \$25.25 under Parcel ID Number 12-00-33-2-000-001.000,
PAID in the amount of \$42.06 under Parcel ID Number 12-00-33-2-000-002.000,
PAID in the amount of \$15.73 under Parcel ID Number 12-00-33-2-000-002.002,
PAID in the amount of \$1.10 under Parcel ID Number 12-00-33-2-000-001.003,
PAID in the amount of \$26.25 under Parcel ID Number 12-00-28-4-000-003.001,
PAID in the amount of \$206.89 under Parcel ID Number 12-00-28-3-000-004.001,
PAID in the amount of \$991.98 under Parcel ID Number 12-00-28-3-000-005.000,
PAID in the amount of \$36.25 under Parcel ID Number 12-00-28-3-000-004.000,
PAID in the amount of \$5.81 under Parcel ID Number 12-00-28-3-000-007.000,
PAID in the amount of \$1405.81 under Parcel ID Number 12-00-28-3-000-006.000.

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SCHEDULE B

(Continued)

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by county authorities.

8. Sanitary sewer service charges, if any, due local sewer authority. (Jefferson County Sewer Service Office - 205-325-5390).
9. Municipal Assessments, if any due Birmingham.

THIS IS THE END OF SCHEDULE B, PART I

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SCHEDULE B

(Continued)

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. All taxes for the year 2020 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or herein after furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
9. **Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Probate Office of Jefferson County, Alabama, including, but not limited to, (i) an inability to search the Public Records after the Commitment Effective Date shown on Schedule A herein, or (ii) any delay in recordation of the documents to be insured herein in the Public Records, or (iii) any claim based on an assertion that the recording of the insured documents failed to be timely.**
10. **Right of way to Alabama Gas Corporation, recorded in Real Volume 34, page 62, in the Probate Office of Jefferson County, Alabama.**
11. **Right of Way granted to Alabama Power Company by instrument recorded in Volume 4075, page 293; Volume 3734, page 547; Volume 4026, page 275; Volume 5206, page 13; Volume 6750, page 279; Real Volume 327, page 187 and Volume 4083, page 432 in the Probate Office of Jefferson County, Alabama.**

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SCHEDULE B

(Continued)

12. Right of way to Southern Natural Gas Corporation, recorded in Real Volume 603, page 727 and as shown in Map Book 88, page 27, in the Probate Office of Jefferson County, Alabama.
13. Right of way to Jefferson County, recorded in Volume 1710, page 229 and Real Volume 750, page 228, in the Probate Office of Jefferson County, Alabama.
14. Easement to the City of Birmingham , as recorded in Real Volume 3621, page 327; Real Volume 4125, page 382 and Real Volume 4125, page 386, in the Probate Office of Jefferson County, Alabama.
15. Restrictions or Covenants appearing of record in Instrument 9809/9767 and Instrument 200513/9911, in the Probate Office of Jefferson County, Alabama.

THIS IS THE END OF SCHEDULE B, PART II

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