



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

VX971805

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 EXTRACTIONAL 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, Old Republic National 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Matthew R. Dowd

Authorized Officer or Agent

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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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.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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**Old Republic National Title Insurance Company
1022 Highland Colony Parkway, Suite 200
Ridgeland, MS 39157**

VX971805

Issued by: **Wilbanks, Dowd & Watson, PLLC**, Agent #: **M23407**

Address: 108 West Leake Street, Clinton, MS 39056

File Number: **Woodliff Property (072I-32D-004/01.00; 072I-32D-019/00.00; 072I-32D-018/01.01; 072I-32D-025/00.00; 072I-32D-031/00.00)**

Commitment No: **VX971805**

SCHEDULE A

1. Commitment Date: **4/5/2024 at 8:00 AM**

2. Policy or Policies to be issued:

a. Loan Policy: **N/A** Amount: **N/A**

Proposed Insured: **N/A**

b. Owner's Policy: **Owner's Policy 2021** Amount: **\$0.00**

Proposed Insured: **To be determined**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

Woodliff Properties, LLC (an undivided 25% interest); George F. Woodliff, III, Daniel M. Woodliff, Ann Sullivan Woodliff and Ruth Morse Woodliff (an undivided 25% interest); Retsub Partners, L.P., Curtis Partners, L.P. and CJB Partners, L.P. (an undivided 25% interest); Retsub Partners, L.P. (an undivided 8 1/3% interest); Curtis Partners, L.P. (an undivided 8 1/3% interest); and CJB Partners, L.P. (an undivided 8 1/3% interest)

5. Purchaser: **To be determined**

6. The Land referred to in this Commitment is situated in Madison County, State of MS and is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

SCHEDULE B - SECTION I

Requirements

All of the following Requirements must be met:

Item 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.

Item 2. Pay the agreed amount for the estate or interest to be insured.

Item 3. Pay the premiums, fees, and charges for the Policy to the Company.

Item 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.

Item 5. Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. Examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.

Item 6. Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

Item 7. Secure and return executed Notice to Borrower's Regarding Owner's Insurance.

Item 8. Proper satisfaction, cancellation or release of the Land from the Deed of Trust, Assignment of Leases, Security

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Agreement and Fixture Filing executed by Retsub Partners, L.P., Curtis Partners, L.P., and CJB Partners, L.P. to DANNY, L.L.C, dated 8/2/22, and recorded on 8/5/22 in Book 4244 at Page 604 (As to all parcels).

SCHEDULE B - SECTION II

Exceptions

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 provision of the document will be excepted from coverage.

The Owner's Policy 2021 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:

Item 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.

Item 2. Those taxes and special assessments, which become due and payable subsequent to Date of Policy.

Item 3. 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 the Land.

Item 4. Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Item 5. Any encroachment, encumbrance, violation, variation or adverse circumstance, including boundary line disputes, affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

Item 6. Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the Public Records.

Item 7. Rights or claims of parties in possession not shown by Public Records.

Item 8. Any mortgage, deed of trust, lease or lien created or assumed by the insured.

Item 9. Subject to Rights of Way to Mississippi Power & Light Company recorded in Book 34 at Page 372, Book 50 at Page 208, and Book 247 at Page 165.

Item 10. Subject to that certain Easement to the City of Ridgeland, Mississippi, dated January 12, 1981, and recorded February 20, 1981 in Book 174 at Page 260.

Item 11. Subject to that certain Easement and Agreement to ICC Decelopment Company and The Kroger Co., dated July 11, 1981, and recorded September 3, 1981 in Book 178 at Page 1.

Item 12. Subject to that certain Correction Right-of-Way Deed to the City of Ridgeland, Mississippi, dated January 12, 1983, and recorded February 11, 1983 in Book 185 at Page 559.

Item 13. Subject to that certain Utility Easement to the City of Ridgeland, Mississippi, dated December 7, 1984, and recorded January 8, 1985 in Book 202 at Page 201.

Item 14. Subject to that certain Easement to Charter Marketing Company, dated December 7, 1987, and recorded December 10, 1987 in Book 234 at Page 561 and re-recorded in Book 234 at Page 654.

Item 15. Subject to that certain Easement and Agreement to The Kroger Company, dated February 17, 1994, and recorded July 7, 1994 in Book 339 at Page 233.

Item 16. Subject to that certain Easement to the City of Ridgeland, Mississippi, dated August 16, 1994, and recorded May 31, 1995 in Book 356 at Page 543.

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VX971805

Item 17. Subject to that certain Easement to the City of Ridgeland, Mississippi, recorded in Book 356 at Page 553.

Item 18. Subject to the Temporary Construction Easement to the City of Ridgeland, Mississippi, recorded in Book 1756 at Page 606.

Item 19. Subject to that certain Grant of Easement to TLC Properties, Inc., dated December 18, 2012, and recorded December 27, 2012 in Book 2885 at Page 379.

Exhibit A

Property Description

The East Half (E 1/2) of Lots 3 and 6 of Block 41, Highland Colony, a subdivision, according to a map or plat of record at page 6 in Plat Book 1 in the office of the Chancery Clerk of Madison County, Mississippi;

Also the East Half (E 1/2) of Lots 3 and 6 and all of Lots 2 and 7 of Block 43 of said Highland Colony Subdivision;

Also the two acres of land formerly owned by a church and completely enclosed on the North, West and South by said Lot 7 of Block 43 and the Old Canton Road on the East and shown on said official plat of said Highland Colony;

Also all my right, title and interest in all of the unnamed streets, as shown on the hereinabove described plat, running North and South on the East side of said Block 41, and between Lots 2 and 7 on the East side and Lots 3 and 6 on the West side of said Block 43, and North of Lot 2 in said Block 43, and between the East Half (E 1/2) of Lot 6 in said Block 41 and the East Half (E 1/2) of Lot 3 in said Block 43 of the said Highland Colony Subdivision;

Also that small triangular fraction of land lying East of Lot 2 of Block 43 of said Highland Colony Subdivision, West of the present existing and used Old Canton - Jackson Road, and South of the line being a continuation of the North line of said Lot 2 extended East to said Road;

The land described herein is known as the Bailey-Woodliff Land on County Line Road and Old Canton Road in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi.

LESS AND EXCEPT THE FOLLOWING CONVEYANCES:

1. The property conveyed to Hinds County, Mississippi, in the instrument recorded in Book 94 at Page 214.
2. The property conveyed to Exxon Corporation by Warranty Deed dated February 21, 1979, and recorded April 23, 1979 in Book 162 at Page 88.
3. The property conveyed to the City of Ridgeland, Mississippi, in the instrument recorded in Book 185 at Page 559.
4. The property conveyed to Gulf Oil Corporation by Warranty Deed dated April 16, 1980, and recorded April 17, 1980 in Book 168 at Page 680, and re-recorded in Book 169 at Page 465.
5. The property conveyed to ICC Development Company by Warranty Deed dated March 12, 1981, and recorded March 16, 1981 in Book 174 at Page 571.

6. The property conveyed to Capital Investments by Warranty Deed dated December 7, 1984, and recorded January 8, 1985 in Book 202 at Page 205.
7. The property conveyed to Charter Marketing by Warranty Deed dated August 9, 1988 and recorded August 11, 1988 in Book 243 at Page 452.
8. The property conveyed to Ronald G. McClain by Warranty Deed dated November 11, 1991, and recorded November 15, 1991 in Book 291 at Page 748.
9. The property conveyed to Fleet Morris Petroleum by Warranty Deed dated May 23, 2000, and recorded June 9, 2000 in Book 465 at Page 105.

Intending to collectively describe Parcel Nos. 072I-32D-004/01.00, 072I-32D-018/01.01, 072I-32D-019/00.00, 072I-32D-025/00.00, and 072I-32D-031/00.00730-3, whether accurately described or not.