

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL 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 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 Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- 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.
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.
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.

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- 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.
 - 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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(25-16205.PFD/25-16205/7)

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.

PRELIMINARY

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Old Republic National Title Insurance Company

SCHEDULE A

1. Commitment Date: September 5, 2025 at 12:00 AM
2. Policy to be issued:
 - a.
 - Proposed Insured: TBD
 - Proposed Amount of Insurance:
 - The estate or interest to be insured: Fee Simple together with easement
 - b.
 - Proposed Insured:
 - Proposed Amount of Insurance:
 - The estate or interest to be insured: Fee Simple together with easement
3. The estate or interest in the Land at the Commitment Date is: Fee Simple together with easement
4. The Title is, at the Commitment Date, vested in: ANDREW D. ROUSE AND CELIA STEWART ROUSE, HUSBAND AND WIFE.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Birthright Title, LLC

By: 
 Tammy Duncan, Title Agent (615)
 288-4599

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Old Republic National Title Insurance Company

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Record proper release of the Deed of Trust dated December 28, 2018, executed by Andrew D. Rouse and Celia Stewart Rouse, married to each other, in favor of Farm Credit Mid-America, FLCA, in the sum of \$600,042.24, of record in Book 1859, page 1805, Register's Office for said County.
6. Record proper partial release of the Deed of Trust dated July 25, 2019, executed by Andrew D. Rouse and Celia Stewart Rouse, married to each other, in favor of Farm Credit Mid-America, FLCA, in the sum of \$345,000.00, of record in Book 1896, page 1595, Register's Office for said County.
7. Record proper release of the Deed of Trust dated October 17, 2022, executed by Andrew D. Rouse and Celia Stewart Rouse, husband and wife, in favor of Wilson Bank and Trust, in the sum of \$500,000.00, of record in Book 2216, page 1744, Register's Office for said County.

Extension and Modification Agreement of record in Book 2280, page 848, said Register's Office.

8. The Company must be provided with satisfactory evidence that all parties identified on Schedule A. of this Commitment are not sanctioned nonresident aliens, sanctioned foreign businesses, or a sanctioned foreign government, as defined in Tenn. Code Ann. § 66-2-301. This requirement is an ongoing obligation of all parties identified on Schedule A. and in the event that a party's status changes following the date of this Commitment or at any point prior to issuance of a policy of title insurance, the party must disclose the same in writing to the Company.
9. The Company will require a sworn Owner's Affidavit and Indemnity, acceptable to company, to be complete and duly executed.
10. Wilson County taxes for 2024, Map-Par. 124-009.03, \$7,266.00, PAID.
11. We require a satisfactory survey of the property set out in schedule A, including a satisfactory metes and bounds description prior to the proposed conveyance. This Title Search Report will be subject to the findings of said survey, and additions, exclusions, and or changes may be made to this Title Search Report based on the review of said survey. Said changes include, but are not limited to, the following: legal description of the property, requirements for closing, and exclusions from coverage.

SCHEDULE B, PART 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

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SCHEDULE B
(Continued)

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 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. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
3. Rights and claims of parties in possession.
4. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
5. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
6. Liens, encumbrances or claims thereof, which are not shown by the public record.
7. General or special taxes and assessments required to be paid in the year 2025 and subsequent years for Map-Par. 124-009.03.

Subject to "roll-back taxes" for the statutory period if the land is converted to a use other than those stipulated in the provisions of Tennessee Code Annotated sections 67-5-1001 et. seq.

If improvements are completed after January 1st and before September 1st of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

8. Matters shown on the Plan of record in Plat Book 9, page 25, said Register's Office.
9. Matters shown on the Plan of record in Plat Book P27, page 891, said Register's Office.
10. Restrictive Covenants contained in Deed of record in Book 231, page 222, said Register's Office.
11. Restrictive Covenants and Easement(s) contained in Deed of record in Deed Book 391, page 851, said Register's Office.
12. Powerline Easement as set out in the Warranty Deed of record in Book 253, page 433, said Register's Office.

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SCHEDULE B
(Continued)

13. Easement of record in Trust Deed Book 91, page 234, said Register's Office.
14. Easement(s) as set out in the Warranty Deed of record in Deed Book 240, page 334, said Register's Office.
15. Application for Greenbelt Assessment of record in Book 1639, page 405, said Register's Office.
16. Water Utility Easement of record in Book 1765, page 1847, said Register's Office.
17. Easement Maintenance Agreement of record in Book 2358, page 1079, said Register's Office.
18. Easement for the flow of the water of Dry Creek and the rights of the public therein.
19. Rights of upper and lower riparian owners to the flow of the water of Dry Creek, free from diminution or pollution.
20. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Dry Creek.
21. Title to that portion of the land lying below the ordinary low water mark of Dry Creek.
22. Title to that portion of the premises embraced within the bounds of any graves or graveyards, with all rights of ingress and egress thereto.

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Commitment No.: 25-16205

EXHIBIT A

NEW SURVEY TO BE PROVIDED.

Together with a 25' Right-of-Way Easement, as set forth in Deeds of record in Deed Book 240, Page 344, Deed Book 391, Page 851, Deed Book 418, Page 306 and as further shown on the plat of record in Plat Book 27, Page 891, all in the Register's Office for Wilson County, Tennessee.

Being part of the same property conveyed to ANDREW D. ROUSE AND CELIA STEWART ROUSE, HUSBAND AND WIFE, by deed from BOBBY EUGENE HARRIS AND WIFE, KATHLEEN HARRIS, of record in Book 1634, page 1642, dated March 27, 2015, said Register's Office.

PRELIMINARY