



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIDELITY 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, Fidelity 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 180 days 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.
- 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.

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- 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:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I – Requirements;
  - Schedule B, Part II – Exceptions; and
  - 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.
5. **LIMITATIONS OF LIABILITY**
- 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:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - 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.
  - 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.
  - 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.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - 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.
  - 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**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

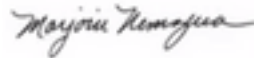
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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company 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.
- 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.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023



By: \_\_\_\_\_  
President



By: \_\_\_\_\_  
Secretary

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Acquisition Title and Settlement Agency, Inc.  
Issuing Office: 3140 Chaparral Drive, C-107  
Roanoke, VA 24018  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: ATS-278-24  
Issuing Office File Number: 24-42059-R  
Property Address: 2015 West Pembroke Avenue, Hampton, VA 23661  
Revision Number: 1

**SCHEDULE A**

- 1. Commitment Date: July 1, 2024 8:00 AM
- 2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
  - Proposed Insured: **Woltz & Associates, Inc., a Virginia Corporation**
  - Proposed Amount of Insurance: **\$500,000.00**
  - The estate or interest to be insured: **fee simple**
- 3. The estate or interest in the Land at the Commitment Date is:  
fee simple
- 4. The Title is, at the Commitment Date, vested in:  
LCM Corporation
- 5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**ACQUISITION TITLE AND SETTLEMENT AGENCY, INC.**  
3140 Chaparral Drive, C-107, Roanoke, VA 24018  
Telephone: (540) 989-0884

Countersigned by:

*J. Allen Natt*

\_\_\_\_\_  
J. Allen Natt, License #1042738  
Acquisition Title and Settlement Agency, Inc.,  
License #

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023

*[Signature]*

By: \_\_\_\_\_  
President

*[Signature]*

By: \_\_\_\_\_  
Secretary

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**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.

Duly authorized and executed Deed from LCM Corporation, to Woltz & Associates, Inc., to be executed and recorded at closing.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Receipt of fully completed Owners' Affidavit.
7. Payment of all taxes up to and including those for the first half of 2024 and the delinquent periods, plus any penalties and interest which may accrue.
8. Certification that there are no federal judgment liens docketed against Woltz Associates, Inc.
9. A Deed of Trust from LCM Corporation to Atlantic Law Group, LLC, Trustee(s), securing an indebtedness to World Business Lenders, LLC, in the amount of \$250,000.00, dated February 2, 2022 and recorded on February 7, 2022 as Instrument #220002335 in the official records of Hampton City Recorder's Office to be satisfied and released.

NOTE: Assignment from World Business Lenders, LLC to WBL SPO I, LLC dated 12/15/2022 and recorded in 220019946 and 240006365.

10. Receipt and satisfactory review of documents necessary to verify LCM Corp., Inc was legally created.
11. Receipt and satisfactory review of the operating agreement or articles of incorporation and bylaws or trust instrument and all amendments to understand the authority of the various classes of members, officers or trustees.
12. Receipt of the documentation necessary to support the authority of the party to act on behalf of the entity, such as obtaining the required consents from the other members of the entity.
13. NOTE: Upon receipt of more details about the transaction, the Company reserves the right to add additional requirements.

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**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 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. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
3. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
4. Easements, or claims of easements, not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. 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.
7. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 195, page 371, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
8. The following easements granted to Virginia Electric and Power Company dated:
  - a) 2/10/1947 and recorded in Deed Book 147, page 119
  - b) 2/7/1949 and recorded in Deed Book 146, page 249
9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. (WILL APPEAR IN THE OWNER'S POLICY ONLY)

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**EXHIBIT "A"**

The Land referred to herein below is situated in the City of Hampton, Commonwealth of Virginia and is described as follows:

All that certain piece or parcel of land situate, lying and being in the city of Hampton, Virginia, originally consisting of 12.3 acres., more or less, as conveyed by Consolidated Insulating Company, Inc., to Pembroke Development Corporation by deed dated March 15, 1957, recorded in the Clerk's Office of the Circuit court for the City of Hampton, Virginia, on May 1, 1957, in Deed Book 259, page 439, et seq., as more fully set forth on that certain plat entitled, "PLAT OF THE PROPERTY OF CONSOLIDATED INSULATING COMPANY, HAMPTON, VIRGINIA". made by John W. Lawson, C.L.S., dated March 12, 1957, and attached to and made a part of the aforesaid Deed.

**EXCEPTING THEREFROM THE FOLLOWING CONVEYANCES:**

That certain parcel of land consisting of one hundred feet fronting on the westerly side of "G" Street, known and designated as Parcel "D" on that certain "PLAT OF THE PROPERTY OF J.L. TYSINGER, SR., PARCEL 'D', FORMERLY PART OF THE PROPERTY OF CONSOLIDATED INSULATING CO.", made by John W. Lawson, C.L.S., dated June 14, 1965, conveyed by deed dated September 22, 1965, recorded in the said Clerk's Office October 14, 1965, in Deed Book 370, page 207, by Pembroke Development Corporation to J. Carl Smith and Minerva C. Smith, husband and wife, etc., to which said deed the said plat is attached and made a part there.

That certain piece or parcel of land known as Parcel "E" on the westerly side of "G" Street as shown on that certain plat entitled, "PLAT OF PROPERTY OF THE PEMBROKE DEVELOPMENT CORP.", made by John W. Lawson, C.L.S., dated November 20, 1969, conveyed by Deed dated December 12, 1969, recorded in said Clerk's Office December 16, 1969, in Deed Book 426, page 389, from Pembroke Development Corporation Alexander Jackson and Geneva Jackson, husband and wife, etc., to which deed the said plat is attached and made a part thereof.

That certain parcel consisting of one hundred feet fronting on the westerly side of "G" Street, known as; Parcel "D-1" on that certain plat entitled, "PLAT OF THE PROPERTY OF PEMBROKE DEVELOPMENT CORP.", made by John W. Lawson, C.L.S., dated November 20, 1969, conveyed by deed dated December 12, 1969, recorded in said Clerk's Office July 20, 1970, in Deed Book 432, page 167 from Pembroke Development Corporation to J. Carl Smith and Minerva C. Smith, husband and wife, to which said deed a copy of said plat is attached and made a part thereof.

That certain piece or parcel of land described as being Parcel "F" on that certain map of plat entitled, "PLAT OF THE PROPERTY OF PEMBROKE DEVELOPMENT CORPORATION, PARCEL "F", PEMBROKE DEVELOPMENT CORPORATION, FORMERLY CONSOLIDATED INSULATING CO., HAMPTON, VIRGINIA", made by John W> Lawson, C.L.S., dated November 20, 1969, and revised October 28, 1970 conveyed by deed dated October 30, 1979, recorded in said Clerk's November 17, 1970, in Deed Book 435, page 575, from Pembroke Development Corporation to Alvester v Mitchell and Eva G. Mitchell, husband and wife, etc, to which said deed a copy of the said plat is attached and made a part thereof.

That certain piece or parcel of land described as being "Parcel One" on that certain plat entitled, "PLAT OF THE PROPERTY OF GEORGE M. AND NANCY A. LECUYER, PARCEL ONE, PART OF J.B. LAKE'S CELEY TRACT, TO BE CONVEYED TO MILLER INVESTMENT CO., A VIRGINIA LIMITED PARTNERSHIP, HAMPTON, VIRGINIA", made by Coenen & Associates, Engineers Planners and Surveyors, dated June 5, 1996, and recorded with Deed of Bargain and

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Sale from George M. Lecuyer and Nancy A. LeCuyer, husband and wife, to Miller Investment Company, a Virginia limited partnership in Deed Book 1174, at page 197, dated May 28, 1996, and recorded June 10, 1996, in the Clerk's Office of the Circuit Court for the City of Hampton, Virginia.

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